

1. The Court shall certify a settlement class of “all students in Washington who were exited from special education services due to age before their 22nd birthday between November 11, 2020 and the present.” The Court shall enter a declaration that the state’s policy of aging students out of special education at the end of the school year in which they turn 21 pursuant to Wash. Rev. Code § 28A.155.020 and Wash. Admin. Code § 392.172A.02000(2)(c) presently violates the IDEA, has violated the IDEA at all times during the two years preceding the filing of this lawsuit, and will continue to violate the IDEA absent a substantial change in the state’s policies for charging and waiving tuition for its adult secondary education programs.
2. OSPI shall direct local education agencies (LEAs) to extend age eligibility for special education services until the student’s 22nd birthday.
3. OSPI shall direct LEAs to offer to immediately resume services under the last implemented IEP for each student who has not yet turned 22 who aged out during the pendency of the lawsuit.
4. Within five business days of the Court granting preliminary approval of this agreement, OSPI shall direct LEAs to provide individualized notice of this settlement to all students who were assigned an exit code of “RMA” or “D2” at any time in the two years preceding the filing of this lawsuit and up to the present. The template notice is attached as Exhibit A.
5. Within five business days of the Court granting preliminary approval of this agreement, OSPI shall publish notice of this settlement, including a link to the Court’s order, on its website and in its regular bulletins. Such notice shall continue to be published for a period of at least 30 days following the Court’s granting of final approval and judgment. The content of that notice is attached as Exhibit B.
6. OSPI shall send the same publication notice to The Arc of Washington State, the Washington Autism Alliance, and Disability Rights Washington, and shall agree to those organizations’ re-publication of the notice.
7. The notice shall in all cases state that the students who exited their special education programs due to their age before their 22nd birthday in the two years preceding the filing of this lawsuit may be eligible for an award of compensatory education (and reinstatement if not yet 22 years old) under this settlement, subject to the recommendation of their IEP team or as may be ordered by the Court.
8. OSPI shall direct LEAs to reconvene IEP teams for all students in the class who wish to receive an award of compensatory education. Compensatory education shall be awarded to students in the class according to the recommendations of their IEP teams. If a student, IEP team, and LEA agree, a student may receive monetary compensation in lieu of compensatory education. Any class members who have paid privately for special education services after having been exited due to age from LEA-provided special education programs may seek reimbursement of such documented expenses, and OSPI shall direct LEAs to offer reimbursement of reasonable expenses in line with the prior recommendations of the class member’s IEP team. OSPI shall direct LEAs that they may not decline to provide compensatory education on grounds of age for IEP services not provided to class members as a result of their exit prior to turning age 22. OSPI shall ensure through the exercise of its supervisory powers, to the extent authorized by law, that LEAs comply with these directions.
9. OSPI’s direction to LEAs shall be without prejudice to the right or ability of LEAs to deny compensatory education via appropriate procedures either on the basis of having received a regular high school diploma or lack of continuing need for services as of the time that services were withdrawn.

10. OSPI will further direct LEAs to report the number of students who have scheduled or attempted to schedule an IEP meeting by a specific date – at least thirty days prior to the planned fairness hearing.
11. Class members shall retain all rights to initiate a due process hearing or community complaint to challenge (a) any proposal or refusal to offer compensatory education by an LEA that has reconvened a class member's IEP team at OSPI's direction pursuant to this settlement and (b) any failure by an LEA to follow OSPI's direction to reconvene their IEP teams.
12. OSPI shall reimburse the guardians of E.A. for up to \$60,000 in documented expenses incurred to provide him with private educational and related support services since he was exited from the Selah School District on August 31, 2023, and, in lieu of reinstatement in the Selah School District and to avoid further disruption, shall continue to fund those services through the end of the current school year on August 31, 2024.
13. OSPI shall directly pay for or reimburse the guardians of N.D. for up to \$150,000 in documented expenses for educational services, including without limitation occupational therapy, vocational instruction/counseling, speech therapy, applied behavior analysis, tutoring, social activities, day programming, or any other services that could be available to special education students under the IDEA, including related services such as transportation; Plaintiffs will have up to five years from the entry of judgment to seek such services and will submit all claims for reimbursement within 90 days of the five-year period ending.
14. OSPI shall pay all Plaintiffs' reasonable attorney's fees and costs incurred in this action through the entry of the settlement decree by the Court, as well as for any guardian ad litem whose appointment the Court may require pursuant to LCR 17(c) or otherwise, and without prejudice to future applications for attorneys' fees incurred in connection with the administration or enforcement of the settlement.
15. The Court shall retain jurisdiction to enforce and administer the settlement for five years following its entry.