

COPY

RECEIVED
01 JUL 11 AM 11:00
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Daniel C. Girard (State Bar No. 114826)
Anthony K. Lee (State Bar No. 156018)
Gordon M. Fauth, Jr. (State Bar No. 190280)
GIRARD & GREEN, LLP
160 Sansome Street, Suite 300
San Francisco, California 94104
Telephone: (415) 981-4800
Facsimile: (415) 981-4846

David I. Levine (State Bar No. 092236)
200 McAllister Street
San Francisco, California 94102

Attorneys for Plaintiff Class in Ho

(Other counsel listed on signature pages)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO NAACP, et al.,) Case No. C-78-1445-WHO
Plaintiffs,)
v.)
SAN FRANCISCO UNIFIED)
SCHOOL DISTRICT, et al.,)
Defendants.)

BRIAN HO, by his parent and) Related Case No. C-94-2418-WHO
next friend, CARL HO, et al.,)

Plaintiffs,)
v.)
SAN FRANCISCO UNIFIED SCHOOL)
DISTRICT, et al.,)
Defendants.)
AMENDED STIPULATION AND
[PROPOSED] ORDER RE
MODIFICATION AND TERMINATION
OF CONSENT DECREE

1 A. WHEREAS in San Francisco NAACP v. San Francisco Unified
2 School District, Case No. C-78-1445-WHO, a Consent Decree was
3 approved by the Court in an Opinion and Order dated May 20, 1983
4 and reported at 576 F. Supp. 34 ("Consent Decree");

5 B. WHEREAS in Ho v. San Francisco Unified School District,
6 Case No. C-94-2418-WHO, a settlement agreement was approved by the
7 Court in an Opinion and Order filed July 2, 1999 and reported at
8 59 F. Supp. 2d 1021 ("Ho Settlement");

9 C. WHEREAS the Ho Settlement provides that the Consent
10 Decree will terminate no later than December 31, 2002, subject to
11 Court approval;

12 D. WHEREAS the Court ordered the parties in San Francisco
13 NAACP v. San Francisco Unified School District, Case
14 No. C-78-1445-WHO, to submit detailed and substantive plans to
15 address the problems identified in the report of the Consent Decree
16 Advisory Committee entitled "Progress Made, Challenges Remaining in
17 San Francisco School Desegregation," filed with the Court
18 January 13, 1999; the Report of Consent Decree Monitor Pursuant to
19 Paragraph 44 of the Consent Decree, filed with the Court July 29,
20 1999; the report from State Consent Decree Monitor Stuart Biegel
21 submitted to the Court July 27, 2000; and Stuart Biegel's
22 supplemental report addressing issues arising out of visits to
23 McAteer High School, Golden Gate Elementary School, and Malcolm X
24 Elementary School, filed with the Court February 12, 2001;

25 E. WHEREAS in response to the Court's orders, the San
26 Francisco Unified School District ("SFUSD" or "District") submitted
27 a plan entitled "Excellence For All: A Five-Year Comprehensive
28 Plan To Achieve Educational Equity In The San Francisco Unified

1 School District," dated April 4, 2001, that the District believes
2 provides an appropriate framework for addressing outstanding issues
3 of Consent Decree compliance;

4 F. WHEREAS the SFUSD, the San Francisco Branch of the NAACP,
5 and the State Superintendent of Public Instruction ("State
6 Superintendent") believe that conditions in the District preclude a
7 finding that it has reached unitary status in all areas now, but
8 that the District's continued operation under the Consent Decree on
9 the terms and conditions set forth below warrants a finding that no
10 later than December 31, 2005, the District will have reached
11 unitary status in all areas;

12 G. WHEREAS the Ho Plaintiffs agree not to oppose an
13 extension of the Consent Decree's termination deadline on the terms
14 and conditions set forth below,

15 NOW, THEREFORE, the parties stipulate as follows, subject to
16 Court approval:

17 1. The SFUSD shall adopt and comply with a system of
18 monitoring and review of Consent Decree budgets and programs
19 outlined in Attachment A hereto.

20 2. The parties to this stipulation will be permitted to
21 provide input into the Consent Decree budget review and approval
22 process as provided in Attachment A hereto.

