

1 BARRETT K. GREEN, Bar No. 145393  
 2 [bgreen@littler.com](mailto:bgreen@littler.com)  
 3 Laila S. Tafreshi, Bar No. 299985  
 4 [ltafreshi@littler.com](mailto:ltafreshi@littler.com)  
 5 LITTLER MENDELSON, P.C.  
 2049 Century Park East, 5th Floor  
 Los Angeles, CA 90067.3107  
 Telephone: 310.553.0308  
 Facsimile: 310.553.5583

6 D. DENEEN EVANS COX, Bar No. 204792  
 7 Chief Compliance and Performance Monitoring  
 8 Counsel  
 9 [deneen.cox@lausd.net](mailto:deneen.cox@lausd.net)  
 10 OFFICE OF THE GENERAL COUNSEL  
 11 LOS ANGELES UNIFIED SCHOOL DISTRICT  
 12 333 S. Beaudry Avenue, Floor 24  
 13 Los Angeles, CA 90017  
 14 Telephone: 213.241.6601  
 15 Facsimile: 213.241.8444

16 Attorneys for Defendant LAUSD  
 17 [ADDITIONAL COUNSEL LISTED ON NEXT  
 18 PAGE]

19 UNITED STATES DISTRICT COURT  
 20 CENTRAL DISTRICT OF CALIFORNIA

21 CHANDA SMITH, et al.,  
 22 Plaintiffs,  
 23 v.  
 24 LOS ANGELES UNIFIED SCHOOL  
 25 DISTRICT, et al.,  
 26 Defendants/Third-Party  
 27 Plaintiff

28 Case No. CV 93-7044-RSWL (GHKx)  
 ASSIGNED FOR ALL PURPOSES TO  
 JUDGE RONALD S. W. LEW  
**STIPULATION BETWEEN  
 PLAINTIFFS AND DEFENDANT  
 LOS ANGELES UNIFIED SCHOOL  
 DISTRICT TO CONCLUDE AND  
 TERMINATE MODIFIED  
 CONSENT DECREE PURSUANT  
 TO SECTION 20, AND TO DISMISS  
 ACTION WITHOUT PREJUDICE**

1 ROBERT M. MYERS, Bar No. 66957  
2 [rmmyers@ix.netcom.com](mailto:rmmyers@ix.netcom.com)  
3 DAVID W. GERMAN, Bar No. 252394  
4 [dgerman@navlaw.net](mailto:dgerman@navlaw.net)  
5 NEWMAN, AARONSON, VANAMAN LLP  
6 14001 Ventura Boulevard  
7 Sherman Oaks, CA 91423  
8 Telephone: 818.990.7722  
9 Fax: 818.501.1306

6 MELINDA BIRD, Bar No. 102236  
7 [melinda.Bird@disabilityrightsca.org](mailto:melinda.Bird@disabilityrightsca.org)  
8 DISABILITY RIGHTS CALIFORNIA  
9 350 South Bixel Street, Suite 290  
10 Los Angeles, CA 90017  
11 Telephone: 213.213.8000  
12 Fax: 213.213.8001

10 CATHERINE BLAKEMORE, Bar. No. 75850  
11 [catherine.Blakemore@disabilityrightsca.org](mailto:catherine.Blakemore@disabilityrightsca.org)  
12 DISABILITY RIGHTS CALIFORNIA  
13 1831 K Street  
14 Sacramento, CA 95811  
15 Telephone: 916.504.5800  
16 Fax: 916.504.5801

14  
15  
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3 **INTRODUCTION**

4 1. In November 1993, a class action complaint was filed in this matter, with  
5 the stated purpose of bringing Defendant Los Angeles Unified School District  
6 (“LAUSD” or “District”) into compliance with applicable federal law, being the  
7 Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §§ 1400 et seq.), and  
8 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794. (DKT#  
9 1; amended complaints at DKT# 7 and 22<sup>1</sup>.)

