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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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27)
28)

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

17 With respect to the schools and/or facilities identified above as Group 2 Schools
18 and Facilities, in addition to the access work identified in Priorities 1-3 of the June 7,
19 2002 ADA Transition Plan, Defendants shall also provide (i) supervised automatic
20 sprinkler systems or areas of rescue assistance; (ii) restrooms that provide an ADAAG
21 compliant side transfer toilet in those restrooms to be made accessible in connection with
22 the access work identified in Priorities 1-3 of the June 7, 2002 ADA Transition Plan ; (iii)
23 ADAAG compliant strike side clearance at all classrooms.

24 **Group Three Schools & Facilities**

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

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.

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MILESTONES TO ASSESS PROGRESS

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

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

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

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

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

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

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

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

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

F. Training, Orientation and Notifications

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

