

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

21-90-087  
N0115872  
2-10

-----x  
JOSE P. et al.,

Plaintiffs,

-against-

THOMAS SOBOL, et al.,

Defendants.  
-----x

STIPULATION

79 Civ. 270 (EHN)

79 Civ. 560 (EHN)

79 Civ. 2562 (EHN)

UNITED CEREBRAL PALSY OF NEW YORK  
CITY, INC. et al.,

Plaintiffs,

-against-

THE BOARD OF EDUCATION OF THE CITY  
SCHOOL DISTRICT OF THE CITY OF NEW  
YORK, et al.,

Defendants.  
-----x

DYRCIA S. et al.,

Plaintiffs,

-against-

THE BOARD OF EDUCATION OF THE CITY  
SCHOOL DISTRICT OF THE CITY OF NEW  
YORK, et al.,

Defendants.  
-----x

It is hereby stipulated by the undersigned parties as follows:



1. City Defendants shall continue the progressive implementation of their computer-based tracking system ("CAP") in accordance with the requirements of paragraphs 41 through 48 of the Judgment and paragraphs 48 through 51 of the August 1988 Stipulation.

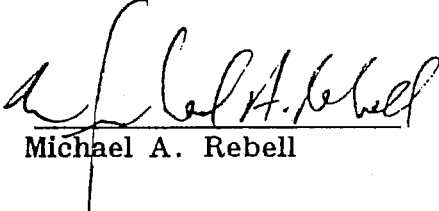
2. City Defendants' obligations to negotiate and implement specific mechanisms for providing appropriate periodic reports by CAP, as set forth in subparagraphs (a), (b), (c), (h), (i), and (j) of paragraph 48 of the 1988 Stipulation, shall be deemed satisfied by implementation of the schedule of reports and negotiations (the "schedule"), annexed hereto as Appendix A. City Defendants shall make maximum reasonable efforts to implement the schedule. In the event City Defendants are unable to meet any target date set forth in the schedule, City Defendants shall notify the plaintiffs of the reason(s) therefor. So long as City Defendants are making maximum reasonable efforts to implement each item on the schedule, the failure of the City Defendants to meet a specific target date as set forth in the schedule shall not per se constitute contempt. Whether the steps necessary to produce the reports listed on the schedule will be undertaken simultaneously, or one after another, is left open for negotiation by the parties to this stipulation at the time of the negotiations conducted pursuant to the schedule. This stipulation is not intended to resolve any question that may arise as to whether the reports will be done simultaneously or one after another.

3. The parties reserve all rights they may have with regard to reporting requirements pursuant to the Judgment and all prior Stipulations.

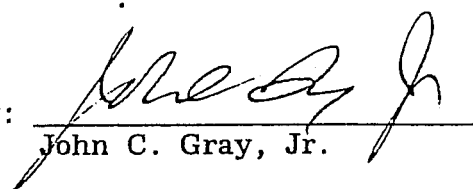
4. In consideration of this CAP Stipulation the parties agree that those portions of Plaintiffs May 1990 motion for contempt which relate to CAP are settled. It is understood by the parties that City Defendants, in entering into this stipulation, do not concede that they are or ever have been in violation of any provision of law, the Judgment or any prior stipulation or order of the Court.

Dated: New York, New York  
June 3, 1991

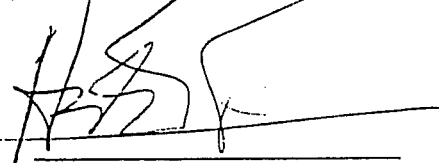
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S O O R D E R E D

  
U.S.D.J. 6-26-91 -4-

APPENDIX A

SCHEDULE OF REPORTS AND NEGOTIATIONS

<u>REPORT</u>	<u>TARGET DATE</u>
A. Reports pursuant to paragraph 75 (n) of the Judgment.	June 1991
B. Quarterly bilingual cascade reports pursuant to paragraph 48 (h) of the 1988 Stipulation.	Nine (9) months from the date of agreement, by plaintiffs and City Defendants, on the format of the report.
C. Quarterly alternate placement reports pursuant to paragraph 48 (i) of the 1988 Stipulation.	Nine (9) months from the date of agreement, by plaintiffs and City Defendants, on the format of the report.
D. Quarterly bilingual exception reports pursuant to paragraph 48 (j) of the 1988 Stipulation.	Nine (9) months from the date of agreement, by plaintiffs and City Defendants, on the format of the report.
E. Reports on substantial compliance pursuant to paragraph 48 (a) (i)-(ii) of the 1988 Stipulation .	To be negotiated by plaintiffs and City Defendants upon agreement regarding the format of the report.
F. A system for listing and continuing to track the progress toward evaluation and placement of children pursuant to paragraph 49 (e) of the 1988 Stipulation.	To be negotiated by plaintiffs and City Defendants upon agreement regarding the design of the system.

G. Reports on substantial compliance for HHVI students pursuant to paragraph 48 (a) (iii) of the 1988 Stipulation.

To be negotiated by plaintiffs and City Defendants upon agreement regarding the format of the report.

H. Reports on substantial compliance for the provision of related services pursuant to paragraph 48 (a) (iv) of the 1988 Stipulation.

To be negotiated by plaintiffs and City Defendants upon agreement regarding the format of the report.

I. Reports on the number of students who have received eligibility letters permitting unilateral enrollment in non-public schools in accordance with paragraph 48 (b) of the 1988 Stipulation.

To be negotiated by plaintiffs and City Defendants upon agreement regarding the format of the report.