10 2. The litigation was resolved in 1996 through a consent decree. (DKT#  
11 84.) Thereafter, by agreement of the Parties and approval of the District Court, in  
12 May 2003 the consent decree was modified and superseded by a Modified Consent  
13 Decree (also referred to hereinafter as the “MCD”). (See DKT# 265 and 266.)

14 3. The May 2013 MCD set forth specified “Outcomes,” that were expected  
15 to be met over the succeeding several years (MCD, Section 6), and put in place a  
16 “monitor” whose primary responsibility was to evaluate whether the Outcomes set  
17 forth in the MCD are met (MCD, Sections 2 and 3).

18 4. The MCD provided for “disengagement of Outcomes” once the  
19 Outcomes were met (MCD, Section 16), and provided for termination of the MCD  
20 once the Outcomes and certain other requirements as discussed in more detail below  
21 were met (MCD, Section 17).

22 5. The MCD also provided that it could be modified by agreement of the  
23 Parties, subject to Court approval. (MCD, Section 20.)

24 6. At the time of the MCD’s approval in 2003, it was contemplated that the  
25 Outcomes would be met and the MCD terminated within 3 years (by June 30, 2006)  
26

27  
28 <sup>1</sup> The operative complaint, the Second Amended Complaint, will be referred to hereinafter as the “Complaint.”

1 (see MCD Section 6, lines 16-17). However, this did not occur and the MCD remains  
2 in place.

3 7. Over the past 16 years, Class Counsel and the District have collaborated  
4 in good faith to ensure improvement in the delivery of special education and related  
5 services to the students of the District. During this time period, there have been three  
6 Independent Monitors due to retirement and the unfortunate passing of one of the  
7 monitors.

8 8. The Parties agree that all or nearly all the Outcomes have been met, with  
9 slight disagreements regarding the specifics. The District maintains that all Outcomes  
10 have been met and disengaged, with perhaps one Outcome just about to be met. The  
11 District maintains that the MCD should terminate by June 30, 2019.

12 9. Plaintiffs agree that nearly all of the Outcomes have been met as  
13 determined by the Independent Monitor. However, plaintiffs maintain that some  
14 Outcomes have not been fully met and that the District's performance on some  
15 previously met outcomes has fallen below thresholds required by the MCD. As a  
16 result, plaintiffs believe that termination of the MCD by June 30, 2019, is premature.

17 10. Despite this minor disagreement, the Parties have conferred regarding  
18 timing of concluding and terminating the MCD, and have reached a compromise –  
19 subject to Court approval - under the terms of which the MCD would conclude and  
20 terminate December 31, 2019.

21 11. The Parties lodge this “Stipulation Between Plaintiffs And Defendant  
22 Los Angeles Unified School District To Conclude And Terminate Modified Consent  
23 Decree Pursuant To Section 20, And To Dismiss Action Without Prejudice,” together  
24 with a “[Proposed] Order.”

25 **RATIONALE AND SUPPORT FOR PROPOSED CONCLUSION AND**  
26 **TERMINATION OF MCD**

27 12. The MCD contains the following 17 Outcomes:

28 Outcome 1: Participation in the Statewide Assessment Program

- 1 Outcome 2: Performance in the Statewide Assessment Program
- 2 Outcome 3: Graduation Rate
- 3 Outcome 4: Completion Rate
- 4 Outcome 5: Reduction of Long-Term Suspensions
- 5 Outcome 6: Placement of Students with Eligibilities of Specific Learning
- 6 Disabilities and Speech and Language Impaired
- 7 Outcome 7: Placement of Students with All Other Eligibilities
- 8 Outcome 8: Home School
- 9 Outcome 9: Individual Transition Plan
- 10 Outcome 10: Timely Completion of Evaluations
- 11 Outcome 11: Complaint Response Time
- 12 Outcome 12: Informal Dispute Resolution
- 13 Outcome 13: Delivery of Services
- 14 Outcome 14: Increased Parent Participation
- 15 Outcome 15: Timely Completion of Future Translations
- 16 Outcome 16: Increase in Qualified Providers
- 17 Outcome 17: IEP Team Consideration of Special Factors – Behavioral
- 18 Interventions, Strategies, and Supports

