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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LAUREN M. CRUZ, by her next friend
Jean Cruz; VALERIE HERRERA, by
her next friend Carolina Herrera;
JENNIFER N. CERROS; CATHERINE
GREMPEL, by her next friend Tina
GrempeL, individually and on behalf of
all those similarly situated,

Plaintiffs,

vs.

ALHAMBRA SCHOOL DISTRICT;
THE CITY OF ALHAMBRA;
RUSSELL LEE-SUNG, VICTOR
SANDOVAL, LOU TORRES,
WILLIAM A. VALLEJOS, JOHN H.
NUNEZ, ROBERT L. GIN, RUTH E.
CASTRO, and BARBARA A.
MESSINA; in their official capacities,

Defendants.

Case No. CV 04-1460

**JOINT RESOLUTION
AGREEMENT AND ORDER FOR
CONTINUING COURT
SUPERVISION**

[Class Action]

1 **I. RECITALS**

2 1. On March 4, 2004, Plaintiffs Lauren M. Cruz, by her next friend
3 Jean Cruz, Valerie Herrera, by her next friend Carolina Herrera, Jennifer
4 Cerros, and Catherine Gempel, by her next friend Tina Gempel commenced a
5 class action in the United States District Court for the Central District of
6 California, Case No. CV04-1460 DT (Mcx) (the "Lawsuit") against Defendant,
7 Alhambra Unified School District ("AUSD") and individual District Board
8 members and employees (collectively "District Defendants unless otherwise
9 noted herein") and the City of Alhambra (hereinafter referred to as "the City"
10 and/or "Alhambra") alleging *inter alia*, sex discrimination under Title IX of the
11 Education Amendments of 1972 ("Title IX"), the United States and the
12 California Constitutions, and state anti-discrimination laws. The lawsuit alleges
13 that the District Defendants have unlawfully failed to provide female student
14 athletes equal participation opportunities and equal treatment and benefits as
15 compared to male student athletes at Alhambra High School ("AHS"). The
16 lawsuit further alleges that the City violated anti-discrimination laws. The
17 lawsuit seeks injunctive and declaratory relief to redress these alleged
18 inequalities.

19 On March 31, 2004, the District Defendants and District Board members
20 and employees filed their answer to the complaint denying allegations of sex
21 discrimination under Title IX, the United States and the California
22 Constitutions, and state anti-discriminations laws. The District Defendants also
23 denied allegations that they have unlawfully failed to provide female student
24 athletes equal treatment and benefits as compared to male student athletes at
25 AHS. On April 21, 2004, Defendant City of Alhambra filed its answer to the
26 complaint. On March 4, 2005, the Plaintiffs filed a first amended complaint,
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1 alleging that the City of Alhambra was in violation of California Government
2 Code Sections 53080 and 11135. Plaintiffs allege that by deciding to renovate
3 Moor Field virtually exclusively for male athletes, the City of Alhambra has
4 discriminated against plaintiffs.

5 On June 1, 2005, the City of Alhambra filed its answer to the First
6 Amended Complaint. Alhambra denies the allegations of plaintiffs' First
7 Amended Complaint (hereinafter "Complaint"), that it has engaged in unlawful
8 sex-based discrimination.

9 2. The Defendants are the Alhambra Unified School District,
10 employees and members of the School Board of the Alhambra Unified School
11 District in their official capacities, and the City of Alhambra.

12 3. On October 4, 2004, the Court entered an Order certifying the
13 following plaintiff class for prospective injunctive relief:

14 All present and future Alhambra High School female students and
15 potential students who participate, seek to participate, and/or are
16 deterred from participating in athletics at AHS.

17 4. The lawsuit has been vigorously prosecuted and defended. The
18 discovery cut-off date is January 16, 2006, and the pre-trial conference is
19 scheduled for March 20, 2006.

20 **II. DEFINITIONS**

21 As used in this Joint Resolution Agreement and Order for Continuing
22 Court Supervision (hereinafter the "Agreement") the following terms shall have
23 the meaning ascribed to them in this Section and in the Recitals.

