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CIVIL TRACK I
JUDGE DIXON

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

T.I., a minor, by and through)
his mother and next friend,)
D.I.; et al.,)
Plaintiffs,)
vs.)
HAROLD DELIA, Director,)
DEPARTMENT OF YOUTH)
SERVICES, et al.,)
Defendants.)

NO. 90-2-16125-1

NOTICE OF PROPOSED SETTLEMENT OF
CLASS ACTION LAWSUIT AND
OPPORTUNITY TO PRESENT OBJECTIONS

IMPORTANT NOTICE TO ALL YOUTH AT THE KING COUNTY DETENTION
FACILITY (KCDF):

On August 10, 1990, a lawsuit was filed in King County Superior Court on behalf of youth of compulsory school age confined at the KCDF. Among other things, the lawsuit claimed that the Seattle School District did not provide eligible youth with special education services.

On, Oct 27, 1993, a proposed settlement of this lawsuit was filed with the Court. The Court is going to decide whether this proposed settlement should become a

1 final order of the Court. The settlement will not become final until youth and guardians or
2 parents of youth at the KCDF have a chance to object in writing. The purpose of this
3 notice is to summarize the proposed settlement and to explain how you may let the Court
4 know if you have any objections to it.
5

6 SUMMARY OF THE SETTLEMENT

7 A full copy of the proposed settlement is available at the KCDF or through
8 plaintiffs' counsel. Generally, the proposed settlement includes the following terms:

9 1. The settlement applies to all youth of compulsory school age. In general, if you
10 are a resident of KCDF and you have a learning disability, a serious emotional problem, a
11 speech or vision problem, a health impairment, a physical or mental handicap, or some
12 other similar problem that hinders your ability to learn, then you are probably part of the
13 group of youth this settlement will particularly affect. This group of KCDF residents is
14 called a "class" in the settlement. The word "class" will be used in the rest of this notice.
15

16 2. For all class members who have current individualized education programs
17 (IEPs) when they enter detention, the District agrees to provide, as practicable and
18 appropriate within the confines of the detention facility, the special education and related
19 services described in the IEP.
20

21 3. For eligible special education students who do not have current IEPs, the District
22 will develop and implement in consultation with plaintiffs' expert a procedure to develop
23 special education plans for youth.
24

25 4. The District agrees to employ no fewer than two certified special education
26 teachers at the KCDF and to take reasonable steps to fill all future teaching vacancies there
27 with adequate special education teachers. The District will make good faith efforts to
28 employ at all times a full-time education assistant for the special education program.

1 5. The District agrees to employ a .2 FTE psychologist to assist with the
2 identification and assessment of eligible students.

3
4 6. The District will provide special education services in detention including
5 consultative services, pullout classes and a self-contained classroom as the District
6 determines to be necessary to accommodate the individual special education needs of
7 students while in detention.

8 7. The Office of the Superintendent of Public Instruction of the State of Washington
9 agrees to monitor the detention school program, to administer funding to the District in
10 accordance with existing statutes, rules and appropriation acts and to provide technical
11 assistance to the Seattle School District at the KCDF.

12
13 8. The settlement sets up a system to make sure that the parties do everything they
14 agreed to.

15 9. If you have any questions about this settlement you may ask to see a copy of the
16 full settlement at the KCDF or you may write to the attorneys who brought this lawsuit.

17 You should contact: Patricia J. Arthur, Project Director, Evergreen Legal Services,
18 Institutional Legal Services Project, 101 Yesler Way, Suite 301, Seattle, WA 98104; (206)
19 464-0838.
20

21 II. HOW TO FILE OBJECTIONS

22 Any resident of the KCDF may file objections to the proposed settlement. Any
23 objections must be in writing. You may mail your objections to the attorneys for the
24 plaintiffs at the following address:
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26 Patricia J. Arthur, Project Director
27 Evergreen Legal Services
28 Institutional Legal Services Project
101 Yesler Way, Suite 301
Seattle, WA 98104

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These objections must be mailed no later than Dec 1, 1993. The lawyers for the plaintiffs will collect any such objections and give them to the Court and to the lawyers for the defendants. If, for any reason, you do not want the defendants to know about all or part of your letter, you must clearly say this in your letter, and your identity will not be revealed to them.

The Court will review all objections made to the proposed settlement. The Court will then decide whether the proposed settlement should become a final order.

DATED: Oct 27, 1993

/s/ Robert E Dixon
JUDGE ROBERT E. DIXON
King County Superior Court Judge

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