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15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA**

17 ROXANNE LOPEZ and HUGO LOPEZ, as) No. C 99-3260 SI (EMC)
guardians ad litem of L.L.; et al.,)
18) **CLASS ACTION**
19 Plaintiffs,) **STIPULATED JUDGMENT**

20 vs.)

21 THE SAN FRANCISCO UNIFIED SCHOOL)
22 DISTRICT ("SFUSD" or "DISTRICT"), et al.,)
23 Defendants.)

Stipulated Judgment

Lopez et al. v. SFUSD, et al., Case No. C 99-3260 SI (EMC)

1 **I. RECITALS**

2 1. On July 6, 1999, Named Plaintiffs Hugo and Roxanne Lopez as guardians ad
3 item of Jason Lopez, and Teresa Gallegos commenced a class action in the United States
4 District Court for the Northern District of California, Case No. C-99-3260 SI (the
5 “Lawsuit”), against Defendants, alleging *inter alia*, discrimination in violation of the
6 Americans with Disabilities Act (“ADA”), Section 504 of the Rehabilitation Act of 1973
7 (“Section 504”) and 42 U.S.C. § 1983 regarding physical access for persons with mobility
8 and/or vision disabilities in the schools of the San Francisco Unified School District
9 (“SFUSD”). On December 14, 1999, Plaintiffs filed their Second Amended Complaint
10 pursuant to a stipulation of the parties. Defendants filed their Answer to the Second
11 Amended Complaint on January 11, 2000.

12 2. Defendants are members of the School Board of the San Francisco Unified
13 School District, in their official capacities, and the Superintendent of the San Francisco
14 Unified School District, in her official capacity as Superintendent of Schools
15 (collectively, “Defendants”).

16 3. On May 2, 2001, the Court entered an Order certifying the following two
17 classes:

18 1) All persons disabled by mobility and/or visual impairments who have
19 enrolled as students in the San Francisco Unified School District since July 6,
20 1996 and who have allegedly been denied their rights under Title II of the
21 Americans with Disabilities Act, Section 504 of the Rehabilitation Act and 42
22 U.S.C. section 1983 to access to the programs, services, activities and/or facilities
23 of the San Francisco Unified School District as a result of physical barriers.

24 2) All persons (other than students) disabled by mobility and/or visual
25 impairments who have allegedly been denied their rights under Title II of the
26 Americans with Disabilities Act, Section 504 of the Rehabilitation Act and 42
27 U.S.C. section 1983 to access to the programs, services, activities and/or facilities
28 of the San Francisco Unified School District as a result of physical barriers.

Order Re Class Certification at 4. For the purposes of this Stipulated Judgment, the two
classes are hereinafter referred to as “the Class.”

1 4. The lawsuit has been vigorously prosecuted and defended. Trial in this
2 case was scheduled to begin on June 21, 2004.

3 5. Defendants deny any and all liability to the Named Plaintiffs and to the
4 Class Members, and deny that they have violated any laws, including without limitation,
5 Title II of the ADA, Section 504 and 42 U.S.C. § 1983, pertaining to access for persons
6 with mobility and/or vision disabilities.

7 **II. DEFINITIONS**

8 As used in this Stipulated Judgment (hereinafter the "Judgment"), the following
9 terms shall have the meaning ascribed to them in this Section and in the Recitals. Except
10 to the extent clearly required to the contrary by the context of its usage in this Stipulated
11 Judgment, any term not expressly defined in this Section or elsewhere in this Judgment
12 that has an expressly defined meaning in either the ADA, Section 504, or the regulations
13 promulgated thereunder (hereinafter the "regulations"), or the Americans with
14 Disabilities Act Accessibility Guidelines ("ADAAG") shall have the meaning ascribed to
15 it by the ADA, Section 504, the regulations, or the ADAAG. All other terms shall be
16 interpreted according to their plain and ordinary meaning.

17 **A. Access or Accessible**

18 "Access" or "accessible," unless otherwise indicated, mean and refer to conditions
19 that comply with the standards set forth in the Americans with Disabilities Act
20 Accessibility Guidelines ("ADAAG"). Access work performed pursuant to
21 Section III of this Judgment shall be performed in compliance with the standards
22 set forth in the Americans with Disabilities Act Accessibility Guidelines.

23 **B. Class Counsel**

24 "Class Counsel" means and refers to Schneider & Wallace, the Legal Aid
25 Society-Employment Law Center, and/or José R. Allen, including the attorneys
26 therein.

1 **C. Compliance Period**

2 “Compliance Period” means and refers to the period from the effective date of
3 this Stipulated Judgment until the termination of this Stipulated Judgment.

4 **D. Interim Access Work**

5 “Interim Access Work” shall mean and refer to the access improvements required
6 by Section III.B of this Stipulated Judgment and which shall be undertaken by
7 Defendants concurrently with the access work identified in Section III.A.

8 “Interim Access Work” shall be performed in compliance with the standards set
9 forth in the Americans with Disabilities Act Accessibility Guidelines
10 (“ADAAG”).

11 **E. Notice**

12 “Notice,” with the exception of notice to the Class of the proposed settlement of
13 this matter, shall mean a written notification to the attorneys for the Defendants,
14 and/or to the attorneys for the Class, or those attorneys’ designees. Unless
15 otherwise stated herein, notice shall be provided within a reasonable period of
16 time.

17 **F. Path of Travel**

18 “Path of Travel” shall mean and refer to a continuous unobstructed way of
19 pedestrian passage by means of which an altered area may be approached, entered
20 and exited, and which connects the altered area with an exterior approach
21 (including sidewalks, streets and parking areas), an entrance to the facility, and
22 other parts of the facility.

23 **G. Physical Access Barrier**

24 “Physical access barrier” means and refers to conditions that are not compliant
25 with ADAAG.

1 **H. Self-Evaluation**

2 “Self-evaluation” means and refers to Defendants’ June 7, 2002 ADA Self-
3 Evaluation. A true and correct copy of Defendants’ June 7, 2002 ADA Self-
4 Evaluation is attached as Exhibit A.

5 **I. Transition Plan**

6 “Transition Plan” means and refers to Defendants’ June 7, 2002 ADA Transition
7 Plan. A true and correct copy of Defendants’ June 7, 2002 ADA Transition Plan
8 is attached as Exhibit B.