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A. Academic School Year.

“Academic School Year” means and refers to the period from the first day of the new school year (in approximately September) through the last day of the school year (in approximately June).

B. Boys’ Athletic Teams at AHS or Athletics – Boys.

“Boys’ Athletic Teams at AHS” or “Athletics – Boys” means and refers to athletic teams on which boys exclusively or primarily play, including but not limited to: Football; Boys’ Cross Country; Boys’ Volleyball; Boys’ Water Polo; Boys’ Basketball; Boys’ Soccer; Wrestling; Baseball; Boys’ Tennis; Boys’ Swimming; Boys’ Track; and Boys’ Golf.

C. Class Counsel.

“Class counsel” means and refers to the Legal Aid Society-Employment Law Center and the California Women’s Law Center, including the attorneys therein.

D. “CIF”.

“CIF” refers to the California Interscholastic Federation, which is the governing body for high school sports in California.

E. “Class” or “Class of Female Athletes”.

The “Class” or “Class of Female Athletes” means and refers to the class that was certified pursuant to Judge Tevrizian’s October 4, 2004 order.

F. “Co-ed Athletic Teams at AHS” or “Athletics – Coed”.

“Co-ed Athletic Teams at AHS” or “Athletics – Coed” means and refers to athletic teams on which boys and girls play together in proportionate numbers, and which the CIF designates as co-ed and offers co-ed competition and championships. The only sport at AHS that currently meets this definition is Badminton.

1 **G. Commencement of Official Sport Season at AHS.**

2 “Commencement of Official Sports Season at AHS” means and refers to
3 the first day on which CIF rules allow the sports team in question to begin
4 practicing in preparation for its season of athletic competition. CIF rules
5 govern the start and end dates for each sports season.

6 **H. Compliance Period.**

7 “Compliance Period” means and refers to the period from the effective
8 date of this Agreement until February 1, 2011.

9 **I. Effective Date of This Agreement.**

10 “Effective Date of This Agreement” shall be December 1, 2005.

11 **J. Equal Access to Compete.**

12 “Equal Access to Compete” means and refers to girls’ athletic teams
13 having the same or equal opportunities to compete at the most desirable game
14 times and in the most desirable athletic facilities, as well as equal maintenance
15 of all athletic facilities, including proper facilities preparation for games.

16 **K. Equal Access to Practice.**

17 “Equal Access to Practice” means and refers to girls’ athletic teams
18 having the same or equal opportunities to practice at the most desirable practice
19 times in and on the most desirable athletic facilities as boys’ athletic teams, as
20 well as equal maintenance of all athletic facilities, including proper facilities
21 preparation for practice.

22 **L. Girls’ Athletic Teams at AHS or Athletics – Girls.**

23 “Girls’ Athletic Teams at AHS” or “Athletics – Girls” means and refers
24 to athletic teams on which girls exclusively or primarily play, including but not
25 limited to: Girls’ Tennis; Girls’ Cross Country; Girls’ Volleyball; Girls’
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1 Basketball; Girls' Soccer; Girls' Water Polo; Softball; Girls' Swimming; Girls'
2 Track; and Girls' Golf.

3 **M. Large Gym at AHS.**

4 "Large Gym at AHS" means and refers to the larger gymnasium at AHS
5 which contains a regulation-sized basketball court. A regulation-sized
6 basketball court for high school play is one with the minimum dimension of 84
7 feet by 50 feet, and striping as described by the National Federation of State
8 High School Associations at
9 <http://www.nfhs.org/staticContent/PDFs/bbcourt.pdf>. As of the effective date
10 of this Agreement, there is only one regulation-sized basketball court at AHS,
11 which is in the large gym. Should additional regulation courts be constructed
12 during the Compliance Period, provisions in this Agreement referring to "Large
13 Gym at AHS" shall also include any new regulation-sized court.

