

1 DENNIS J. HERRERA, State Bar #139669
 City Attorney
 2 JAMES M. EMERY, State Bar #153630
 Deputy City Attorney
 3 San Francisco City Hall, Room 234
 1 Dr. Carlton B. Goodlett Place
 4 San Francisco, California 94102-4682
 Telephone: (415) 554-4628
 5 Facsimile: (415) 554-4757
 E-Mail: Jim.Emery@sfgov.org

6 Attorneys for Defendants
 7 THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT (“SFUSD”),
 8 CARLOS GARCIA, in his official capacity as SUPERINTENDENT,
 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
27

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
28

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

18 \\
19 \\
20 \\
21 \\
22 \\
23 \\
24 \\
25 \\
26 \\
27 \\
28

1 accordance with Section XII of the Judgment, and this Court shall retain jurisdiction for the sole
2 purpose of resolving any such disputes.

3 IT IS SO STIPULATED.

4 Dated: September 27, 2013

5 SCHNEIDER WALLACE COTTRELL
6 KONECKY LLP

7 By: _____ /s/
8 GUY B. WALLACE
9 Counsel for Plaintiff Classes


10 DENNIS J. HERRERA
11 City Attorney
12 JAMES M. EMERY
13 Deputy City Attorney

14 By: _____ /s/
15 JAMES M. EMERY
16 Deputy City Attorney
17 Counsel for Defendants

18 **ORDER**

19 Pursuant to the foregoing stipulation of the parties, IT IS HEREBY ORDERED that the
20 Court's jurisdiction over the matter is terminated with the exception of any issues to be resolved
21 regarding any dispute concerning reasonable attorneys' fees and costs with respect to monitoring
22 as noted above. Oct. 1

23 Dated: ~~September~~ __, 2013

24 
25 _____
26 HON. SUSAN ILLSTON
27 United States District Judge