9 **III. EQUITABLE RELIEF**

10 The Parties hereby agree that, conditioned upon entry of final approval by the
11 District Court, Defendants shall do the following in order to ensure the provision of full
12 and equal access to each of the programs, services and activities of SFUSD, and to ensure
13 compliance with new construction and alteration requirements by SFUSD:

14 **A. Access Work**

15 The District shall make the schools and facilities 1-39 fully compliant with
16 applicable ADAAG requirements for new construction as stated in 28 C.F.R. § 35.151 by
17 June 30, 2007, with the sole exception that the District shall not be required to make
18 elevators at those sites compliant with the ADAAG requirements for new construction if
19 it is technically infeasible to do so as defined by section 4.1.6 of the ADAAG:

20 **Group One Schools & Facilities**

- 21 1. Abraham Lincoln High School
- 22 2. Balboa High School
- 23 3. Galileo High School
- 24 4. George Washington High School
- 25 5. John O’Connell High School
- 26 6. Lowell High School
- 27 7. Mission High School
- 28 8. Thurgood Marshall High School

- 1 9. A.P. Giannini Middle School
- 2 10. Everett Middle School
- 3 11. Gloria R. Davis Middle School
- 4 12. Horace Mann Middle School
- 5 13. James Denman Middle School
- 6 14. Alvarado Elementary School
- 7 15. Bryant Elementary School
- 8 16. Clarendon Elementary School
- 9 17. Claire Lilienthal 3-8 Elementary School (Divisadero campus)
- 10 18. Commodore Sloat Elementary School
- 11 19. Harvey Milk Elementary School
- 12 20. Hillcrest Elementary School
- 13 21. Rosa Parks Elementary School
- 14 22. Sherman Elementary School
- 15 23. Treasure Island K-8
- 16 24. West Portal Elementary School
- 17 25. Bret Harte Elementary School
- 18 26. San Francisco Community Elementary School
- 19 27. Charles Drew Elementary School
- 20 28. E.R. Taylor Elementary School
- 21 29. Leonard R. Flynn Elementary School
- 22 30. Malcolm X Elementary School
- 23 31. Argonne Elementary School
- 24 32. Bessie Carmichael Elementary School
- 25 33. Diane Feinstein Elementary School
- 26 34. Jean Parker Elementary School
- 27 35. Tenderloin Elementary School
- 28 36. George Moscone Elementary School

37. Rooftop School (Mayeda campus)
38. Argonne Child Development Center
39. Las Americas Child Development Center
40. Alice Fong Yu Elementary School
41. Chinese Education Center Elementary School
42. Sutro Elementary School
43. Sutro Child Development Center
44. Mission Child Development Center
45. Jefferson Child Development Center
46. San Miguel Child Development Center
47. Independence High School

The District shall make schools and facilities 40-47 fully compliant with applicable ADAAG requirements for new construction as stated in 28 C.F.R. § 35.151 by June 30, 2010, with the sole exception that the District shall not be required to make elevators at those sites compliant with the ADAAG requirements for new construction if it is technically infeasible to do so as defined by section 4.1.6 of the ADAAG.

Group 2 Schools & Facilities

Defendants shall complete all Priority 1-3 access work specified in the June 7, 2002 ADA Transition Plan at the following schools and/or facilities by no later than June 30, 2010:

1. Newcomer High School
2. Aptos Middle School
3. Luther Burbank Middle School
4. Mission Education Center Elementary School
5. John Swett Elementary School
6. Lakeshore Elementary School
7. Lawton Elementary School
8. New Traditions Elementary School

9. Sanchez Elementary School
10. Spring Valley Elementary School
11. Ulloa Elementary School
12. Claire Lilienthal K-2 (Madison campus)
13. Rooftop Elementary School (Burnett campus)
14. Commodore Stockton Child Development Center
15. Burnett Child Development Center
16. Noriega Child Child Development Center
17. John McLaren Child Development Center
18. Junipero Serra Annex Child Development Center
19. Kate Kennedy Child Development Center
20. Presidio Child Development Center
21. Raphael Weill Child Development Center
22. District Administration Building
23. School Health Programs Administrative Office
24. Support for Families/OPEN GATE offices

With respect to the schools and/or facilities identified above as Group 2 Schools and Facilities, in addition to the access work identified in Priorities 1-3 of the June 7, 2002 ADA Transition Plan, Defendants shall also provide (i) supervised automatic sprinkler systems or areas of rescue assistance; (ii) restrooms that provide an ADAAG compliant side transfer toilet in those restrooms to be made accessible in connection with the access work identified in Priorities 1-3 of the June 7, 2002 ADA Transition Plan ; (iii) ADAAG compliant strike side clearance at all classrooms.

Group Three Schools & Facilities

Defendants shall complete all Priority 1-3 Transition Plan access work at an additional 25 elementary school, middle school and high school sites by no later than June 30, 2012. With respect to the schools subject to this paragraph, in addition to the access work identified in Priorities 1-3 of the June 7, 2002 ADA Transition Plan,

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1 Defendants shall also provide (i) supervised automatic sprinkler systems or areas of
2 rescue assistance; (ii) restrooms that provide an ADAAG compliant side transfer toilet in
3 those restrooms to be made accessible in connection with the access work identified in
4 Priorities 1-3 of the June 7, 2002 ADA Transition Plan; (iii) ADAAG compliant strike
5 side clearance at all classrooms.

- 6 1. Twenty-first Century Elementary School
- 7 2. Jefferson Elementary School
- 8 3. Buena Vista Elementary School
- 9 4. Alamo Elementary School
- 10 5. Fairmount Elementary School
- 11 6. International Studies High School
- 12 7. Golden Gate Elementary School
- 13 8. Marshall Elementary School
- 14 9. Cleveland Elementary School
- 15 10. Dr. George Washington Carver Elementary School
- 16 11. Sunset Elementary School
- 17 12. Hilltop High School/RAP (2730 Bryant Street)
- 18 13. John Muir Elementary School
- 19 14. Cabrillo Elementary School
- 20 15. Dr. William Cobb Elementary School
- 21 16. Downtown High School
- 22 17. Herbert Hoover Middle School
- 23 18. Glen Park Elementary School
- 24 19. Grattan Elementary School
- 25 20. William De Avila Elementary School
- 26 21. Theresa Mahler Child Development Center
- 27 22. Raoul Wallenberg High School
- 28 23. Dr. Martin Luther King Middle School

1 24. Francis Scott Key Elementary School

2 25. Marina Middle School

3 In the event that Defendants construct any new schools or facilities, those schools
4 and facilities shall fully comply in all aspects with the ADAAG requirements for new
5 construction as stated in 28 C.F.R. § 35.151.

6 **B. Interim Access Work**

7 Pending the completion of the access work specified in Section III.A, Defendants
8 shall perform interim disability access work at schools that student Class Members attend
9 that are not among the sites designated as schools 1-39 in the Group One schools.
10 Starting in September 2004, the District has represented that student Class Members will
11 be distributed among the following 28 sites that are not Group One Schools and Facilities
12 as identified in Section III.A:

- 13 1. Aptos Middle School
- 14 2. Benjamin Franklin Middle School
- 15 3. Cesar Chavez Middle School
- 16 4. El Dorado Elementary School
- 17 5. Enola D. Maxwell Middle School
- 18 6. Francis Scott Key Elementary School
- 19 7. Francisco Middle School
- 20 8. Glen Park Elementary School
- 21 9. Grattan Elementary School
- 22 10. Guadalupe Elementary School
- 23 11. Ida B. Wells High School
- 24 12. International Studies Academy
- 25 13. Lafayette Elementary School
- 26 14. Lawton Elementary School
- 27 15. Longfellow Elementary School
- 28 16. Martin Luther King Jr. Academic Middle School