14 **N. Maintenance.**

15 "Maintenance" means and refers to having facility staff members
16 regularly examine the athletic facilities and direct or otherwise ensure that the
17 facility is clean and safe for practice and competitive play. Girls' athletics
18 teams will not be required to perform any type or quantity of maintenance tasks
19 greater than those performed by boys' athletics teams.

20 **O. Preferred Facilities.**

21 "Preferred Facilities" means and refers to those athletic facilities that are
22 well maintained and meet the given sport's specific criteria for regulation
23 practice and competition.

24 **P. Regulation Size Softball Fields at Moor Field.**

25 "Regulation Size Softball Fields at Moor Field" means and refers to the
26 softball fields and amenities at Moor Field that will be constructed pursuant to
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1 this Agreement that comply with the regulations for high school softball
2 competition including but not limited to, a shaved infield, 60 foot base-paths
3 and a center field distance of at least 200 feet from home plate, and, for the
4 Varsity Field, an outfield fence.

5 **Q. Same Game.**

6 For purposes of this Agreement, the following nine pairs of Boys' and
7 Girls' sports play the "same game":

- 8 1. Girls' Cross Country and Boys' Cross-Country;
- 9 2. Girls' Volleyball and Boys' Volleyball;
- 10 3. Girls' Water Polo and Boys' Water Polo;
- 11 4. Girls' Basketball and Boys' Basketball;
- 12 5. Girls' Soccer and Boys' Soccer;
- 13 6. Girls' Tennis and Boys' Tennis;
- 14 7. Girls' Swimming and Boys' Swimming;
- 15 8. Girls' Track and Boys' Track; and
- 16 9. Girls' Golf and Boys' Golf.

17 **R. Shared Athletic Facilities.**

18 "Shared Athletic Facilities" means and refers to athletic facilities that are
19 utilized by both girls' and boys' athletic teams.

20 **S. Small Gym at AHS.**

21 "Small Gym at AHS" means and refers to the smaller gym with the non-
22 regulation sized basketball court located next to the Large Gym at AHS.

23 **T. Team Locker Rooms.**

24 "Team Locker Rooms" means and refers to rooms or space within
25 rooms that are dedicated to the use of athletic team members for storage of
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1 uniforms, sports equipment and as changing and meeting facilities. Team
2 locker rooms may also include restrooms and showers.

3 **U. Title IX Compliance Officer.**

4 “Title IX Compliance Officer” means and refers to a District employee
5 who, pursuant to the terms of this Agreement, is qualified and appointed to
6 serve as the individual who monitors compliance with the terms of this
7 Agreement; approves practice and game schedules prior to the commencement
8 of the sports season in compliance with the terms of this Agreement, receives
9 complaints with regard to Title IX issues, and participates in the investigation
10 and resolution of complaints pursuant to the grievance mechanism set forth
11 herein.

12 **III. EQUITABLE RELIEF - AUSD**

13 The parties hereby agree that the Defendant, AUSD shall do the
14 following in order to ensure that the Class is provided equal athletic
15 participation opportunities and full and equal treatment and benefits under Title
16 IX, the United States and California Constitutions and state anti-discrimination
17 laws.

18 **A. Equal Athletic Opportunity – Participation**

19 AUSD shall ensure that the class is provided equal athletic participation
20 opportunities.

21 **1. Title IX Participation Opportunities Compliance**
22 **Standards**

23 According to the Office of Civil Rights, an educational institution, such
24 as AUSD, may comply with Title IX provisions regarding participation
25 opportunities in athletics by meeting one of three separate and distinct tests or
26 standards. For purpose of this Agreement, the terms “tests” and “standards” are
27 to be used interchangeably.

1 These tests apply to the Title IX requirements related to “equal
2 participation opportunities” and do not apply to the Title IX requirements
3 related to “equal treatment and benefits.” These standards are as follows:

- 4 (1) An institution may provide participation opportunities for girls and boys
5 that are *substantially proportionate* to their respective rates of enrollment
6 as full-time high school students; or
7 (2) An institution may *fully and effectively accommodate* the interests and
8 abilities of the underrepresented sex; or
9 (3) An institution may demonstrate a *history and continuing practice* of
10 program expansion for the underrepresented sex.

