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Attorneys for Defendants  
7 THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT (“SFUSD”),  
CARLOS GARCIA, in his official capacity as SUPERINTENDENT,  
8 And the SCHOOL BOARD

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 ROXANNE LOPEZ, as guardian ad litem  
12 of L.L.; *et al.*, , on behalf of themselves  
and all others similarly situated,

13 Plaintiffs,

14 vs.

15 THE SAN FRANCISCO UNIFIED  
16 SCHOOL DISTRICT, CARLOS  
17 GARCIA, in his official capacity as  
SUPERINTENDENT, and the SCHOOL  
18 BOARD, in their official capacities,

19 Defendants.

Case No. C99-3260 SI

**STIPULATION AND ~~PROPOSED~~  
ORDER TERMINATING  
JURISDICTION**

1 **STIPULATION**

2 WHEREAS, on July 6, 1999, named plaintiffs Hugo and Roxanne Lopez as guardians ad  
3 litem of Jason Lopez, and Teresa Gallegos commenced this class action in the United States  
4 District Court for the Northern District of California alleging *inter alia*, discrimination in  
5 violation of the Americans with Disabilities Act (“ADA”), Section 504 of the Rehabilitation Act  
6 of 1973 (“Section 504”) and 42 U.S.C § 1983 regarding physical and program access for persons  
7 with mobility and/or vision disabilities in the schools of the San Francisco Unified School  
8 District (“School District”);

9 WHEREAS, by Order dated May 2, 2001, the Court certified the following two classes:

- 10 1. All persons disabled by mobility and/or visual impairments who have enrolled as  
11 students in the San Francisco Unified School District since July 6, 1996 and who  
12 have allegedly been denied their rights under Title II of the Americans with  
13 Disabilities Act, Section 504 of the Rehabilitation Act and 42 U.S.C. section 1983  
14 to access to the programs, services, activities and/or facilities of the San Francisco  
15 Unified School District as a result of physical barriers.
- 16 2. All persons (other than students) disabled by mobility and/or visual impairments  
17 who have allegedly been denied their rights under Title II of the Americans with  
18 Disabilities Act, Section 504 of the Rehabilitation Act and 42 U.S.C. section 1983  
19 to access to the programs, services, activities and/or facilities of the San Francisco  
20 Unified School District as a result of physical barriers;

21 WHEREAS, on October 21, 2004, the Court approved a class settlement and entered into  
22 the record a Stipulated Judgment resolving all of the class claims of the certified classes;

23 WHEREAS, the Stipulated Judgment required the School District, *inter alia*, to do the  
24 following:

- 25 • Pursuant to the Stipulated Judgment, the School District agreed to renovate 96  
26 school facilities by June 30, 2012 to make those facilities ADA-compliant, plus  
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1 charter schools and county schools that are housed in facilities that the School  
2 District owns.

- 3 • Pursuant to the Stipulated Judgment , the School District agreed to maintain the  
4 access features at each school, including bathrooms, elevators, automatic door  
5 openers and paths of travel.
- 6 • Pursuant to the Stipulated Judgment, the School District agreed to provide  
7 accessible transportation for field trips, and to provide a paraprofessional aide, for  
8 field trips and after-school activities, when a student's Section 504 plan or IEP  
9 provides for an aide. The School District agreed to provide students with mobility  
10 disabilities or vision disabilities equivalent opportunities to participate in athletic  
11 programs.
- 12 • Pursuant to the Stipulated Judgment, the School District agreed to develop and to  
13 maintain an Access Guide, which is available on the District's website, and from  
14 the ADA Coordinator. The School District agreed to provide annual training and  
15 information to principals and teachers. The School District's ADA coordinator is  
16 responsible for responding to physical access concerns of students and parents.
- 17 • Pursuant to the Stipulated Judgment, the School District agreed to develop an  
18 individualized emergency evacuation plan for each student with a mobility  
19 disability or a vision disability.
- 20 • Pursuant to the Stipulated Judgment, the School District agreed to provide  
21 triannual reports to Class Counsel and to permit Class Counsel to inspect the  
22 School District's facilities to verify compliance with the requirements of the  
23 Stipulated Judgment;

24 WHEREAS, Section XVII of the Stipulated Judgment provides: "The Judgment shall  
25 continue to be effective and binding upon the parties for a period of eight years after the  
26 Effective Date [i.e., until May 31, 2012], or until the access work identified in Section III is  
27 completed, whichever is later. At that time, Defendants may move the District Court for an  
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1 Order terminating its jurisdiction of this matter on the basis that all of Defendants’ obligations  
2 under the Judgment have been fully discharged.”;

3 WHEREAS, over the life of the Stipulated Judgment, Class Counsel has received and  
4 reviewed the School District’s triannual reports and has inspected representative facilities that  
5 the School District has modernized pursuant to the Stipulated Judgment;

6 WHEREAS, the School District represents that it has completed the access work  
7 identified in Section III of the Stipulated Judgment and it has fully discharged all its obligations  
8 under the Stipulated Judgment;

9 WHEREAS, based on its inspections of the School District’s facilities and its review of  
10 the School District’s triannual reports, Class Counsel have concluded that the School District has  
11 substantially completed the access work identified in Section III and discharged its other  
12 disability access obligations under the Stipulated Judgment;

13 NOW THEREFORE, the parties hereby stipulate that the Court’s jurisdiction over this  
14 matter shall be terminated. Pursuant to Section XIV.B. Class Counsel shall prepare a final  
15 statement of reasonable attorneys’ fees and costs incurred in monitoring the performance of the  
16 Stipulated Judgment. Such a statement shall be submitted to Defendants by no later than  
17 October 31, 2013. If there are any disputes regarding same, those shall be resolved in

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