17. Miraloma Elementary School
18. Phillip & Sala Burton High School
19. Presidio Middle School
20. Raoul Wallenberg High School
21. Redding Elementary School
22. Roosevelt Middle School
23. Sanchez Elementary School
24. School of the Arts
25. Sunnyside Elementary School
26. Twenty-First Century Academy
27. Ulloa Elementary School
28. Visitacion Valley Middle School

In the event that student Class Members are enrolled in additional school sites not listed above, the parties shall meet and confer regarding such student Class Members to ensure the provision of interim access work at those additional sites. In the event that no student Class Members attend one or more of the school sites listed above, the parties shall meet and confer regarding removal of such school sites from the school sites at which interim access work must be performed. The District has budgeted \$13.5 million for this access work which it believes to be sufficient to complete the work. However, in no event shall this amount be construed as a limitation of any kind on any of the access work required by Section III.B. Such disability access work shall commence immediately upon the effective date of this Stipulated Judgment, and shall include the following minimum components of access work to be completed at all schools covered by Section III.B by no later than March 1, 2006 unless otherwise stated:

1. Path of Travel. All of the access barriers of the following types shall be removed:

- (a) Lack of accessible passenger loading zones & curb ramps from the sidewalk to the school or facility campus. The District will bear

1 responsibility to work with the City and County of San Francisco
2 to ensure that accessible passenger loading zones are constructed at
3 the schools attended by Class Members by March 1, 2006.

4 Unusual rain delays may require some exterior work to continue
5 into the summer, but no such delay shall exceed 90 days.

6 (b) Grates with wide openings. Grates with openings that are more
7 than ½ inch wide shall be remediated. This access work shall be
8 performed on grates that are located on primary and secondary
9 paths of travel used by Class Members at the school sites.

10 (c) Uneven paths of travel with bumps and holes. Defendants shall
11 ensure that hazardous paths of travel, such as paths of travel that
12 contain broken or uneven pavement, or abrupt changes in level,
13 shall be made ADAAG compliant. This access work shall be
14 performed on primary and secondary paths of travel used by Class
15 Members at the school sites. Unusual rain delays may require
16 some exterior work to continue into the summer, but no such delay
17 shall exceed 90 days.

18 (d) Ramps or paths of travel with slopes in excess of maximum
19 allowable gradient. By no later than March 1, 2006, Defendants
20 shall re-grade all ramps or paths of travel that exceed 10% gradient
21 to a gradient of 8.33%. This access work shall be performed on
22 primary and secondary paths of travel used by Class Members at
23 the school sites. Unusual rain delays may require some exterior
24 work to continue into the summer, but no such delay shall exceed
25 90 days.

26 (e) Ramp landings that are too short. Defendants shall ensure that all
27 ramp landings comply with ADAAG. Defendants shall perform
28 any access work necessary to ensure that ramps or paths of travel

1 that lack ramp landings as required by ADAAG are reconstructed
2 to provide such landings. This access work shall be performed on
3 the primary and secondary paths of travel used by Class Members
4 at the school sites. Unusual rain delays may require some exterior
5 work to continue into the summer, but no such delay shall exceed
6 90 days.

7 (f) Cross-slopes in excess of allowed slopes. Defendants shall
8 remediate all cross slopes in excess of 2% on ramps at the schools
9 attended by Class Members. Such cross slopes shall be re-graded
10 to 2%. With respect to cross slopes on paths of travel other than
11 ramps, Defendants shall remediate all cross slopes in excess of
12 2.5%, and shall re-grade such cross slopes to 2%. However,
13 Defendants shall not be required to remediate cross slopes between
14 2.5% and 3% unless such a cross slope extends for a distance of
15 more than six feet in the path of travel in the direction of travel.
16 This access work shall be performed on primary and secondary
17 paths of travel used by Class Members at the school sites. Unusual
18 rain delays may require some exterior work to continue into the
19 summer, but no such delay shall exceed 90 days.

20 (g) Protruding objects. Defendants shall remediate all hazardous
21 protruding objections extending more than 4" into the path of
22 travel with the sole exception of existing fire pulls. This access
23 work shall be performed on primary and secondary paths of travel
24 used by Class Members at the school sites.

25 (h) Lack of accessible handrails. Defendants shall provide accessible
26 handrails at schools or facilities attended by Class Members.

27 (i) Paths of travel that run behind parked cars. Defendants shall
28 ensure that no paths of travel at any of the schools, including the

1 paths of travel from any school parking spaces or parking lots, run
2 behind parked cars.

- 3 (j) Vertical rises. Defendants shall remediate all vertical rises of more
4 than ½ inch at an entrance or along a path of travel at the schools
5 or facilities attended by Class Members. This access work shall be
6 performed on primary and secondary paths of travel used by Class
7 Members at the school sites.

8 2. Accessible restrooms. Defendants shall provide one set (one male
9 and one female) of accessible restrooms at each Child Development Center attended by a
10 Class Member, except that if a particular Child Development Center provides unisex
11 restrooms instead of separate restrooms Defendants shall make the unisex restroom(s)
12 accessible. Defendants shall provide one set (one male and one female) of accessible
13 restrooms at each Elementary School attended by a Class Member. Defendants shall
14 provide two sets of accessible restrooms at each Middle School attended by a Class
15 Member, or one set of accessible restrooms per floor, whichever is less. Defendants shall
16 provide three sets of accessible restrooms at each High School attended by a Class
17 Member, or one set of accessible restrooms per floor, whichever is less.

18 3. Accessible entrances and paths of travel to program spaces.

19 Defendants shall provide one accessible entrance and one accessible path of travel
20 to all classroom and program spaces being used by Class Members, or which shall be
21 used by Class Members during the next academic year.

22 4. Accessible program spaces & unique facilities. The classrooms used
23 by each class member shall be accessible. Each classroom used by a Class Member shall
24 have accessible furniture. Unique facilities that are used by Class Members at the
25 schools in which they are enrolled shall be made accessible. A *unique facility* is a special
26 purpose facility that is necessary to performing a particular activity (e.g. a biology
27 laboratory, a ceramics studio, a swimming pool, etc.). If a *unique facility* is not
28 accessible to persons with mobility and/or vision disabilities, Defendants shall make the

1 *unique facility* accessible so that Class Members are able to obtain the benefits of the
2 programs, services and activities offered at the schools in which they are enrolled.

3 5. Accessible water fountains. Defendants shall provide one accessible
4 water fountain at each Child Development Center attended by a Class Member.
5 Defendants shall provide one accessible water fountain at each Elementary School
6 attended by a Class Member. Defendants shall provide two accessible water fountains at
7 each Middle School attended by a Class Member. Defendants shall provide three
8 accessible water fountains at each High School attended by a Class Member.

9 6. Signage for Persons with Vision Disabilities. Defendants shall
10 provide ADAAG compliant signage for persons with vision disabilities at all schools
11 attended by Class Members with such disabilities.