11 **2. AUSD Compliance Standards**

12 For purposes of this Agreement, the underrepresented sex is girls. For
13 purpose of this Agreement, compliance with the obligation to provide equal
14 athletic participation opportunities shall be determined based on the following
15 standards: (1) the provision of participation opportunities for girls and boys at
16 AHS that are substantially proportionate to their respective rates of enrollment
17 as full-time high school students at AHS; or (2) the full and effective
18 accommodation of the interests and abilities of girls at AHS; or (3) during the
19 last two years of this Agreement, the provision of a continuing practice of
20 program expansion for the underrepresented sex as defined under Title IX.
21 Reduction of any boys’ sports team at AHS will not affect the duty of the
22 District to comply with its obligations under this Agreement, Title IX and
23 applicable state and federal law as stated herein. Nothing in this section shall
24 violate established Title IX regulations.

1 **a. Standard One – Substantially Proportionate**
2 **Participation Opportunities**

3 The participation opportunities afforded to girls shall be measured by
4 totaling the number of female athletes participating on all sports teams. The
5 participation opportunities afforded to boys shall be measured by totaling the
6 number of male athletes participating on all sports teams. The total number of
7 participation opportunities afforded shall be measured by adding the total
8 number of female athletes participating on all sports teams and the total number
9 of male athletes participating on all sports teams.

10 For purposes of this Agreement, “substantially proportionate” shall mean
11 that the percentage of participation opportunities on all sports teams afforded to
12 girls at AHS shall be within 2 percentage points of the percentage of total
13 enrollment comprised of female students at AHS. For example, for a variance
14 of two percent, if girls make up 48% of the student body and boys make up
15 52% of the student body, then at least 46% of the athletic participation
16 opportunities at AHS shall be afforded to girls and at most 54% of the
17 participation opportunities shall be afforded to boys. Plaintiffs acknowledge
18 that Standard One may not be met until the 2008-2009 school year, and that
19 AUSD may comply in any year of the Compliance Period using Standard Two.

20 Prior to the commencement of each academic school year, AUSD shall
21 quantify the participation opportunities afforded to all of its sports teams,
22 determine whether and to what extent the participation opportunities provided
23 to girls are not substantially proportionate to the participation opportunities
24 provided to boys, and report its analysis and results to Class Counsel, including
25 all relevant enrollment and participation figures. Where the participation
26 opportunities provided to girls are not substantially proportionate to the
27 participation opportunities provided to boys, as defined by Standard One, and
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1 prior to the commencement of each academic school year, AUSD shall set forth
2 in a report to class counsel a detailed plan, with goals and timetables to rectify
3 any inequity in girls' participation opportunities by providing, *inter alia*, (1)
4 more participation opportunities for girls in existing sports fielded at AHS; (2)
5 additional girls' sports fielded by CIF and not currently offered at AHS; and/or
6 (3) additional girls' club sports team(s), such that Standard Two is met.

7 **b. Standard Two – Full and Effective Accommodation**

8 To demonstrate the full and effective accommodation of the interests and
9 abilities of girls at AHS, AUSD shall demonstrate that existing programs fully
10 satisfy such interest and ability; some satisfaction is not sufficient. In assessing
11 whether AHS is fully and effectively accommodating the interests of girls, it is
12 not permissible to compare the extent to which AHS is responding to the
13 interests of girls with the extent to which AHS is responding to the interests of
14 boys.

15 “Full and effective accommodation” requires providing interscholastic
16 opportunities by fielding a team whenever there is sufficient interest and ability
17 among girls to sustain a viable team, and a reasonable expectation for
18 competition. However, under this Agreement, compliance with this standard
19 does not require the fielding of a team for which AUSD cannot secure liability
20 insurance, as is the case with gymnastics at the time of this Agreement.

21 In no event shall the participation opportunities afforded to class
22 members be subject to or limited by any requirement that the class or any
23 member of the class establish any prior or historical interest and participation in
24 any sport.