23 3. The State Superintendent, for the remaining life of the
24 Consent Decree, shall affirmatively support reimbursement of
25 Consent Decree expenditures, as audited and approved by the State
26 Controller's Office, consistent with his or her obligations under
27 paragraph 46 of the Consent Decree.

28

1 4. Paragraph 13(j) of the Consent Decree shall be modified
2 to read as follows:

3 j. The parties acknowledge that SFUSD officials have
4 the duty and authority to determine lawful criteria
5 for admission to all schools in the SFUSD. The
6 parties further acknowledge that in setting those
7 criteria, state and federal law provide that
8 district officials may consider many factors,
9 including the desire to promote residential,
10 geographic, economic, racial and ethnic diversity in
11 all SFUSD schools, and the students' language needs.
12 Except as provided in paragraph 13(m), the SFUSD
13 shall not use or include race or ethnicity as a
14 criterion or factor to assign any student to any
15 school, class, classroom, or program, and shall not
16 use race or ethnicity as a primary or predominant
17 consideration in setting any such criteria or
18 factors.

19 5. Paragraph 13(k) of the Consent Decree shall be modified
20 to read as follows:

21 k. Subject to paragraph 13(j), the SFUSD may propose
22 for Court approval any method for assignment of
23 students to District schools and programs
24 ("Assignment Method"), including an Assignment
25 Method for Lowell High School and School of the
26 Arts. The District will use the Assignment Method
27 set forth in Attachment B for the 2002-03 school
28 year, and in subsequent school years, unless changed
in accordance with paragraph 13(m). The Assignment
Method set forth in Attachment B was developed and
adopted by the SFUSD, and the decision to use that
particular Assignment Method was not taken at the
request of any party or imposed by the Court. No
later than September 15, 2001, the District shall
notify the parties in writing of its proposed
Assignment Method for Lowell High School and School
of the Arts. The parties shall then have fifteen
days to notify the SFUSD and the other parties of
whether they object to the District's proposed
Assignment Method for Lowell High School and School
of the Arts. If any party timely objects, and the
parties cannot reach agreement, the District may
implement the proposed Assignment Method only upon
Court approval. The District must demonstrate that
the proposed Assignment Method is consistent with
paragraph 13(j) of the Consent Decree. In the
absence of such approval, the Stipulated Preliminary
Injunction shall continue to govern the assignment
of students to Lowell High School and School of the
Arts.

1 6. Paragraph 13(m) of the Consent Decree shall be modified
2 to read as follows:

3 m. (i) The parties acknowledge that notwithstanding
4 paragraph 13(j) above, it is possible that there may
5 be identifiable racial or ethnic concentration at a
6 particular school or schools that a party or parties
7 believe adversely affects the SFUSD's educational
8 goals or programs in that school or schools. By
9 October 15 of 2001, 2002, 2003, 2004, and 2005, the
10 SFUSD shall make available to the parties
11 information concerning the racial or ethnic
12 composition of each school within the District. If
13 any party notifies the other parties that it
14 believes there may be identifiable racial or ethnic
15 concentration at a particular school or schools that
16 will adversely affect the SFUSD's educational goals
17 or programs in that school or schools, or at the
18 Court's direction, the parties shall meet promptly
19 to discuss the matter. If the parties agree that
20 the concentration and adverse effect, if any,
21 warrant modifications in the SFUSD's application of
22 its Assignment Method to the school or schools in
23 question that are inconsistent with paragraph 13(j)
24 above ("Adjustments"), and the parties agree on the
25 terms of the Adjustments, the proposed Adjustments
26 shall be submitted to the Court for approval. If
27 the parties cannot agree, and the SFUSD believes
28 that Adjustments are warranted, the District shall
confer with the State Consent Decree Monitor to
develop appropriate proposed Adjustments. The SFUSD
shall notify the parties of any proposed
Adjustments, and the parties shall then have fifteen
days to notify the SFUSD of whether they agree to
the Adjustments. If the parties cannot agree on the
Adjustments, any party may then seek Court approval
of its own proposals through a motion to modify the
Consent Decree under paragraph 50 thereof. Any
Adjustment proposed or made under this
paragraph 13(m)(i) must be narrowly tailored to
further a compelling governmental interest. To show
that an Adjustment is narrowly tailored, at a
minimum a party must show that the SFUSD previously
considered and tried race-neutral measures to remedy
the adverse effect of racial or ethnic concentration
at a particular school or schools on the District's
educational goals or programs in that school or
schools; that the SFUSD evaluated the results of
those measures and what those results were; that the
use of race or ethnicity is necessary to remedy such
adverse effect; and what criteria were used to
determine that race-neutral measures are inadequate
to remedy such adverse effect. The party or parties
seeking Court approval of any Adjustment will bear