12 7. Accessible Playstructure. Defendants shall provide at least one
13 accessible playstructure, including the path of travel to the play structure, at each school
14 or facility used by Class Members. Defendants shall only be required to provide an
15 accessible play structure at those schools which currently provide a play structure.
16 Defendants shall not be required to make any sandboxes or play boxes accessible as part
17 of Interim Access Work. All such access work shall be completed by no later than
18 September 1, 2006.

19 8. Readily Removable Barriers. Commencing with the effective date of
20 this Judgment, Defendants shall remove those disability access barriers that may be removed
21 without much difficulty or expense as expeditiously as possible from the District's schools.
22 Readily removable barriers shall include the following: (a) lack of accessible handrails and
23 handrail extensions, (b) narrow doors, (c) lack of compliant signage regarding access features,
24 (d) inaccessible doors, including lack of lever handle hardware, excessive door pull and push
25 pressure, and inadequate strike side clearance; (e) lack of contrast striping on stairs; (f)
26 inaccessible counters, and (g) lack of accessible parking spaces.

27 9. Secondary Paths. Nothing in the foregoing paragraphs shall require the
28 District to create an entirely new secondary path of travel to any location.

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1. For the construction work identified in Section III.A sites 1-39, the District shall

2. Milestones for the construction work identified with respect to Group One

3. With respect to the interim access work sites, District representatives shall meet

C. Prepare Self-Evaluation and Transition Plan For Charter & County Schools Housed in District-owned Facilities

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1 **IV. FUTURE NEW CONSTRUCTION AND ALTERATIONS**

2 **A. New Construction Access Expert(s)**

3 Defendants shall ensure that all future new construction and alteration work at SFUSD
4 fully complies with ADAAG. Defendants shall retain the services of an access expert or access
5 experts to review all new construction and alteration plans for ADAAG compliance before any
6 new constructions or alterations are scheduled and/or performed.

7 **B. Duties of New Construction Access Expert(s)**

8 The San Francisco Unified School District shall not proceed with the construction of any
9 plans that are not compliant with ADAAG. Defendants shall require that architects who prepare
10 drawings for the District shall prepare a separate drawing sheet showing the provision of an
11 ADAAG compliant path of travel to the area of alteration or new construction. The access
12 expert(s) shall inspect construction at any time during the construction process to ensure
13 compliance with ADAAG, and shall have authority to halt construction that is not being
14 performed in compliance with ADAAG. The new construction access expert(s) shall use a
15 checklist to verify compliance with construction work being performed in the field. The
16 completed checklist shall be provided to Class Counsel, and the checklist shall be maintained by
17 Defendants for the duration of this Stipulated Judgment.

18 Defendants shall remediate any new construction or alteration that is not performed in
19 accordance with ADAAG promptly.

20 **V. GENERAL MAINTENANCE OF ACCESS FEATURES**

21 Defendants shall maintain in fully operational condition all existing access features
22 provided for persons with mobility and/or vision disabilities. Defendants shall take steps
23 including but not limited to the following:

- 24 1. Maintain exterior pathways and repair any surface irregularities that
25 become greater than 1/2 inch due to wear or cracking, and shall make other
26 repairs to keep pathways from causing hazardous conditions, provided that
27 the District's maintenance department is able to repair such conditions
28 without entering into an external contract. Defendants shall inspect all

1 school and facility sites for such conditions each month and shall remove
2 any such conditions within 14 days of their discovery. Defendants shall
3 perform this work at the schools attended by student Class Members.

4 2. Maintain disabled parking spaces to have all appropriate signage and
5 to keep access aisles to the spaces and to the main entrances they serve clear
6 and usable. Defendants shall inspect all school and facility sites for such
7 conditions each month and shall remove any such conditions within 21 days
8 of their discovery.

9 3. Maintain and replace as required all building signage that would
10 direct persons with disabilities to the accessible paths of travel. Defendants
11 shall inspect all school and facility sites for such conditions each month and
12 shall remove any such conditions within 21 days of their discovery.

13 4. Maintain all doors providing primary accessibility to be fully
14 operable and unlocked during normal hours of operation of the facility and
15 during all public functions whenever the primary entrance to the school or
16 facility is unlocked. Defendants shall also maintain all access features such
17 as accessible restrooms, elevators and platform lifts so that they are fully
18 operable and unlocked during normal hours of operation of the facility, and
19 during all public functions. With respect to any elevators or faculty
20 restrooms that are locked at certain sites, Defendants shall provide keys to
21 any such locked access features to those student Class Members who request
22 keys. Defendants shall provide prompt assistance to class members who are
23 unable to unlock access features for themselves because of their disabilities.

24 5. Maintain all accessible plumbing fixtures, including toilets, urinals,
25 lavatories, sinks, faucets, showers, and drinking fountains, to be fully
26 operational and in compliance with ADAAG. Defendants shall inspect all
27 school and facility sites in this regard each month and shall repair any such
28 non-operating conditions within 24 hours of their discovery.

1 6. Maintain all toilet accessories to be fully operational and mounted no
2 more than 40" above the floor at all accessible restrooms. Maintain all grab
3 bars to be tight and structurally sound. Such features to be checked monthly
4 and to be repaired within 24 hours of the discovery of any problem.

5 7. Automatic door openers shall be checked every morning and fixed
6 within 24 hours of the discovery of a problem.

7 8. Lifts and ramps on busses shall be checked daily. The District shall
8 strictly enforce contractual provisions with Laidlaw or any other service
9 provider with respect to inspecting and maintaining lifts and ramps. No
10 busses shall be used with inoperative or malfunctioning lifts or ramps.

11 9. Elevators shall be checked twice per week and the District shall use
12 all reasonable efforts to repair the elevator within three days of the discovery
13 of a non-operable elevator component or malfunction. Reasonable efforts
14 shall include the advance procurement of parts for obsolete elevators that are
15 likely to malfunction.

16 10. With respect to schools attended by student Class Members, door
17 closure mechanisms shall be checked monthly and adjusted within one week
18 to ensure appropriate force within the meaning of ADAAG, but in no case
19 more than 8.5 pounds for exterior doors, 5 pounds for interior doors, and 15
20 pounds for fire doors.

21 11. Accessible routes to and from all access features, such as pathways
22 to restrooms, access to elevator control buttons, shall be checked and cleared
23 daily.

24 12. All detectible warning striping shall be checked each school year and
25 repainted, repaired or replaced as necessary.

1 **VI. PROGRAMMATIC RELIEF**

2 **A. Complete Implementation of June 7, 2002 ADA Self-Evaluation**

3 Defendants shall complete the implementation of all measures identified in
4 Sections 2.2 (with the exception of item 11), 2.3, 2.4, 2.5, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13,
5 and 2.14 of Defendants' June 7, 2002 ADA Self-Evaluation by no later than
6 January 1, 2005.

7 **B. Enrollment**

8 Defendants shall consider the enrollment requests of Class Members on the basis
9 of the accessibility of the school. If a Class Member has a sibling or siblings who wish to
10 enroll in the same school as the Class Member, those siblings shall also be permitted to
11 do so in accordance with the current enrollment policies or procedures with respect to
12 non-Class Members.