25 Within thirty days of the beginning of their respective season or team
26 tryouts, AUSD shall add a freshman-sophomore softball team and one
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1 additional girls' basketball team to meet the current interest and demand for
2 these sports at AHS.

3 AUSD shall also determine whether there is interest and demand for
4 additional girls' sports teams. AUSD shall take all affirmative steps possible to
5 secure competition for these additional numbers of girls' athletic teams and
6 variety of girls' athletics including, but not limited to, encouraging other
7 schools in its leagues to sponsor additional girls' teams and girls' athletics. In
8 order to encourage other schools in its league to sponsor additional girls' teams
9 and girls' athletics, AUSD and its representatives shall vote in favor of
10 increasing the number of girls' athletic teams at the CIF league meetings.

11 AUSD may also survey students at AHS to identify current interest and
12 abilities in interscholastic athletics. AUSD shall submit any proposed survey to
13 class counsel at least 60 days prior to its intended distribution date. Class
14 counsel shall provide comments to AUSD regarding the survey. Counsel for
15 the parties shall promptly meet and confer about any outstanding disputed
16 issues and the court shall be the final arbiter of any disputes. The survey shall
17 not be distributed until all disputed issues have been resolved. Defendant
18 AUSD shall bear all costs for preparing and administering the survey and
19 analyzing its results.

20 **c. Standard Three – Continuing Practice of Program**
21 **Expansion**

22 During the period of February 1, 2009 through February 1, 2011, the
23 AUSD may comply with this Agreement by showing a continuing practice of
24 program expansion, as defined under Title IX, that is demonstrably responsive
25 to the developing interest of girls. "A continuing practice of program
26 expansion" means the ongoing addition of girls' teams and/or an ongoing
27 significant increase in quality opportunities for girls to compete on existing
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1 girls' teams sufficient to meet the athletic interests of girls at AHS. In order to
2 show a continuing practice of program expansion, AUSD shall keep records of
3 additional teams, the increase in numbers of participants, and the District's
4 affirmative response to requests for additional teams. AUSD shall design a
5 plan or program and document its efforts to monitor and accommodate
6 developing interests of girls during the Compliance Period. Nothing in this
7 section shall violate Title IX regulations.

8 **B. Equal Athletic Opportunity – Treatment and Benefits.**

9 AUSD shall ensure that the Class of female student athletes is provided
10 equal treatment and benefits in each athletic sport, program, service and facility
11 at AHS.

12 **1. Title IX Factors**

13 In determining whether equal athletic treatment and benefits are
14 provided, the following factors shall be considered, among other factors: (1)
15 provision of equipment and supplies; (2) scheduling of games and practice
16 times; (3) transportation; (4) opportunity to receive coaching and academic
17 tutoring; (5) assignment and compensation of coaches and tutors; (6) provision
18 of locker rooms, practice and competitive facilities; (7) provision of medical
19 and training facilities and services; and (8) publicity.

20 **2. AUSD Compliance Plan**

21 In addition, to ensure that the class of girl athletes is provided with equal
22 treatment and benefits, AUSD shall comply with the following:

23 **a. Creation, Use and Maintenance of Two Regulation-Size
24 Softball Fields at Moor Field**

25 Consistent with the milestone dates provided below, AUSD shall effect
26 the construction of, two regulation-size softball fields, at Moor Field; one
27 Varsity field and one Junior Varsity field. Both softball fields at Moor Field
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1 shall be of comparable quality to the existing Varsity and Junior Varsity
2 baseball fields at Moor Field and shall have all of the comparable amenities that
3 are currently provided to the existing boys' baseball fields at Moor Field. These
4 amenities include, but are not limited to, comparable quantity and quality of: (1)
5 enclosed batting cages, (2) electronic scoreboards, (3) pitching bullpens, (4)
6 cement dugouts, (5) fencing, including perimeter fencing to surround both
7 softball fields, outfield fencing for the Varsity field, and fencing to protect the
8 Varsity field for the exclusive use of softball teams, (6) bleachers, (7) bat racks,
9 (8) hat racks, (9) warning track on the Varsity Field, (10) tarps to cover pitching
10 area and home plate area, (11) electrical outlets, (12) functional water fountains,
11 including water fountains in the dugouts, (13) equipment and storage bins, (14)
12 area for concession activities, and (15) functional irrigation and drainage
13 systems. **[Refer to Exhibit A attached hereto.]**