1 the burden of showing, by clear and convincing
2 evidence, compliance with this paragraph 13(m)(i).
3 Any party opposing the Adjustment shall have the
4 opportunity to test the proponents' case through
5 expedited discovery and a prompt evidentiary
6 hearing. No party may propose an Adjustment for the
7 particular school or schools in question to be
8 implemented before the 2004-05 school year. Other
9 than as permitted under this paragraph 13(m)(i), no
10 modification of the SFUSD's Assignment Method shall
11 be proposed or made that is inconsistent with
12 paragraph 13(j) above.

13 (ii) If the SFUSD wishes to change its Assignment
14 Method, including any change in the diversity index
15 factors, attendance boundaries, or admission
16 criteria, the District shall provide written
17 notification to the parties of the proposed changes
18 and the reasons for the changes. The parties shall
19 then have fifteen days to notify the SFUSD and the
20 other parties of whether they object to any proposed
21 change. If any party timely objects, the District
22 may implement the proposed change only upon Court
23 approval. The District must demonstrate that any
24 proposed change is consistent with paragraph 13(j)
25 of the Consent Decree. If the District proposes to
26 implement any change in student assignment policy or
27 procedure for which prior Court approval is not
28 required under paragraph 13(m)(i) or this
paragraph 13(m)(ii), the District may do so,
provided that the District will notify the parties
the change has been made and the reasons for the
change on or before the next quarterly meeting of
the parties and the State Consent Decree Monitor.
If the party seeking relief from the Court alleges
facts sufficient to establish a prima facie case
that the proposed change violates paragraph 13(j) of
the Consent Decree, the District shall have the
burden of proof with respect to that change.

(iii) The provisions of this paragraph 13(m) shall
terminate with the termination of the Consent
Decree.

7. Subparagraphs (a) and (b) of paragraph 48 of the Consent
Decree shall be replaced by the following:

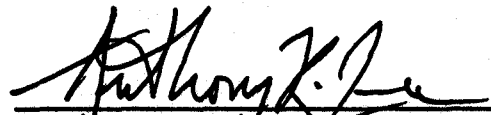
The Consent Decree shall terminate as of December 31,
2005 without the necessity of further order of the Court.
To facilitate an orderly transition, the State shall
continue its Consent Decree funding through the end of
the SFUSD's 2005-06 school year on June 30, 2006. As the
SFUSD shall have, by December 31, 2005, taken all
practicable actions to achieve unitary status, including

1 eliminating any vestiges of past de jure racial or ethnic
2 discrimination to the extent practicable and complying
3 with the Consent Decree substantially and in good faith
4 for a reasonable period, the SFUSD and the State shall
5 oppose any attempt to extend, by motion or otherwise, the
6 Consent Decree beyond December 31, 2005.

7 8. Incorporated by reference and made a part of this
8 stipulation is the letter agreement attached hereto as
9 Attachment C.

10 9. Nothing herein is intended to preclude any person from
11 seeking relief for acts of de jure racial or ethnic discrimination
12 by the SFUSD occurring after the date hereof, or from seeking
13 modification of the Consent Decree under rule 60(b)(5) of the
14 Federal Rules of Civil Procedure or paragraph 50 of the Consent
15 Decree, or to preclude the Court from granting such relief or
16 modification.

