

Olivia R. et al. v. State of California et al.,
Del Norte County Superior Court Case No. CV231304

COMPROMISE AND RELEASE AGREEMENT

This Compromise and Release Agreement (“Agreement”) is made by and between Defendants Del Norte County Unified School District and the Board of Trustees of the Del Norte County Unified School District (collectively, “District”) and Plaintiffs Olivia R. by and through her Guardian Ad Litem Melony Lenover, Monica C. by and through her Guardian Ad Litem Lisa Fintel, Caleb W. by and through his Guardian Ad Litem Gloria Sanchez, Jonah B. by and through his Guardian Ad Litem Jennifer Gaball, Raj K. by and through his Guardian Ad Litem Daniel McQuillen, Shawn T. by and through his Guardian Ad Litem Linda Vang, and Noah Jones, by and through his Guardian Ad Litem Marivel Jones (collectively, “Plaintiffs”) (the District and Plaintiffs are referred to collectively herein as “the Parties” or individual as “Party”) to resolve all claims, issues, and disputes in *Olivia R. et al. v. State of California et al.*, Del Norte County Superior Court Case No. CV231304 (the “Action”).

GENERAL RECITALS

WHEREAS, on December 14, 2023, Plaintiffs filed a Complaint for Declaratory and Injunctive Relief against Defendants State of California, State Board of Education, California Department of Education, and State Superintendent of Public Instruction Tony Thurmond (collectively, “State Defendants”) in Del Norte County Superior Court (“Court”), alleging violations of the Equal Protection Clauses (Article I, section 7(A) and Article IV, section 16(A)) and the Free Schools Guarantee (Article IX, section 5) of the California Constitution;

WHEREAS, on March 13, 2024, Plaintiffs filed a First Amended Complaint for Declaratory and Injunctive Relief that added the District as Defendants;

WHEREAS, on April 12, 2024, the Parties submitted a Stipulation to Stay the Action as to the District to allow the parties to engage in settlement discussions;

WHEREAS, the District denies that there is any factual or legal basis for Plaintiffs’ claims and affirm that nothing in this Agreement constitutes an admission by the District that of any wrongdoing, liability, or violation the Equal Protection or Free School Clauses of the California Constitution or any other related federal and state laws and regulations;

WHEREAS, to avoid the expense and uncertainties associated with continued litigation, the Parties desire to resolve the Action as detailed in this Agreement, subject to approval by the Court;

WHEREAS, the Parties agree that the State Defendants play a critical role in the funding, program requirements, implementation, oversight, and monitoring of education services provided to students enrolled in California public schools, including the Plaintiffs and other students enrolled in the District; and

WHEREAS, given the unique role and constitutional obligations of State Defendants, their participation may be necessary to the fulfillment of one or more terms of this Agreement;

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NOW, THEREFORE, for and in consideration of mutual understandings contained in this Agreement, the Parties agree as follows:

TERMS

1. **No Exclusion Based on Staff Unavailability.** The District will not limit Plaintiffs or other disabled students from attending full school days and weeks of instruction based on the unavailability of special education staff.
2. **Directive to District Special Education Staff and School Site Administrators.** Within 10 calendar days of approval by the District's Governing Board ("Board") of this Agreement, the District's Director of Special Education shall issue a written directive to all District special education staff members and school site administrators to not instruct parents of students with individualized education programs ("IEPs") to keep their children home from school due to the unavailability of special education aides. The District shall provide this written directive to Plaintiffs' counsel within 10 calendar days of providing the written directive to District staff.
3. **Contingency Plan.** The District shall develop a written contingency plan to ensure special education aide support for students with IEPs upon absences of assigned special education aides. Within 10 calendar days of the Effective Date of this Agreement, the District shall provide the written contingency plan to Plaintiffs' counsel and post the contingency plan on the District's website.
4. **Summer 2024 Compensatory Education Plan.** Prior to June 15, 2024, the District shall develop a plan to offer compensatory education during the summer of 2024 to eligible students. "Eligible students" for purposes of this Agreement shall be District students with IEPs who missed school days due to the absence of special education aides during the 2022-2023 and 2023-2024 school years and who have not yet been provided with compensatory education for missed education. In assessing the amount of compensatory education owed, the District will consider both missed special education services and missed general education time. The District is not obligated to make an offer of compensatory education that accounts hour-for-hour of special or general education missed. The District's Summer 2024 Compensatory Education Plan may include any of the following for eligible students:
 - A. Extending the hours in each extended school year ("ESY") day;
 - B. Extending the number of days in ESY;
 - C. Providing special education aide support to enable participation in the general education Extended Learning Opportunities Program ("ELOP") for students in Transitional Kindergarten through sixth grades; or
 - D. Establishing compensatory education funds in an amount to be determined by the District's Director of Special Education based on review of the eligible student's special education file and attendance records.