13 **C. Reassignment of Programs, Services and Activities to**
14 **Accessible Locations**

15 1. Defendants shall make all programs, services, or activities offered
16 by the San Francisco Unified School District available at one of the Group One, Group
17 Two or Group Three schools or facilities. Defendants shall analyze and evaluate the
18 accessibility and usability of each of SFUSD's programs, services and activities to
19 individuals with mobility and/or vision disabilities, and shall prepare a chart indicating
20 where each of SFUSD's programs, services and activities is available at a location
21 accessible to Class Members. Such information shall be provided in the access guide
22 discussed in Section VI.D of this Stipulated Judgment.

23 2. If so requested by a Class Member who has a Section 504 plan or
24 an Individualized Education Plan that provides for a qualified paraprofessional or aide,
25 Defendants shall make reasonable accommodations to provide a qualified
26 paraprofessional or aide to assist that Class Member on a field trip or for previously and
27 regularly scheduled after-school events, programs, services or activities offered at the
28 District's schools. The District shall ensure that curricula for newcomer students shall be

1 available at an accessible location in accordance with Section III of this Stipulated
2 Judgment. Defendants shall ensure that any programs, services and activities provided at
3 the "Dream Schools" are offered in an accessible location in accordance with Section III
4 of this Stipulated Judgment. If Defendants open new magnet schools or schools with
5 specialized and/or unique programs, services or activities, or designate new magnet
6 schools or schools with specialized and/or unique programs, services or activities, after
7 the effective date of this Judgment, all programs, services and activities offered at those
8 schools shall be offered in an accessible location in accordance with Section III of this
9 Stipulated Judgment. Class Members shall be provided with equivalent opportunities
10 with non-disabled students to participate in both school athletic programs and in
11 interscholastic competitive athletics programs consistent with Section 2.14 items 32-37 of
12 the June 7, 2002 ADA Self-Evaluation.

13 **D. Policies and Procedures: Access Guide**

14 1. By no later than April 30, 2005, and every April 30 thereafter,
15 Defendants shall make available to SFUSD's students and parents with mobility and/or
16 vision disabilities an updated comprehensive, accurate and readily understandable access
17 guide including but not limited to:

- 18 a. A listing of all schools and facilities and a description of the
19 accessibility of those schools including an accurate listing of the
20 accessible spaces at each school, as well as a general description of
21 the access conditions at each school.
- 22 b. Location of accessible parking, accessible exterior paths of
23 travel, accessible entrances to buildings or facilities and accessible
24 transit stops.
- 25 c. Location of accessible restrooms, water fountains, and
26 telephones inside each building or facility.
- 27 d. Policies and procedures concerning parking, emergency
28 evacuation, and transportation systems.

1 e. Procedures and forms for filing complaints with the ADA
2 Coordinator regarding disability access.

3 f. Identification of all hazardous paths of travel or other safety
4 hazards for individuals with mobility and/or vision disabilities.

5 2. The access guide shall be mailed or delivered to all students with disabilities,
6 and all incoming SFUSD students with mobility and/or vision disabilities. In
7 addition, the access guide shall be posted on the SFUSD web page, maintained at
8 each school site, and shall be distributed at the offices of the ADA Coordinator. The
9 access guide also shall be made available in necessary and appropriate alternative
10 formats, such as foreign languages, large print, Braille and disk. The access guide
11 shall be given to members of the non-student class upon request.

12 **E. ADA Coordinator**

13 The ADA Coordinator shall have:

14 1. Responsibility and authority to direct as necessary that any of
15 SFUSD's programs, services and activities be relocated within the school to a location
16 that has a higher level of accessibility to a particular Class Member.

17 2. Responsibility and authority to receive and respond to inquiries
18 and complaints concerning physical access barriers from students and adults with
19 mobility and/or vision disabilities who use SFUSD facilities and programs.

20 3. Responsibility to obtain and require collection of all information
21 necessary to fulfill the obligations of this Judgment, including disabled access-related
22 complaints described in Section X of this Judgment.

23 4. Responsibility to recommend the adoption or modification of
24 SFUSD's policies and procedures to ensure that Class Members are provided access to
25 each of the programs, services, and activities within the SFUSD. Included among the
26 policies and procedures that the District shall implement by no later than January 1, 2005
27 are the following:
28

1 a. Written policies and procedures ensuring that accessible
2 work stations, accessible seating and other designated access
3 features for use by persons with mobility and/or vision disabilities
4 will be reserved and/or made available upon request.

5 b. Written policies and procedures concerning the
6 maintenance of accessible paths of travel, including keeping
7 pathways to and within classrooms clear for use by persons with
8 mobility and/or vision disabilities, and keeping such pathways
9 clear for use of access features by persons with mobility and/or
10 vision disabilities.

11 c. Written policies and procedures relating to the reservation
12 and selection of parking spaces for students at SFUSD who have
13 mobility and/or vision disabilities.

14 d. Written policies and procedures concerning prompt
15 retrieval and provision of books and other materials in SFUSD's
16 libraries that are not readily accessible and usable by persons with
17 mobility and/or vision disabilities.

18 e. Written policies and procedures regarding the hours during
19 which the automated doors at SFUSD's accessible entrances shall
20 be turned on.

21 f. Written policies and procedures concerning the provision
22 of appropriate, comprehensive and understandable signage
23 whenever construction work is in process, directing people with
24 mobility and/or vision disabilities to appropriate and accessible
25 alternative routes.

26 g. The ADA Coordinator shall identify other interim measures
27 that may be necessary, pending completion of approved physical
28 access structural barrier removal, to ensure that each of SFUSD's

1 programs, services and activities, respectively, are accessible to
2 and usable by students and persons with mobility and/or vision
3 disabilities pending the completion of the access work specified in
4 Section III.A and Section III.B.

5 5. The SFUSD ADA Coordinator shall be available to meet with Class
6 Members in an accessible location.

7 6. Defendants shall designate a liaison who shall have responsibility
8 and authority to act as an administrative liaison to Class Counsel for the duration of the
9 Judgment. The designated liaison shall have responsibility and authority to take the
10 following actions on behalf of Defendants: (1) collect information pertaining to
11 Defendants' compliance with this Stipulated Judgment, and (2) respond to requests from
12 Class Counsel for information or other documents as provided in this Judgment

13 **F. Training, Orientation and Notifications**

- 14 1. By September 30, 2004, the District shall implement the following:
- 15 a. Provide training on an annual basis to principals on the
 - 16 District's ADA and Section 504 grievance procedures;
 - 17 b. Provide information on the rights of persons with disabilities,
 - 18 the services of the ADA Coordinator and the District's ADA and
 - 19 § 504 grievance procedure on an annual basis to all student Class
 - 20 Members, a summary of the terms of this Stipulated Judgment and
 - 21 the names, addresses and telephone numbers of Class Counsel;
 - 22 c. Provide information on an annual basis on issues pertaining
 - 23 to students with disabilities and the services of the ADA Coordinator
 - 24 to teachers;
 - 25 d. Provide literature and training at least once per year to all
 - 26 principals describing the services provided by the ADA Coordinator;
 - 27 and,
 - 28

1 e. Provide literature at least once per year to all principals
2 discussing issues pertaining to education of students with disabilities
3 and physical access issues pertaining to such students.