17 DATED: July 11, 2001

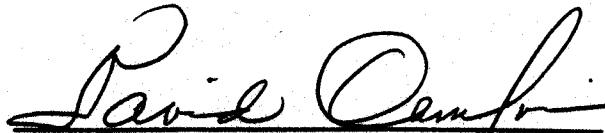


Daniel C. Girard
Anthony K. Lee
Gordon M. Fauth, Jr.
GIRARD & GREEN, LLP
160 Sansome Street, Suite 300
San Francisco, California 94104
Telephone: (415) 981-4800
Facsimile: (415) 981-4846

David I. Levine
200 McAllister Street
San Francisco, California 94102

Attorneys for Plaintiff Class in Ho

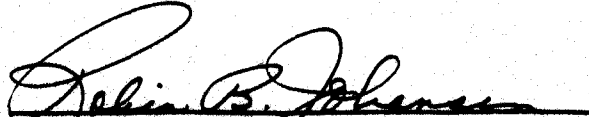
1
2
3 DATED: July 11, 2001


Louise H. Renne, City Attorney
David F. Campos, Deputy City Attorney
555 Franklin Street
San Francisco, California 94102
Telephone: (415) 241-6054
Facsimile: (415) 241-6682

7 Maree F. Sneed
8 HOGAN & HARTSON L.L.P.
9 555 Thirteenth Street, NW
10 Washington, DC 20004
11 Telephone: (202) 637-5600
12 Facsimile: (202) 637-5910

13 Attorneys for San Francisco Unified
14 School District, Superintendent of
15 the San Francisco Unified School
16 District, and San Francisco Board
17 of Education
18
19
20
21
22
23
24
25
26
27
28

1
2
3 DATED: July 11, 2001


Robin B. Johansen
REMCHO, JOHANSEN & PURCELL
P.O. Box 189
201 Dolores Avenue
San Leandro, California 94577
Telephone: (510) 346-6200
Facsimile: (510) 346-6201

4
5
6
7
8 Attorneys for State Superintendent of
Public Instruction and State
Department of Education
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3 DATED: July 11, 2001

Thomas I. Atkins (P.C.)

4 Thomas I. Atkins
5 135 East Parkway, Suite 11-B-1
6 Brooklyn, New York 11238
7 Telephone: (718) 638-4153
8 Facsimile: (718) 789-8595

9 Peter Graham Cohn
10 315 Keokuk Street
11 Petaluma, California 94952
12 Telephone: (707) 778-6945
13 Facsimile: (707) 778-7145

14 Michael Harris
15 **LAWYERS' COMMITTEE FOR CIVIL RIGHTS**
16 **OF THE SAN FRANCISCO BAY AREA**
17 301 Mission Street, Suite 400
18 San Francisco, California 94105
19 Telephone: (415) 543-9444
20 Facsimile: (415) 543-0296

21 Carter Stewart
22 **MCCUTCHEN, DOYLE, BROWN &**
23 **ENERSEN, LLP**
24 Three Embarcadero Center
25 San Francisco, California 94111
26 Telephone: (415) 393-2000
27 Facsimile: (415) 393-2286

28 Attorneys for San Francisco NAACP

[illegible]

The Court hereby adopts the stipulation as its findings and order. Among other things, no later than December 31, 2005, the SFUSD shall have taken all practicable actions to achieve unitary status, including eliminating any vestiges of past de jure racial or ethnic discrimination by the SFUSD to the extent practicable and complying with the Consent Decree substantially and in good faith for a reasonable period. Therefore, the Consent Decree shall terminate as of December 31, 2005 without the necessity of further order of the Court. To facilitate an orderly transition, the State shall continue its Consent Decree funding through the end of the SFUSD's 2005-06 school year on June 30, 2006.

