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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)  
18 guardians ad litem of L.L.; et al., )  
19 Plaintiffs, ) **CLASS ACTION**  
20 vs. ) **STIPULATED JUDGMENT**  
21 THE SAN FRANCISCO UNIFIED SCHOOL )  
22 DISTRICT ("SFUSD" or "DISTRICT"), et al., )  
23 Defendants. )  
24 )  
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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 litem 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.

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**C. Compliance Period**

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

**D. Interim Access Work**

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

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

**E. Notice**

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

**F. Path of Travel**

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

**G. Physical Access Barrier**

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



- 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

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- 1 37. Rooftop School (Mayeda campus)
- 2 38. Argonne Child Development Center
- 3 39. Las Americas Child Development Center
- 4 40. Alice Fong Yu Elementary School
- 5 41. Chinese Education Center Elementary School
- 6 42. Sutro Elementary School
- 7 43. Sutro Child Development Center
- 8 44. Mission Child Development Center
- 9 45. Jefferson Child Development Center
- 10 46. San Miguel Child Development Center
- 11 47. Independence High School

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

17 **Group 2 Schools & Facilities**

18 Defendants shall complete all Priority 1-3 access work specified in the June 7,  
19 2002 ADA Transition Plan at the following schools and/or facilities by no later than June  
20 30, 2010:

- 21 1. Newcomer High School
- 22 2. Aptos Middle School
- 23 3. Luther Burbank Middle School
- 24 4. Mission Education Center Elementary School
- 25 5. John Swett Elementary School
- 26 6. Lakeshore Elementary School
- 27 7. Lawton Elementary School
- 28 8. New Traditions Elementary School



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

- 1 17. Miraloma Elementary School
- 2 18. Phillip & Sala Burton High School
- 3 19. Presidio Middle School
- 4 20. Raoul Wallenberg High School
- 5 21. Redding Elementary School
- 6 22. Roosevelt Middle School
- 7 23. Sanchez Elementary School
- 8 24. School of the Arts
- 9 25. Sunnyside Elementary School
- 10 26. Twenty-First Century Academy
- 11 27. Ulloa Elementary School
- 12 28. Visitacion Valley Middle School

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

- 25 1. Path of Travel. All of the access barriers of the following types shall  
26 be removed:
  - 27 (a) Lack of accessible passenger loading zones & curb ramps from the  
28 sidewalk to the school or facility campus. The District will bear

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

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

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

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

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

(e) Ramp landings that are too short. Defendants shall ensure that all ramp landings comply with ADAAG. Defendants shall perform 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.

1 **MILESTONES TO ASSESS PROGRESS**

2 1. For the construction work identified in Section III.A sites 1-39, the District shall  
3 perform in accordance with the following schedule:

- 4 a. All design work shall be completed by May 15, 2005.  
5 b. All contracts shall be advertised by July 12, 2005.  
6 c. All contracts for construction shall be awarded by September 1, 2005.  
7 d. All projects shall be issued a Notice To Proceed by October 1, 2005.

8 2. Milestones for the construction work identified with respect to Group One  
9 Schools and Facilities 40-47, Group Two School and Facilities, and Group Three Schools and  
10 Facilities shall be established by no later than June 30, 2006.

11 3. With respect to the interim access work sites, District representatives shall meet  
12 and confer with Plaintiffs every six months to determine priorities of interim access work at  
13 those sites. With respect to work performed by an outside contractor at those sites, Plaintiffs  
14 shall meet and confer with Defendants and the contractor at the outset of the contract.

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

17 By December 31, 2004, Defendants shall complete an ADA self-evaluation and  
18 transition plan for Defendants' charter schools and county schools that are housed in facilities  
19 that are owned by the San Francisco Unified School District where SFUSD conducts programs,  
20 services and activities in order to identify features that do not comply with ADAAG, to the  
21 extent that such facilities are not already specifically covered in Defendants' June 7, 2002  
22 ADA self-evaluation and transition plan. Defendants shall include any charter or county  
23 schools housed in facilities owned by the District not previously covered in Defendants' June  
24 7, 2002 ADA self-evaluation and transition plan. The programs, services and activities offered  
25 at these charter and county schools shall be made accessible on the same schedule as the Group  
26 3 schools and facilities as specified in Section III.A.

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 ½ 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

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

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

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

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

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

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

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

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

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

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

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

12. All detectible warning striping shall be checked each school year and 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:
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a. Written policies and procedures ensuring that accessible work stations, accessible seating and other designated access features for use by persons with mobility and/or vision disabilities will be reserved and/or made available upon request.

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

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

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

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

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

g. The ADA Coordinator shall identify other interim measures that may be necessary, pending completion of approved physical 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.

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

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  
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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: [Signature]  
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: [Signature]  
Dr. Arlene Ackerman  
Superintendent of Schools

SAN FRANCISCO UNIFIED SCHOOL  
DISTRICT OFFICE OF THE GENERAL  
COUNSEL

Dated: \_\_\_\_\_, 2004

By: [Signature]  
Louise H. Renne  
General Counsel

SAN FRANCISCO UNIFIED SCHOOL  
DISTRICT BOARD OF EDUCATION

Dated: \_\_\_\_\_, 2004

By: \_\_\_\_\_  
Dr. Dan Kelly  
President

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