19 13. As reflected in the reports of the Office of Independent Monitor (“OIM”),  
20 these Outcomes (or in some instances, amended versions of the Outcomes have been  
21 met), as follows:

- 22 Outcome 1: Met in 2006 (See OIM Letter<sup>2</sup>, dated March 12, 2007.)
- 23 Outcome 2: Met in 2011 (See OIM Report, dated February 17, 2012.)
- 24 Outcome 3: Met in 2008 (See OIM Report, dated February 4, 2009.)
- 25 Outcome 4: Met in 2012 (See OIM Report, dated October 24, 2012.)
- 26 Outcome 5: Met in 2009 (See OIM Report, dated October 5, 2009.)

27 <sup>2</sup> Copies of the referenced OIM reports are available at the OIM website, at the  
28 following link: <http://oimla.com/reports.htm>

1 Outcome 6: Met in 2006 (See OIM Report, dated August 22, 2006.)

2 Outcome 7: Met in 2015<sup>3</sup> (See OIM Report, dated November 10, 2015.)

3 Outcome 8: Met in 2008 (See OIM Report, dated October 1, 2008.)

4 Outcome 9: Met in 2006 (See OIM Report, dated August 22, 2006.)

5 Outcome 10: Met in 2008 (See OIM Report, dated October 1, 2008.)

6 Outcome 11: Met in 2006 (See OIM Report, dated August 22, 2006.)

7 Outcome 12: Met in 2006 (See OIM Report, dated August 22, 2006.)

8 Outcome 13: Met in 2019 (Remaining portal posting to occur by June  
9 15, 2019.)

10 Outcome 14: Met in 2008 (See OIM Report, dated October 1, 2008.)

11 Outcome 15: Met in 2007 (See OIM Report, dated September 28, 2007.)

12 Outcome 16: Met in 2008 (See OIM Report, dated October 1, 2008.)

13 Outcome 17: Met in 2006 (See OIM Report, dated August 22, 2006.)<sup>4</sup>

14 14. In addition to the 17 Outcomes, the MCD also required the District to  
15 ensure that all new construction and renovation and repairs by the District comply  
16 with Section 504 and the Americans with Disabilities Act (the "ADA") (42 U.S.C. §§  
17 12101 et seq.), and that the District enter into binding commitments to expend at least  
18 \$67.5 million dollars on accessibility renovations or repairs to existing school sites,  
19 consistent with Section 504 and the ADA. (MCD, Section 10.) These requirements  
20 have been met.

21 15. The MCD also required the District to establish a unit to rapidly respond  
22 to requests for minor renovations where necessary to provide access for individual  
23 students seeking placement in currently inaccessible programs and expend up to \$20

24  
25 <sup>3</sup> Outcome 7 was amended in 2012 but, per a recent settlement with Intervenors, the  
26 amended Outcome 7 will be vacated, and the original Outcome 7 deemed to have been  
met.

27 <sup>4</sup> An additional performance outcome (relating to Proportionality) was established  
28 pursuant to Par. 53 of the MCD. This Outcome was met on June 30, 2010. This was  
noted in the OIM Report, dated September 29, 2010, and by Monitor letter dated  
October 16, 2010.

1 million on task orders related to these requests. (MCD, Section 10, par. 78.) The  
2 District established such a unit, and since 2003 has in many instances provided (and to  
3 this day, is still providing) such rapid action responses exceeding the up to \$20 million  
4 required expenditure. (See OIM Report, dated October 13, 2014, reflecting \$13.68  
5 million expended; more than \$7 million has since been expended.)

6 16. The MCD also incorporated a provision, mandating that the District  
7 develop and implement an “Integrated Student Information System.” (MCD, Section  
8 11.) The District has since designed, developed and implemented such a system,  
9 known as “MiSiS” for “My Integrated Student Information System,” and has  
10 complied with this requirement of the MCD. (See OIM Letter, dated April 9, 2019.)