THE HONORABLE WILLIAM H. ORRICK, JR.
SENIOR UNITED STATES DISTRICT JUDGE

ATTACHMENT A TO STIPULATION

1. The District shall allocate Consent Decree funds among District schools in a manner which is fairly and equitably calculated to address the remaining Consent Decree problems identified in the reports listed in recital D of the foregoing stipulation and identified by the parties, giving priority to those expenditures which the District reasonably believes will directly and proximately enhance student achievement (the "Consent Decree Objectives").
2.
 - (a) The District shall submit to the State Consent Decree Monitor ("State Monitor") and the parties, for review and comment, a detailed budget and program descriptions for expenditure of Consent Decree funds, specifying in each case whether such expenditures relate to a school site or the District office. The District's submission shall be made on or before June 30 of each year. If the complete budget and program descriptions for the expenditure of Consent Decree funds are not submitted by June 30, the District will be required to show good cause to the Court for the delay.
 - (b) The State Monitor shall conduct an independent review of the District's budget for Consent Decree funds. The State Monitor's independent review will include, but will not be limited to, evaluation of the efficacy of the proposed budget in addressing the Consent Decree Objectives. The State Monitor's review shall be completed during a sixty-day consultation period after receipt of the budget ("Consultation Period"). If at the end of the Consultation Period, the State Monitor or any party believes that any proposed budget item will result in expenditure of Consent Decree funds in a manner inconsistent with Paragraph 1 above, the State Monitor or that party shall notify the District in writing of each budget item objected to, and the basis for the objection, with copies to the parties. Such notification must be made no later than the end of the Consultation Period. Within thirty days of such notification, the State Monitor or any party may file objections with the Court to any proposed budget item that was the subject of such notification. If objections are filed, the filing party may petition the Court for a show-cause hearing to review the objections and for a finding whether the proposed items are valid expenditures of Consent Decree funds. In such a hearing, the District will bear the burden of persuasion by a preponderance of the evidence that the budget items to which the filing party has objected are reasonably calculated to address the

Consent Decree Objectives. The parties will have an opportunity to reply to the District's response. If the State Monitor is not the filing party, the Court may invite the State Monitor to reply to the District's response, or to participate in the hearing, or the State Monitor may request permission to do so. Unless the State Monitor or a party has objected to a proposed budget item and the objections have been filed with the Court in a timely fashion, all other items of the proposed budget may be expended and are presumed to be valid expenditures of Consent Decree funds.

(c) The State Monitor's independent review shall be funded with additional Consent Decree money pursuant to an agreement between the California Department of Education and the SFUSD.

3. Consent Decree funds shall be spent in compliance with the budget. Expenditures of Consent Decree funds shall be audited semi-annually by December 15 and May 15 of each year for compliance with the budget by an independent auditor acceptable to parties or, absent agreement of the parties, appointed by the Court. The District will cooperate in good faith with the independent auditor and implement such financial controls and procedures as the auditor may reasonably request to expedite and reduce the cost of the audit.
4. The parties agree that this stipulation resolves all remaining disputes and claims among the District, the State Defendants, and the State of California with respect to reimbursement from the State for court-ordered desegregation expenses for the 1993-94, 1994-95, 1995-96 and 1996-97 school years and for reimbursement under paragraph 2 of the District Court's attorney's fee order of September 28, 1999.
5. The State Monitor, the parties, and any relevant District officials will meet on a quarterly basis to exchange any necessary information relating to Consent Decree matters.

ATTACHMENT B TO STIPULATION

SFUSD will assign students to schools using diversity index lottery procedures and diversity criteria as described below.

A. Diversity Index Lottery and Methodology

Student assignment will incorporate several considerations. During annual student enrollment application periods, students and parents will have the opportunity to submit an enrollment application designating their preference for up to five schools, including three alternative schools. Siblings will continue to be placed in the same school when requested by a parent, while a sibling remains enrolled at the school, and to the extent that space is available. Students who have specialized learning needs (for example, limited English proficiency, special educational needs, or gifted identification) will continue to be assigned to schools with appropriate programs prior to the general student assignment.

Students residing in a school's attendance area (and whose parents list that school as one of five choices) will receive an enrollment priority so long as they contribute to increasing multifaceted diversity at the school (without regard to race or ethnicity). All students will be included in the lottery procedures for their assigned school based on home address. Proximity zones for all alternative schools will be eliminated to ensure equitable access for students from all parts of the city. Students whose attendance area based on home address is a satellite zone (that is, a geographic zone not contiguous to and generally at some distance from the assigned

school) will be treated as living in the attendance area of their highest choice school that has an attendance area.

After the enrollment application period ends, the District will develop applicant pools for each grade at each school based on the preferences listed on enrollment applications, students' schools of assignment based on home address, and program designations (e.g., English Language Learner). For all schools except Lowell High School and the School of the Arts, the District will leave a percentage of seats open to accommodate students who have not submitted an enrollment application and the need for student transfers during the school year.

If there are fewer applicants than available seats at a particular school and grade, all applicants will be assigned.