4 2. To the extent that the District provides materials for events taking
5 place on its campuses, it shall have a policy requiring inclusion of language that advises
6 individuals with disabilities of the access guide and any other information necessary to
7 enable an individual with a disability to participate in campus events.

8 3. Any materials referenced in this section shall be made available in
9 alternative formats, such as foreign languages, large print, Braille and disk, as appropriate.
10 Additionally, materials referenced in paragraph 1 of this section shall also be posted on the
11 District website.

12 **VII. SAFETY**

13 **A. Evacuation Plans & Procedures**

14 By October 15, 2004 and by October 15 of each year thereafter during the
15 Compliance Period, the District shall prepare and implement effective written evacuation
16 plans for each student Class Member. Such evacuation plans shall:

17 1. Identify the name of the particular Class Member.

18 2. Identify the names of the staff members assigned to assist the Class
19 Member during an emergency.

20 3. Identify the specific method by which the Class Member will be
21 evacuated.

22 4. Identify the primary and secondary routes useable by the Class
23 Member that will be used to evacuate the Class Member.

24 5. Identify the location of any emergency equipment to be used to
25 evacuate the Class Member.

26 6. Identify an assembly area, useable by the Class Member, to meet
27 first responders.

28

1 7. Identify a safe area of assembly useable by the Class Member to
2 which the Class Member will be evacuated. Such area of assembly shall be at least 50
3 feet away from the building.

4 8. Include a visual map showing the footprint of the building with the
5 primary and secondary ADAAG compliant evacuation routes clearly marked for each
6 floor used by the Class Member.

7 9. Defendants shall also provide a visual map that complies with
8 OSHA guidelines on each floor of their schools and facilities. These maps shall:

- 9 a. Show only one building and one floor.
- 10 b. Show primary and secondary exits (color coding is
11 preferred). These exits must be remote from each other and so arranged as to minimize
12 any possibility that both may be blocked by any one fire or other emergency condition.
- 13 c. On upper floors show the locations of stairways and
14 elevators and indicate that the stairs, not the elevators, are the appropriate means of exit
15 in case of emergency.
- 16 d. Show an accessible assembly location outside the building
17 that is at least 50 feet away.
- 18 e. Show any accessible exits.
- 19 f. Show the "YOU ARE HERE" point with an X circled and
20 be drawn with the correct dimensional orientation so that the right and left of the viewer
21 will correspond accurately with the right and left on the map.

22 10. Defendants shall also maintain audible and visual fire alarms and
23 pull stations to be fully operational. Audible and visual fire alarms and pull stations shall
24 be maintained in accordance with Title 24 of the California Code of Regulations, and
25 shall be repaired within 24 hours of the discovery of any problem.

26 **B. Evacuation Chairs**

27 With respect to Class Members whose evacuation plans provide for the use of an
28 evacuation chair, Defendants shall provide an equal number of evacuation chairs for the

1 number of Class Members who would need to use the evacuation chairs. Defendants'
2 evacuation chairs must be either approved by the local fire department, meet a nationally
3 recognized standard, or be listed by a nationally recognized testing organization.

4 **C. Training**

5 Defendants shall train staff members each year in the use of specialized
6 evacuation equipment or procedures used to evacuate Class Members. The training
7 materials and procedures should be reviewed and approved by an expert proficient in the
8 area of emergency evacuation of persons with mobility and/or vision disabilities.

9 **D. Drills**

10 Defendants shall comply with Section 32001 of the California Education Code.
11 Defendants shall conduct an emergency evacuation drill at least one per month at the
12 child development center and elementary school levels. Defendants shall conduct an
13 emergency evacuation drill at least four times every school year at the middle school
14 level. Defendants shall conduct an emergency evacuation drill at least twice per year at
15 the high school level.

16 **VIII. TRANSPORTATION**

17 **A. Transportation**

18 Defendants shall provide accessible transportation to and from schools for those
19 Class Members having transportation as part of their IEP or 504 plans. Defendants shall
20 ensure that Class Members are transported in buses, vans or shuttles that meet current
21 federal or California standards for accessible design, whichever is stricter. Defendants
22 shall ensure that bus, shuttle, or van drivers are trained on an annual basis in the proper
23 means of securing persons with disabilities in the bus, shuttle or van, and shall also train
24 the drivers regarding the proper operation of lifts and ramps. Defendants shall require
25 that drivers do not drop Class Members off in the public street, but are left on the
26 sidewalk near the entrance of the school campus. Defendants shall provide accessible
27 transportation for all field trips in which Class Members participate. Defendants shall
28 make reasonable accommodations to provide all Class Members with accessible

1 transportation from their schools and facilities to their residences if Class Members stay
2 for previously and regularly scheduled after-school events, programs, services or
3 activities offered at the District's schools. Defendants may provide transportation
4 services for such events through the use of buses, shuttles, vans, taxi services or other
5 accessible means of transportation. Whenever Defendants provide transportation to
6 nondisabled students for purposes of any program, service, activity or extracurricular
7 event, Defendants shall provide transportation to students with disabilities and
8 nondisabled students in an integrated manner by using a transportation bus or vehicle that
9 is accessible so that Class Members and nondisabled persons ride together in the same
10 vehicle. Defendants may provide integrated transportation through use of a full size bus
11 with a wheelchair lift, or through the use of smaller buses, vans or shuttles as long as
12 Class Members are transported with nondisabled students in those smaller vehicles.

13 **B. Timeliness**

14 Defendants shall strictly enforce the terms of their existing contract with Laidlaw
15 as that contract relates to services provided to students. If Defendants contract with other
16 transportation service providers in the future, Defendants shall include within the terms
17 of that contract an appropriate section requiring that students with disabilities be provided
18 with timely and effective transportation services in accordance with the requirements of
19 the ADA and Section 504. Defendants shall comply with the provisions of Section 2.14
20 of their June 7, 2002 ADA Self-Evaluation Plan regarding "District-wide transportation."

21 **IX. NO RETALIATION AGAINST OR ADVERSE TREATMENT OF**
22 **CLASS MEMBERS**

23 Defendants are prohibited from retaliating in any way against any member of the
24 Class. Class members including representatives, deponents and declarants shall suffer no
25 adverse treatment by Defendants, their agents and employees. In the event the Class
26 members, including representatives, deponents or declarants claim that this paragraph has
27 been violated they shall have the right to file a complaint pursuant to the dispute resolution
28 process in this Stipulated Judgment.

