

## AGREEMENT TO TERMINATE AMENDED STIPULATION

### Background

1. In 1985, Plaintiffs Y.S., S.C., P.K., individually and on behalf of others similarly situated ("Plaintiffs"), filed a civil action in the United States District Court for the Eastern District of Pennsylvania against The School District of Philadelphia ("the School District"), alleging that the School District failed to take sufficient steps to address problems resulting from the students and parents with limited proficiency in English. *Y. S. et al. v. The School District of Philadelphia*, Civil Action No. 85-6924 (the "Civil Action").

2. The "student class" and "parent class" were defined in the Interim Remedial Agreement, dated May 3, 1988.

3. On October 19, 2010, the parties entered into an Amended Stipulation in the Civil Action (the "Amended Stipulation").

4. Plaintiffs believe that the School District has not fully complied with the provisions of the Amended Stipulation.

5. The School District believes that it has substantially complied with the terms of the Amended Stipulation.

6. Plaintiffs and the School District (together "the Parties") wish to provide for a termination of the Amended Stipulation and a dismissal of the civil action. The termination of the Amended Stipulation and the dismissal will be with prejudice to the enforcement of the Amended Stipulation and the re-opening of the Civil Action, but they will be without prejudice to the filing of a new class action against the School District, and they will be without prejudice to any legal claims members of a proposed new class might have, including but not limited to claims that arose during the period between October 19, 2010 and the date the Stipulation (in the form of Attachment "A" hereto) is approved by the Court.

the amount of funding during the 2014-2015 school year and consistent with applicable law. The School District also agrees to continue to use and update as it deems necessary, the English Language Learner (“ELL”) Education Program Handbook (2013-2014) and High School English for Speakers of Other Languages (“ESOL”) Program Handbook (2012), or comparable publications, and agrees to assist families to access programs of ESOL or bilingual instruction and to access support services to the same extent available to peers who are native speakers of English and to provide comprehensible instruction as required by applicable law.

b. Translation and Interpretation Services. The Translation and Interpretation Center’s responsibilities currently include translations of essential school documents such as notices and meetings concerning school rules and procedures, enrollment procedures, school discipline matters, report cards, conferences, testing results, promotion requirements, extracurricular activities and school governance. The School District shall maintain the activities and duties of the Translation and Interpretation Center or comparable program office, as they exist at the time of this Agreement, subject to available basic education funding remaining at amounts at least equal to the amount of funding during the 2014-2015 school year and consistent with applicable law.

c. Publication of Performance Data. The School District shall, at least annually, continue to make available to the public all data that it collects concerning the performance of ELLs as measured on School District and state assessments, including the state assessment entitled *Assessing Communication and Comprehension in English State to State for English Language Learners* (ACCESS for ELLs), presented district-wide and disaggregated by grade (with all personally-identifiable information redacted) and by school. The data shall be provided to the School Reform Commission and posted on the School District’s website.

with Disabilities Education Act, 20 U.S.C. § 1400 et seq. and as amended (including 20 U.S.C. § 1415 and 34 C.F.R. § 300 et seq.), Chapter 14 of the Pennsylvania Code of Education Regulations, 22 Pa. Code § 14 et seq., Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 et seq. and as amended, and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, or other applicable rules or laws. Nothing in this Agreement shall constitute in any way a waiver of the provisions of law protecting members of the student class or parent class, including Title VI of the 1964 Civil Rights Act or the Equal Educational Opportunities Act (EEOA) of 1974.

6. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs, except that the School District will pay to the Education Law Center (ELC) the amount of \$7,500, which shall include \$3,750 to be paid to the Public Interest Law Center of Philadelphia (PILCOP) as partial payment or reimbursement of Plaintiffs' reasonable attorneys' fees and costs incurred in prosecuting the Civil Action. The School District's payment of \$7,500 will be made no later than 60 calendar days after the Stipulation provided for in Paragraph 1 on Page 2 is approved by the Court and entered on the docket in the Civil Action. The agreement to pay attorneys' fees and costs is not an admission that Plaintiffs are prevailing parties, pursuant to IDEA, 20 U.S.C. § 1415(i)(3)(B).

Nothing in this Agreement waives any attorneys' fees and costs which may be due pursuant to any individual cases of children with disabilities in the School District whose parents may be or may have been in litigation on individual claims concerning special education or other matters.

In consideration of the sum of \$7,500, to be paid by the School District to the ELC, and conditioned on receipt of the settlement funds, the ELC, PILCOP and Drinker Biddle & Reath LLP (collectively, "Counsel") and Plaintiffs hereby release and forever discharge the School

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties authorized to do so as indicated herein:

DATED: March \_\_, 2015

EDUCATION LAW CENTER

By: \_\_\_\_\_  
\_\_\_\_\_

*Attorneys for Plaintiffs*

DATED: March 13 2015

PUBLIC INTEREST LAW CENTER  
OF PHILADELPHIA

By: Michael Council  
\_\_\_\_\_

*Attorneys for Plaintiffs*

DATED: March \_\_, 2015

DRINKER BIDDLE & REATH LLP

By: \_\_\_\_\_  
\_\_\_\_\_

*Attorneys for Plaintiffs*

DATED: March \_\_, 2015

THE SCHOOL DISTRICT OF PHILADELPHIA

By: \_\_\_\_\_  
\_\_\_\_\_

*Counsel for the School District of Philadelphia*