If there are more applicants than available seats, siblings and program students will be placed first, followed by lottery allocation of remaining available seats using the diversity index for all diversity characteristics described in Section B below (socioeconomic status, academic achievement, English Language Learner status, mother's educational background, academic performance at the student's prior school, and home-language).^{1/}

Under diversity index lottery procedures, the computer continuously will assess the diversity characteristics of already assigned students for a particular grade (which initially consists of siblings and students assigned based on program needs). For each available seat, the computer will look at the

^{1/}The parties acknowledge that the District will be proposing by August 15, 2001, in accordance with the terms of the Stipulation, diversity index criteria related to "Geographic Areas."

entire applicant pool and tentatively select the student whose diversity profile will most enhance diversity and avoid negative concentrations. If multiple students have the same characteristics, one of the students will be randomly picked for tentative assignment. After each selection, the grade's diversity index will be recalculated for use in tentatively assigning the next seat. Then step one will be repeated. This process will continue until all available seats have been tentatively assigned and all students in the pool have received a tentative assignment rank.

For alternative schools, diversity index lottery procedures will be used to assign all seats in a particular grade in one lottery phase. For regular curriculum schools with attendance areas, there will be two lottery phases for each grade. First, the diversity index will be used to assign seats from among the pool of students living in the attendance area (or who reside in a satellite zone to a different school and have listed this school as their highest choice among non-alternative schools). Students will be assigned from this pool until they cease contributing to the diversity of the school. Thereafter, the diversity index will be applied to the pool of all applicants to the grade and school, both those residing within and outside the school's attendance area.

Because students may identify up to five schools of choice, and will also be in the pool for their assigned school, an individual student may be "tentatively assigned" to multiple schools during initial computer runs. During a reconciliation process, each student with multiple tentative assignments will be

assigned to the school among their five choices to which he or she contributes the most diversity. An assignment roster will then be generated for each grade and school that fills all available seats and that skips over those students who have been assigned elsewhere. A student not tentatively assigned to any of his or her five choices will be assigned to a school based on residence, space allowing. If that school does not have an available seat, a student will be assigned to a designated school for which transportation is available and to which the student contributes diversity. Parents will have a reasonable time period after notification of assignments to accept the assignment.

For students who require assignments after the school year begins, parents will complete an enrollment application at a parent center. The computer will then generate a list of schools with available space, identifying those for which transportation is available and for which the student will contribute to a diverse educational environment (measured by all race-neutral diversity factors for which information is available). While the parent may choose enrollment wherever space is available, the parent will be counseled about the different assignment options, including identifying the benefits to the student of being part of a diverse educational setting.

B. Diversity Index Criteria

(1) Socioeconomic Status ("SES"). Each student will be assigned an SES indicator based on her/his participation at any time in three programs designed to serve lower socioeconomic status individuals (free/reduced lunch, CalWorks, and Public

Housing) as follows: "0" -- Student does not participate in any of these programs; or "1" -- Student participates in one or more of these programs.

(2) Academic Achievement Status ("AAS"). Because there are no achievement assessments for incoming kindergarten students, each incoming kindergarten student will receive an AAS rating as follows: "0" -- Student has attended preschool; or "1" -- Student has not attended preschool.

For incoming students in grades one and two, the AAS criterion will be based on performance assessments used in kindergarten and grade one (currently the Brigance test) as follows: "0" -- Student scores at or above the 50th percentile; or "1" -- Student scores below the 50th percentile.

For incoming students in grades 3-12, the AAS criterion will be based on standardized achievement tests administered in grades two and higher (currently SAT9) as follows: "0" -- Student scores at or above the 30th percentile in reading and math; or "1" -- Student scores below the 30th percentile in reading or math.

(3) Mother's Educational Background ("MEB"). This criterion will be assessed as follows: "0" -- Post-high school experience; or "1" -- No post-high school experience.

(4) Language Status ("LS"). This criterion will be assessed as follows: "0" -- Student is English Proficient; or "1" -- Student is Limited or Non-English Proficient.

(5) API Ranking of Sending School ("ARSS"). The State of California ranks all schools through the Academic Performance Index, which assesses the performance of each school in

comparison to all other schools, as well as to other schools with similar student profiles. ARSS will be measured as follows for students who have previously attended an SFUSD school with an API ranking: "0" -- API ranking of sending school is 4 or above; or "1" -- API ranking of sending school is 3 or below.