11 17. Finally, the MCD required the Independent Monitor to provide a  
12 certification that, in the Independent Monitor’s “judgment, the District’s special  
13 education program has no systemic problems that prevent substantial compliance with  
14 applicable federal special education laws and regulations.” [¶88] The Parties believe  
15 that the District’s special education program has largely achieved such substantial  
16 compliance, although plaintiffs believe some problems remain. It was not the  
17 intention of the parties that this requirement would be the sole barrier to termination of  
18 the MCD. In lieu of the certification required by section 88 of the MCD, the  
19 Independent Monitor shall produce a final report setting forth the status and extent of  
20 District’s achievement on each of the enumerated outcomes and of District’s  
21 substantial compliance with applicable federal special education laws and regulations.  
22 This report shall be provided to the parties and posted on the website of the  
23 Independent Monitor no later than December 15, 2019. The report shall set forth such  
24 recommendations as the Independent Monitor deems appropriate to assist the District  
25 in ensuring ongoing special education compliance following termination of the MCD.

26 18. Through the date of the Independent Monitor’s Report, the District shall  
27 continue to provide monthly data reports and such other data as requested by the  
28

1 Independent Monitor. The Independent Monitor shall be allowed to interview such  
2 District personnel as is necessary to complete the final Report.

3 19. Based on the foregoing, the District has achieved all or nearly all of the  
4 requirements of the MCD. Plaintiffs believe that sufficient improvement has been  
5 made that Court oversight is no longer required and are in agreement that it is time to  
6 conclude the case.

7 20. The Parties have met and conferred and propose an end date of December  
8 31, 2019, for conclusion and termination of the MCD, and dismissal of the action  
9 without prejudice.

10 21. The parties have agreed to and shall be bound by the following additional  
11 terms:

12 a. The management and control of the website of the Independent Monitor  
13 ([www.oimla.com](http://www.oimla.com)) shall be transferred to Disability Rights California to  
14 maintain as an historical resource. No later than January 15, 2020, the  
15 following notice shall be placed on the website: "The Modified Consent  
16 Decree terminated on December 31, 2019. This website is being  
17 maintained as a historical record of the MCD." In addition, the contacts  
18 page shall be deleted. Disability Rights California shall not otherwise  
19 add or delete, nor allow for additions to or deletions from, the  
20 [www.oimla.com](http://www.oimla.com) except by written agreement with the District, and shall  
21 not transfer or assign the management or control of the website.

22 b. The Independent Monitor shall close his office no later than December  
23 31, 2019.

24 c. The Board has approved a contract to reimburse the Independent Monitor  
25 for all fees and expenses reasonably incurred through December 31,  
26 2019, in accordance with Section 3 of the MCD.

27 d. Notwithstanding termination of the MCD, the District shall be obligated  
28 to reimburse plaintiffs' counsel for all fees and expenses reasonably



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incurred through December 31, 2019, in accordance with Section 19 of the MCD.

Dated: July 23, 2019

Respectfully submitted,

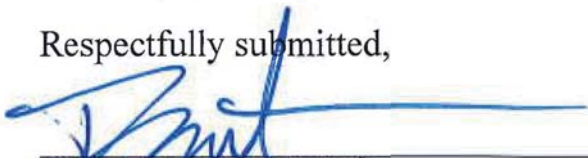
/s/ D. Deneen Evans Cox  
D. DENEEN EVANS COX  
LAUSD, OFFICE OF THE GENERAL COUNSEL  
Attorneys for Defendant LAUSD  
Respectfully submitted,

Dated: July 23, 2019

/s/ Barrett K. Green  
BARRETT K. GREEN  
LITTLER MENDELSON PC  
Attorneys for Defendant LAUSD


Dated: July 8, 2019

Respectfully submitted,

  
ROBERT M. MYERS  
DAVID W. GERMAN  
NEWMAN.AARONSON.VANAMAN  
LLP  
Attorneys for the Plaintiff Class

Dated: July 8, 2019

Respectfully submitted,

  
MELINDA BIRD  
CATHERINE BLAKEMORE  
DISABILITY RIGHTS CALIFORNIA  
Attorneys for the Plaintiff Class