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5. Contract with Technical Assistance Provider and Initial Steps.

- A. **Timeline and Amount.** Within 90 calendar days of the Effective Date of this Agreement, the District shall select and establish a contract with a Technical Assistance provider (“TA Provider”) who will collaborate with District administrators in developing an Action Plan to address staffing and compensatory education program needs in special education in the District. The initial contract for developing the action plan shall not exceed two calendar years and shall not cost the District more than \$50,000.
- B. **Qualifications of TA Provider.** The TA Provider shall have:
- i. Familiarity with federal and California statutes and regulations concerning the rights of students with disabilities;
 - ii. Experience in developing or advising on programs or systems in public schools that protect the educational rights of students with disabilities;
 - iii. Experience in reviewing data related to students with disabilities and special education staffing;
 - iv. Experience in addressing staffing shortages in special education; and
 - v. The capacity to be available remotely and in-person in Crescent City, California at least three times in the next two calendar years.
- C. **Initial Provision of Information.** Within 30 calendar days of the date of the signed contract with the TA Provider, the District shall provide the TA Provider with:
- i. Online access to the District’s Board Policies and Administrative Regulations;
 - ii. District policies regarding use of restraint and seclusion for students with IEPs;
 - iii. Any additional internal policy documents regarding special education;
 - iv. Data regarding performance on statewide assessments for District students with IEPs for the two most recent school years for which such data is available;
 - v. Access to SEIS Service Tracker regarding delivery of special education services and supports over the previous two calendar years;
 - vi. The graduation rate of District students with IEPs on diploma track for the two most recent school years for which the data is available;
 - vii. Brief descriptions of the special education classes offered at each school site for the 2024-2025 school year;
 - viii. A list of the names and titles of special education classified and certificated staff at each school site;
 - ix. The number of students in the District within each of the 13 IDEA eligibility categories; and
 - x. An accounting of positions and vacancies for classified and certificated special education staff and how many vacancies are filled with contracted individuals.

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- D. **TA Provider Request for Additional Information.** Once the TA Provider has reviewed the information provided pursuant to the above, the TA Provider shall request any additional information from the District needed to assist the District in developing an Action Plan to address special education staffing shortages and compensatory education program needs. The District shall provide any requested information within 30 calendar days of the TA Provider’s request or provide an explanation as to why the information cannot be provided.
- E. **Access to Records.** The person selected to fill the role of TA Provider must enter into an agreement with the District, which shall be no more restrictive than comparable agreements the District enters into with other such consultants, that allows the TA Provider to have access to student records in keeping with the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and similar state laws, and also sign an agreement that he or she will comply with relevant privacy and confidentiality laws.

6. Development of Action Plan.

- A. **Timeline and Goal.** Within 180 days of the District establishing a contract with the TA Provider, the District and TA Provider shall jointly develop a written Action Plan with the goal of combatting special education staffing shortages in the District and to prevent students with IEPs from missing special education and related services due to staffing shortages.
- B. **Contents of Action Plan.** The Action Plan shall include:
- i. A plan for identifying students with IEPs in the District who are owed compensatory education for the previous two calendar years as of the date of the Action Plan for missed specialized academic instruction, speech and language therapy, physical therapy, behavioral services, and occupational therapy due to the absence of special education providers and calculating the approximate amount of compensatory education owed to each child;
 - ii. A method of informing the parents of each affected student of the amount of missed services and making an offer for providing compensatory education;
 - iii. A plan for providing to students the compensatory education owed, which may include providing services after school or during summer, contracting with non-public agencies or telehealth providers, or establishing compensatory education funds;
 - iv. A plan for implementing service tracking with fidelity, including developing a plan related to labor bargaining issues pertaining to service tracking as necessary;
 - v. Development of a District-level dispute resolution process whereby parents of students with IEPs can request compensatory education for missed services;
 - vi. A short-term and long-term special education staff retention and recruitment plan, which shall include:

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- a. Efforts to establish contracts with non-public agencies and telehealth providers to fill vacant special education positions, provide related services, and to provide compensatory education;
 - b. Informing retired special education service providers of re-employment or contracting opportunities;
 - c. Revising special education staffing assignments to ensure efficient allocation of special education personnel at District schools;
 - d. Advertising open special education positions on local, state, and national online platforms and at local recruitment fairs;
 - e. Hosting or attending local recruitment fairs;
 - f. Establishing a new career family related to behavioral aides;
 - g. Projections of retirements of special education staff members over the next five school years;
 - h. A plan for developing a substitute pool for special education classroom aides;
 - i. Exploration of partnerships with Cal Poly Humboldt and College of the Redwood for candidate referrals for special education positions;
 - j. A good faith attempt by the District to negotiate a memorandum of understanding (“MOU”) with the College of the Redwoods to develop, fund, and sustain, a no-cost Behavior Intervention Assistance training program for college students and community members;
 - k. Continued funding through June 30, 2027 of forgivable loans to District classified and certificated staff who commit to serving as special education teachers in the District for five school years to be used to obtain special education teaching credentials.
 - l. Any other items that the District and TA Provider jointly determine necessary and appropriate to recruit and maintain special education staff, to provide compensatory education to District students with IEPs who missed services in the previous two calendar years prior to the finalization of the Action Plan, and to prevent District students from missing additional special education and related services.
- C. **Impossible or Inadvisable Content Items.** If it is impossible or inadvisable, as determined by the TA Provider within input from the District, to include any of the above items in the Action Plan, the District and TA Provider shall jointly develop a written document that explains why it is impossible or inadvisable to include the item in the Action Plan.
- D. **Accounting for Labor Agreements and Bargaining in Action Plan.** In developing the Action Plan, the District and TA Provider shall account for existing labor agreements and bargaining obligations under the Education Employment Relations Act (“EERA”), Government Code section 3453 et seq. If, pursuant to the EERA or other applicable law, implementation of the Action Plan requires

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additional negotiations, the District will take necessary steps to negotiate such issues. If a dispute results from such negotiations, the District will utilize appropriate mechanisms to resolve the dispute consistent with the EERA and other applicable law.

- E. **Recommendations of the TA Provider.** The District shall implement the recommendations of the TA Provider with respect to all elements of the Action Plan, except under circumstances where DNCUSD can demonstrate that implementation of the recommendation would be unfeasible, inconsistent with the law, unable to be resolved or implemented after utilizing procedures under the EERA, or pedagogically unsound. If the TA Provider makes any recommendations regarding the Action Plan that the District does not agree with, the District will create a document with a list of the disputed recommendations with indications of why the recommendations are not feasible, inconsistent with the law, unable to be resolved or implemented after utilizing procedures under the EERA, or pedagogically unsound for the District, and shall provide that list to Plaintiffs' counsel.
- F. **Input from Plaintiffs.** The District shall share the Action Plan with Plaintiffs' counsel within 30 calendar days of the finalization of the Action Plan. Plaintiffs' counsel shall have 30 calendar days from receipt of the Action Plan to submit requested changes to the Action Plan in writing to the District. Plaintiffs' counsel shall submit requested changes in a document that lists the requested changes and the rationale for requesting such changes. Within 60 calendar days of receipt of the requested changes from Plaintiffs' counsel, the District, in consultation with the TA Provider, shall indicate to Plaintiffs' counsel whether the District accepts or rejects the requested change and the rationale for rejecting any requested change. If Plaintiffs disagree with any of the District's rejection of requested changes, Plaintiffs shall use the dispute resolution procedures set forth below.