(6) Home Language ("HL"). This criterion will be assessed as follows: "0" -- Home language is English; or "1" -- Home language is other than English.

**GIRARD
& GREEN**

**A LIMITED LIABILITY
PARTNERSHIP**

Attorneys at Law

160 Sansome Street, Suite 300
San Francisco, California
94104

Telephone: (415) 981-4800
Facsimile: (415) 981-4846
E-mail: gg@classcounsel.com

June 25, 2001

VIA FACSIMILE

David F. Campos
Deputy City Attorney
555 Franklin Street, 3rd Floor
San Francisco, CA 94102
Facsimile: (415) 241-6371

Maree F. Sneed
HOGAN & HARTSON L.L.P.
555 Thirteenth Street, NW
Washington, DC 20004
Facsimile: (202) 637-5910

Re: **SFNAACP v. San Francisco Unified School District,**
Case No. Case No. C-78-1445-WHO

Ho v. San Francisco Unified School District,
Case No. C-94-2418-WHO

Dear Counsel:

I write to record an understanding between the Ho plaintiffs and the San Francisco Unified School District (SFUSD) in connection with the Stipulation and Order re Modification and Termination of Consent Decree. All capitalized terms not otherwise defined below have the same meaning attributed to those terms in the stipulation.

The SFUSD proposes to adopt the Assignment Method set forth in Attachment B for the 2002-3 school year which provides for assignment of students to schools using "diversity index lottery procedures and diversity criteria" as described in Attachment B. Our client Carl Ho and other members of the Ho class who have monitored and supported the Ho litigation from its inception have expressed concern with the "diversity index" method of student assignment.

To enable the parties to assess the impact of the diversity index on the racial and ethnic groups attending SFUSD schools, we agree that after making tentative assignments (following the reconciliation process), but prior to parent notification of assignments, SFUSD will make available to the parties information concerning the extent to which members of the racial and ethnic groups identified in the Consent Decree received assignment to their respective schools of choice. We agree that SFUSD will provide this information and any related information as the parties may reasonably request on an informal basis for use in connection with the performance by the parties of their respective obligations under the stipulation.

David F. Campos

Maree F. Sneed

Re: SFNAACP v. San Francisco Unified School District
Ho v. San Francisco Unified School District

June 25, 2001

Page 2

Should you indicate that, in the view of any party, the diversity index imposes a disproportionate burden on any racial or ethnic group within SFUSD, the parties will meet within two weeks of the time the District provides the information to the parties to discuss the concerns raised and explore potential solutions.

We appreciate your agreement on these matters and look forward to continuing our work together.

Yours very truly,

GIRARD & GREEN
A Limited Liability Partnership

Daniel C. Girard by *AKZ*
Daniel C. Girard

DCG/lrc

cc: Peter Graham Cohn
Robin B. Johansen

Writer's Direct E-Mail
dcg@classcounsel.com

Accepted and Agreed:

Maree F. Sneed

David S. Campos

Attorneys for San Francisco Unified School District

David F. Campos

Marce F. Sneed

Re: SENAACP v. San Francisco Unified School District
Ho v. San Francisco Unified School District

June 25, 2001

Page 2

Should you indicate that, in the view of any party, the diversity index imposes a disproportionate burden on any racial or ethnic group within SFUSD, the parties will meet within two weeks of the time the District provides the information to the parties to discuss the concerns raised and explore potential solutions.

We appreciate your agreement on these matters and look forward to continuing our work together.

Yours very truly,

GIRARD & GREEN
A Limited Liability Partnership

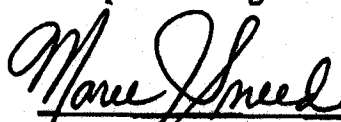
Daniel C. Girard

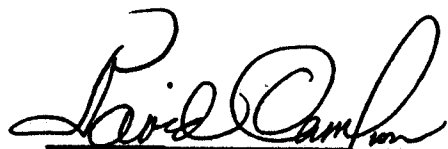
DCG/lrc

cc: Peter Graham Cohn
Robin B. Johansen

Writer's Direct E-Mail
dgc@classcounsel.com

Accepted and Agreed:

 6/25/01
Marce F. Sneed

 6/25/01
David S. Campos

Attorneys for San Francisco Unified School District

ATTACHMENT C