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1 **X. COMPLIANCE**

2 **A. Complaint System**

3 Complaints shall be recorded using a form to be agreed upon between the parties.
4 Each complainant shall be provided with a copy of the completed complaint form at the
5 time the complaint is submitted to the ADA Coordinator. Defendants shall also provide a
6 voice mail system and an e-mail address that can be used by Class Members to file
7 complaints with the ADA Coordinator regarding access problems. The complaint form,
8 voice mail system and e-mail system shall be made available in necessary and appropriate
9 alternative formats, such as foreign languages, large print, Braille and disk.

10 **B. Reporting Requirements**

11 Defendants shall report every four months in writing on the status of SFUSD's
12 compliance with the terms of this Judgment. The ADA Coordinator shall be responsible for
13 coordinating and providing all reports required by this Judgment. The reports shall be
14 provided to Plaintiffs' counsel. The first report shall be due by no later October 1, 2004.

15 The reports shall include the following:

- 16 1. What compliance efforts have been made since the last report with
17 respect to each of the substantive terms of this Judgment;
- 18 2. What facilities have been modified and in what manner, and what
19 access work has been performed, including a report on which schools are in
20 compliance with the Group One and Group Two standards;
- 21 3. Whether all of the barrier removal and renovation work scheduled to
22 be completed since the last report has been completed, and if not, the extent
23 to which such work has been completed and why the scheduled work was
24 not completed;
- 25 4. What complaints were received by SFUSD regarding disability
26 access since the last report and the response to the complaints; and,
- 27 5. What monies were spent since the last report performing Interim
28 Access Work specified in Section III.B.

1 Defendants shall submit a final report to Class Counsel within sixty (60) days of
2 completion of all physical access barrier removal projects undertaken by Defendants
3 pursuant to this Judgment. The final report shall describe Defendants' compliance with this
4 Judgment, and in particular shall set forth the access improvements and other remedial
5 measures that Defendants have taken to comply with this Judgment.

6 At the request of Class Counsel, Defendants and Class Counsel shall meet in person
7 every four months to review Defendants' efforts to implement this Judgment, and to resolve
8 any disputes regarding implementation or enforcement.

9 **XI. INSPECTIONS AND REPORTING**

10 A. Throughout the Compliance Period, Plaintiffs' expert(s) may conduct
11 quarterly inspections of SFUSD's facilities to monitor compliance with this Judgment. The
12 first such inspection and report will take place by October 1, 2004. Subsequent inspections
13 will take place quarterly.

14 B. Prior to the submission to the California Division of the State Architect of
15 any architectural drawings for any school modernization referenced in Section III of this
16 Judgment, the District shall make such drawings available for review by Class Counsel to
17 determine if the drawings are in compliance with the terms of this Judgment. The
18 District shall notify Class Counsel via facsimile and overnight mail that such drawings
19 are available for review and provide the estimated date upon which the District will
20 submit the plans to DSA. Upon receipt of the drawings and documents to be reviewed,
21 Class Counsel may request that an expert of their choice review the drawings and
22 documents, which review shall take place within 30 days of the receipt of the drawings
23 and documents. If the expert designated by Class Counsel asserts that the drawings do
24 not meet the District's obligations as set forth in Section III.A. of this Judgment, the
25 expert shall provide a report, which report shall identify and describe all such asserted
26 deficiencies, to the District within the 30 day period specified above. The District shall
27 likewise notify Class Counsel of any change orders affecting the scope of the access work
28

1 in the drawings and shall provide a reasonable opportunity for Class Counsel to review
2 and comment on any such change order.

3 C. Upon substantial completion of any school modernization referenced in
4 Section III.A. of this Judgment, the District shall notify Class Counsel of such completion
5 via facsimile and overnight mail. Upon receipt of such notification, Class Counsel may
6 request that an expert of their choice be permitted to inspect the construction at issue for
7 purposes of compliance with the architectural drawings. Any such inspection shall take
8 place within 30 days of the notification date. Additionally, the District shall permit Class
9 Counsel upon 10 business days notice to inspect any interim access work performed by
10 the District under Section III.B of this Judgment. If the inspection of any modernization
11 or interim access work identifies asserted deficiencies, the inspector shall prepare a report
12 of the inspection, which report shall promptly be provided to the District.

13 XII. RESOLUTION OF ANY DISPUTES

14 In the case of any disputes arising out of or related to any alleged failure to
15 perform in accordance with the terms of this Judgment, the party asserting a failure of
16 performance shall notify the counsel for the other parties via facsimile and overnight
17 mail. Within ten (10) business days of the notification, the parties shall commence to
18 meet and confer in a good faith effort to resolve the dispute. If the parties are unable to
19 resolve the dispute through the meet and confer process, the parties shall engage in non-
20 binding mediation before Magistrate Judge Infante to be calendared within 21 days.
21 Upon certification from the mediator that the parties cannot resolve the dispute through
22 mediation, either party may file a motion with the Court to resolve the issue or issues
23 specified in the meet and confer process. In the motion, the party shall indicate whether
24 the resolution of the motion requires the taking of live testimony. If Magistrate Judge
25 Infante is not available to serve as the mediator, any disputes pursuant to this Judgment
26 may be submitted to the Honorable Eugene F. Lynch (Ret.) or the Hon. David Garcia
27 (Ret.) in that order. In the event that neither of these alternative mediators is available,
28 the parties shall mutually agree upon a mediator. If the parties are unable to agree upon a

1 mediator, a mediator shall be selected by the District Court. Class counsel shall not seek
2 any contempt remedies against the District or any individual Defendant for any alleged
3 failure to comply with the terms of this Stipulated Judgment.

4 **XIII. RELEASES**

5 **A. Releases By The Named Plaintiffs and The Class**

6 In return for the consideration provided for in this Judgment, the adequacy of which
7 is hereby acknowledged, on the date of Final Approval, all Class Members, both
8 individually and as a Class, and Named Plaintiffs shall be deemed to release and shall have
9 released Defendants and their trustees, officers, directors, employees, attorneys, agents and
10 insurers, and their successors and assigns, ("Released Parties") from any and all claims that
11 are the subject of, included within, and/or arise from this lawsuit, including without
12 limitation, all claims, liabilities, obligations, demands, actions, and claims under Title II of
13 the ADA, Section 504, 42 U.S.C. §1983 that were brought or could have been brought
14 against the Released Parties for injunctive or declaratory relief relating to physical access
15 barriers that allegedly deny program access at SFUSD's programs, services and activities for
16 persons with mobility and/or vision disabilities.

17 Nothing in this Judgment shall release any future claims by individuals for
18 reasonable accommodation under ADA Title II or Section 504 that do not relate to physical
19 access barriers. Nothing in this Judgment shall release any claims, past, present or future,
20 with respect to the Individuals with Disabilities Education Act.