7. Implementation of Action Plan.

- A. **Involvement by TA Provider in Implementation.** The TA Provider shall assist the District with implementation of the Action Plan. The District may develop an additional contract with the TA Provider regarding implementation involvement in an amount not to exceed \$50,000 and for a term of no more than two years following finalization of the Action Plan.
- B. **Implementation Schedule.** Within 60 calendar days of the finalization of the Action Plan after Plaintiffs' input, the District and TA Provider shall develop an implementation schedule of the Action Plan that includes benchmarks and deadlines. The Implementation Schedule shall constitute a material term of the Settlement Agreement and the benchmarks and deadlines shall provide a basis for determining whether the District is in compliance with the terms of the Agreement. However, failure to meet a benchmark or deadline due to bargaining

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or labor negotiations necessary to implement the Action Plan shall not constitute breach of the Agreement.

- C. **Community Input.** The District shall create a local Community Advisory Committee (“CAC”) through which the District shall inform the community regarding progress and compliance with the Action Plan and Implementation Schedule. Members of the public may address any perceived non-compliance with the Action Plan or Implementation Schedule through the CAC.
- D. **Reports to Plaintiffs’ Counsel.** For [REDACTED] two calendar years following the date of the completion of the Action Plan, the TA Provider and the District shall jointly provide updates to the Disability Rights Education and Defense Fund three times per year, for a total of six updates across two calendar years, regarding implementation of the Action Plan and compliance with the Implementation Schedule. District staff and the TA Provider shall be made available to answer questions Plaintiffs’ counsel have regarding implementation of the Action Plan. Plaintiffs’ counsel may request records pertaining to staffing, recruitment, provision of special education and related services, and recommendations of the TA Provider. Such records requests shall be specific and narrow enough for the District and TA Provider to reasonably understand what documents or types of documents Plaintiffs’ counsel are seeking. The District shall provide such records within 30 calendar days of request.

8. Involvement of State Defendants.

- A. **Request to Enter Into MOU.** The District and Plaintiffs shall joint request that the State Defendants enter into an MOU with the District that will provide for:
- i. Monitoring of implementation of this Agreement by a representative from the California Department of Education for the 2024-2025 and 2025-2026 school years;
 - ii. Funding of the TA Provider by the State Defendants;
 - iii. Funding to continue and expand the District’s ability through June 30, 2034 to make forgivable loans to District classified and certificated staff commit to teaching special education in the District for at least five years to obtain special education teaching credentials.
 - iv. Granting waiver or proposing legislation to improve the District’s ability to fill vacant special education staffing positions, including but not limited to:
 - a. Allowing and directing the California Commission for Teacher Credentialing (“CTC”) to grant a Level 1 special education teaching credential in all specialty areas to any out-of-state applicants with a special education out-of-state credential who intend to work at the District, even when that area does not align with a California specialty area;

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- b. Exempting the District from the requirements of the CTC for submitting variable-term and short-term waiver for three school years;
 - c. Allowing and directing the California Public Employees' Retirement System and the California state Teachers' Retirement System to reciprocate retirement benefits for all staff who transfer from out of California to work at the District for the next three school years.
 - B. **Refusal by State Defendants.** In the event that the State Defendants refuse to enter into an MOU with the District, Plaintiffs may seek injunctive relief to force the State Defendants to provide the resources, funding, expertise, monitoring, and oversight necessary to fulfill the terms of this Agreement. The District agrees to work with Plaintiffs' counsel to provide declarations regarding the financial condition of the District, current special education positions and vacancies, projections regarding special education positions and vacancies, and special education program needs.
9. **Dispute Resolution Process.** The Parties agree that the Court will not be asked to exercise jurisdiction to supervise the implementation of this Agreement until exhaustion of the following dispute resolution process:
- A. **Notification in Writing.** The Party that believes that the other Party has breached this Agreement shall notify the Party in writing within 30 calendar days of being notified of the alleged breach setting forth the alleged breach and the action the non-breaching Party wishes the other Party to take. Plaintiffs shall submit any notice of breach to the District's Superintendent and Director of Special Education.
 - B. **Meet and Confer.** Within 30 calendar days of receipt of the notice of breach the Parties shall meet and confer to attempt to resolve the dispute without Court intervention.
 - C. **Submission to the Court.** If the Parties cannot resolve the dispute through the meet and confer process, the Party alleging the breach may seek the Court's assistance in resolving the dispute. The prevailing party may seek reasonable attorneys' fees expended in connection with the dispute, pursuant to the Court's authority over the Agreement under California Code of Civil Procedure, section 664.6.
10. **Ratification by the District's Governing Board and Effective Date.** The Parties shall execute this Agreement as indicated below. This Agreement shall become binding and effective upon the execution by Plaintiffs and the District, and upon ratification by the District's Governing Board ("Effective Date").

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11. Release of Claims.

Plaintiffs agree to accept the terms and conditions in this Agreement in full settlement and compromise of the issues, claims, and allegations in the Action, and agree that same shall fully and forever discharge and release all claims and causes of action, appeal rights, or remedies, whether now know or now unknown, which Petitioners have, or might or could have asserted, against the District, its officials, employees, representatives, or agents, in the Action, arising out of the incidents which are the subject of the Action, including but not limited to alleged claims and violations under Article I, section 7(A), Article IV, section 16(A), Article IX, section 5 of the California Constitution and the requested relief in relation to same, including but not limited to equitable relief, injunctive relief, declaratory relief, writ relief, restitution, disgorgement, damages, attorneys' fees, and costs. Notwithstanding, the releases encompassed by this Agreement are not intended to bar any Plaintiff from pursuing an administrative or judicial action claiming that, as to that Named Plaintiff or Settlement Class Member alone, the individual is not receiving a Free Appropriate Public Education in the Least Restrictive Environment to which the individual is entitled under Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act or California law. The releases encompassed by this Agreement are not intended to supersede or waive the rights that any Plaintiffs have from other settlement agreement has entered into with the District prior to the execution of this Agreement. Should a Named Plaintiff file an administrative or judicial action in any forum, the District retains the right to disclose this Agreement and any compensatory education provided to such Named Plaintiff pursuant to this Agreement or otherwise as evidence to prove that the District has provided any compensatory education owed to the Named Plaintiff. Additionally, this Agreement does not entitle any Named Plaintiff or any District student to any additional compensatory education other than what such students are already owed due to missed services.

This Agreement includes an express waiver by Plaintiffs of Civil Code section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Therefore, the Parties expressly acknowledge that this release is intended to include in its effect, without limitation, all claims and causes of action that they do not know or suspect to exist in their favor and that this release contemplates the extinguishment of all such claims and causes of action that are or could be addressed in the Action.

ALL PLAINTIFFS' INITIALS

A horizontal line containing seven small boxes, each with a 'DS' label in the top right corner. Each box contains a different set of handwritten initials: 'ML', 'P', 'RG', '\$B', 'W', 'Z', and 'MJ'.