21 **XIV. ATTORNEYS' FEES AND COSTS**

22 **A. Reasonable Attorneys' Fees and Costs**

23 Plaintiffs are the prevailing parties with respect to the award of reasonable attorneys'
24 fees and costs in this matter. Plaintiffs shall file a motion for an award of reasonable
25 attorneys' fees and costs incurred in connection with litigation through June 15, 2004 with
26 the Court in accordance with applicable law. The parties may appeal the decision of the
27 District Court regarding this matter.
28

1 **B. Reasonable Attorneys' Fees and Costs Regarding Monitoring**
2 **and Enforcement**

3 Class Counsel shall recover reasonable attorneys' fees and costs for work performed
4 in connection with Judgment approval and monitoring. Defendants stipulate that Class
5 Counsel are the prevailing parties for purposes of monitoring this Stipulated Judgment, but
6 Defendants may challenge the reasonableness of the amount of any fees and costs incurred.
7 Class Counsel shall submit to Defendants a statement and supporting documentation
8 regarding monitoring fees and costs on a semi-annual basis. Defendants shall pay such fees
9 and costs within 90 days of receipt of such statement and all supporting documentation
10 (including invoices for costs incurred). If Defendants object to such fees and costs, they
11 shall do so within 30 days of receipt of such statement. If Defendants object to such fees
12 and costs, Defendants shall pay the undisputed portion. Defendants shall pay up to \$30,000
13 annually for any reasonable expert costs associated with the monitoring of this Judgment.

14 With respect to reasonable attorneys' fees and costs arising from a dispute between
15 the parties pursuant to Section XII, Plaintiffs shall only recover reasonable attorneys fees
16 and costs in connection with such a dispute if they prevail with respect to the disputed issue.
17 With respect to such disputes, Defendants may dispute that Plaintiffs are the prevailing party
18 and/or may dispute the reasonableness of any fees and costs claimed by Plaintiffs.
19 Defendants shall not be entitled to the recovery of reasonable attorneys fees and/or costs for
20 any work performed in connection with this Judgment or the enforcement thereof.

21 **XV. EFFECTIVE DATE OF STIPULATED JUDGMENT**

22 This Stipulated Judgment shall become effective on the date of preliminary
23 approval by the District Court, or June 1, 2004, whichever is earlier.

24 **XVI. CONTINUING JURISDICTION**

25 The Court shall maintain continuing jurisdiction over this lawsuit for the length of
26 this Judgment for the purpose of overseeing and enforcing the terms herein.

1 **XVII. DURATION OF STIPULATED JUDGMENT**

2 This Stipulated Judgment shall be deemed effective on June 1, 2004. The Judgment
3 shall continue to be effective and binding upon the parties for a period of eight years after
4 the Effective Date, or until the access work identified in Section III is completed, whichever
5 is later. At that time, Defendants may move the District Court for an Order terminating its
6 jurisdiction of this matter on the basis that all of Defendants' obligations under the Judgment
7 have been fully discharged. Nothing in this Section shall bar Class Counsel from moving
8 for an extension of the Judgment to enforce any of its obligations. In the event that the
9 District Court grants Defendants' motion to terminate its jurisdiction in this matter,
10 Defendants' obligation to fully comply with the Americans with Disabilities Act of 1990,
11 Section 504 of the Rehabilitation Act of 1973 and 42 U.S.C. § 1983 shall continue
12 thereafter.

13 Each year for the duration of this Stipulated Judgment, Defendants shall provide
14 student class members with a written summary of this Stipulated Judgment, and a notice
15 providing the names, telephone numbers and addresses of Class Counsel. The information
16 required by this paragraph shall also be posted on the District's website. The District shall
17 provide Class Counsel with the names, addresses and telephone numbers of student Class
18 Members each year for the duration of this Judgment.

19 **XVIII. MISCELLANEOUS**

20 **A. Counterparts**

21 This Judgment may be executed in counterparts, each of which will be considered an
22 original, but all of which, when taken together, will constitute one and the same instrument.

23 **B. Interpretation**

24 The language of this Judgment shall be construed as a whole according to its fair
25 meaning, and not strictly for or against any of the Parties. The headings in this Judgment are
26 solely for convenience and will not be considered in its interpretation. Where required by
27 context, the plural includes the singular and the singular includes the plural, and the terms
28 "and" and "or" shall mean "and/or." This Judgment is the product of negotiation and joint

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1 drafting so that any ambiguity shall not be construed against any Party. Nothing in this
2 Stipulated Judgment shall be interpreted to relieve Defendants of any of their legal
3 obligations to comply fully with any more stringent California disability nondiscrimination
4 statute or any accompanying regulations or disability access design standards.

5 **C. Additional Documents**

6 To the extent any documents are required to be executed by any of the Parties to
7 effectuate this Judgment, each party hereto agrees to execute and deliver such and further
8 documents as may be required to carry out the terms of this Judgment.

9 **D. Authority to Bind**

10 The undersigned each represent and warrant that they are authorized to sign on
11 behalf of, and to bind, Defendants, and represent and warrant that this Judgment has been
12 approved by School Board of the San Francisco Unified School District and Superintendent
13 of Schools Arlene Ackerman.

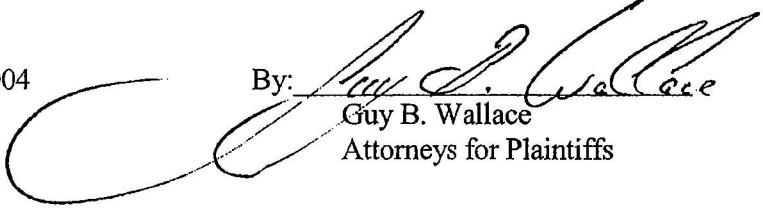
14 **E. Notice**

15 Defendants shall bear the cost of notice to the class of the Stipulated Judgment in
16 connection with the Court approval process and fairness hearing. The form of any such
17 notice shall be agreed upon between the parties, and will be subject to Court approval.
18 Defendants shall provided updated class member contact information (including names,
19 addresses, telephone numbers and email addresses) by no later than October 1 each year for
20 the duration of this Judgment.

21 For Plaintiffs:

22 SCHNEIDER & WALLACE

23
24 Dated: July 1, 2004

25 By: 

26 Guy B. Wallace
27 Attorneys for Plaintiffs
28

THE LEGAL AID SOCIETY--
EMPLOYMENT LAW CENTER

Dated: 7/1, 2004

By: Patricia A. Shiu
Patricia A. Shiu
Attorneys for Plaintiffs

JOSÉ R. ALLEN

Dated: July 1, 2004

By: José R. Allen
José R. Allen
Attorneys for Plaintiffs

For Defendants:

CITY ATTORNEY'S OFFICE

Dated: 7-6, 2004

By: James M. Emery
James M. Emery
Attorneys for Defendants

SAN FRANCISCO UNIFIED SCHOOL
DISTRICT

Dated: 7/8, 2004

By: Dr. Arlene Ackerman
Dr. Arlene Ackerman
Superintendent of Schools

SAN FRANCISCO UNIFIED SCHOOL
DISTRICT OFFICE OF THE GENERAL
COUNSEL

Dated: _____, 2004

By: Louise H. Renne
Louise H. Renne
General Counsel

SAN FRANCISCO UNIFIED SCHOOL
DISTRICT BOARD OF EDUCATION

Dated: _____, 2004

By: _____
Dr. Dan Kelly
President

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