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12. **Term of Agreement.** This Agreement shall be effective on the Effective Date as defined herein, and continuing for three calendar years.
13. **Dismissal of Action and Continuing Jurisdiction.** Within 15 business days of the Effective Date of this Agreement, the Parties shall file a Stipulation and Proposed Order for Dismissal (“Request for Dismissal”), a copy of which is attached as Exhibit A and incorporated by reference. Consistent with the Request for Dismissal, the Parties shall request that the Court first order retention of jurisdiction under California Code of Civil Procedure section 664.6 over the enforcement of this Agreement for three calendar years from the Effective Date of this Agreement, and only after ordering retention of jurisdiction, dismiss the Action with prejudice.
14. **Attorneys’ Fees and Costs.** The District shall pay Plaintiffs’ attorneys’ fees and costs in the total amount of \$17,000. The District’s payment of such fees and costs constitutes a full and final settlement of any and all claims by Plaintiffs for attorneys’ fees and costs arising from or relating to the Action, excluding claims for prevailing party attorneys’ fees associated with the dispute resolution process set forth in Section 9 of this Agreement.
15. **No Admission of Liability.** It is understood and agreed that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by any Party.
16. **Non-Reliance.** The Parties represent that in executing this Agreement, they have relied solely on the statements expressly set forth herein, and has not relied on any statement, representation, or promise of the other Party, or any other person or entity, not expressly set forth herein, or upon the failure of the other Party, or any other person or entity, to make any statement, representation, or disclosure of anything whatsoever. The discovery by a Party, subsequent to the execution of this Agreement, of any facts not known to that Party, or that the facts of law upon which a Party relied in executing this Agreement, was not as that Party believed it to be (other than as expressly set forth herein), shall not constitute grounds for declaring this Agreement void, avoidable, or otherwise unenforceable. The Parties intend this paragraph to preclude any claim that either Party was fraudulently induced to enter into this Agreement, or was induced to enter this Agreement by a mistake or fact of law.
17. **Binding Effect on Successor in Interest.** This Agreement is for the benefit of and shall be binding on all Parties and their successors, agents, conservators, trustees, servants, employees, officers, and assigns.
18. **Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the validity of the remaining terms shall not be affected, and the Parties shall negotiate in good faith to replace or reform any invalidated or unenforceable provision in a manner that effectuates the Parties’ intent.

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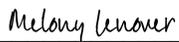
19. **Execution in Counterparts.** This Agreement may be signed in one or more counterparts. Signed copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.
20. **Captions.** Section titles or captions contained in this Agreement have been inserted as a matter of convenience and for reference, and do not define, limit, extend, or describe the scope of this Agreement or any provision herein.
21. **Interpretation.** The Parties acknowledge and agree that this Agreement is to be construed as a whole according to its fair meaning and not in favor of or against any of the Parties as drafters or otherwise.
22. **Entire Agreement.** This Agreement and its Exhibits constitutes the entire agreement between the Parties. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by the Parties.
23. **Voluntary Agreement.** Each Party affirms and acknowledges that they have read, fully appreciate, and understand the words, terms, and provisions of this Agreement, are entirely satisfied with the settlement described, and have duly executed this Agreement voluntarily and of their full free will and accord.
24. **Statutory References.** Any reference to a statute or regulation in this Agreement is to that statute or regulation in effect as of the Effective Date of this Agreement.
25. **Representation by Counsel.** Each of the Parties acknowledges and agrees that they have been represented by independent legal counsel of their own choice throughout the negotiation of this Agreement and that they are executing this Agreement having had sufficient opportunity to investigate the facts and obtain advice of such counsel.
26. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold each other harmless against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.
27. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.
28. **Other Documents.** The Parties hereby agree to execute all such other documents and to take all such other action as may be necessary to effectuate the purpose of this Agreement.
29. **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in Superior Court of the State of California, County of Del Norte, subject to any transfer of venue under the law.

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- 30. Choice of Law.** This Agreement shall be governed by and interpreted under the laws of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.
- 31. Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

PLAINTIFFS

Date: 6/6/2024

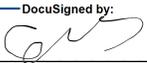
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Melony Lenover, Guardian Ad Litem for Plaintiff Olivia R.

Date: 6/6/2024

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Lisa Fintel, Guardian Ad Litem for Plaintiff Monica C.

Date: 6/6/2024

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Gloria Sanchez, Guardian Ad Litem for Plaintiff Caleb W.

Date: 6/6/2024

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Jennifer Gaball, Guardian Ad Litem for Plaintiff Jonah B.

Date: 6/6/2024

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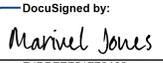
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Daniel McQuillen, Guardian Ad Litem for Plaintiff Raj K.

Date: 6/6/2024

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Linda Vang, Guardian Ad Litem for Shawn T.

Date: 6/6/2024

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Marivel Jones, Guardian Ad Litem for Noah Jones

DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT & BOARD OF TRUSTEES FOR THE DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT

Date: _____

Jeff Harris, Superintendent of Del Norte County Unified School District, on Behalf of the District and the District's Governing Board