14 AUSD shall ensure that the girls' Junior Varsity and Varsity regulation-
15 size softball fields are fully maintained at a corresponding level equal to the
16 boys' Junior Varsity and varsity baseball fields at Moor Field, including their
17 proper and timely preparation for games and in no event shall either the girls'
18 Junior Varsity or Varsity softball fields be maintained at a level less than the
19 condition of the Junior Varsity and Varsity baseball fields as of December 1,
20 2005.

21 As to AUSD, the varsity girls' softball field at Moor Field shall be
22 dedicated to the girls' softball team. The junior varsity girls' softball field at
23 Moor Field shall be dedicated to softball. The boys' baseball teams at Moor
24 Field shall not practice or compete on any girls' softball field at Moor Field.

1 **b. Interim Relief for Girls' Softball for the 2005-06 and**
2 **2006-07 School Years**

3 Until the junior varsity and varsity softball fields at Moor Field are
4 completed, the varsity softball field at Third Street shall be dedicated to the
5 girls' softball team, and the junior varsity softball field at Third Street shall be
6 dedicated to softball. Notwithstanding, AUSD's Physical Education classes
7 may use the Third Street softball fields during school hours as long as they do
8 not damage the integrity of the Field's surface.

9 Until the construction of the Moor Field softball fields is completed and
10 made available to the Girls' Softball teams at AHS, the following interim
11 measures shall be taken:

12 During the 2005-06 and 2006-07 school years, the Girls' Softball teams
13 shall use the existing Third Street softball fields for practice and competition.
14 Additionally, AUSD will provide the following at the Third Street fields:

- 15 1. A temporary batting cage and pitching machine;
- 16 2. Working drinking fountains;
- 17 3. Rehabilitation, cleaning and painting of the dugout benches and
18 spectator bleachers;
- 19 4. Seeding and leveling the softball fields;
- 20 5. A portable restroom facility accessible to persons with disabilities;
- 21 6. Appropriate maintenance of the Third Street Fields.

22 **c. Joint Use of Moor Field**

23 At Moor Field, all baseball, softball and multi-use fields shall be made
24 available to both the boys' baseball teams and the girls' softball teams, at AHS
25 on an equitable basis as appropriate to their sport.

26 The City of Alhambra shall have use of the baseball, softball and multi-
27 use fields at Moor Field when not in use by the School District subject to the
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1 terms and conditions of the applicable Joint Use Agreement between the City
2 and the District for the use of Moor Field attached as Exhibit B.

3 As to the City of Alhambra, and organizations sanctioned by the City of
4 Alhambra such as Little League, the varsity girls' softball field and the junior
5 varsity girls' softball field may be used appropriately and in a manner
6 consistent with the Joint Use Agreement, attached hereto as Exhibit B.

7 Appropriate use of the varsity girls' softball field and of the junior varsity girls'
8 softball field by the City of Alhambra or by an organization sanctioned by the
9 City of Alhambra means use by a softball team or use by a Little League team.

10 **d. Use of Shared Facilities By AHS Athletic Teams**

11 *i. General Procedure*

12 All girl's athletic teams at AHS shall have an equal opportunity as have
13 the boys' athletic teams at AHS to practice and compete on the athletic facilities
14 at AHS and off-site that are appropriate to their sport. Equal opportunity
15 includes scheduling of practice and game times as well as equal maintenance of
16 all facilities, including proper and timely facilities preparation for games.

17 *ii. Practice Procedure and Schedules*

18 Practice schedules shall be established by all of the athletic sports
19 coaches in collaboration with the Athletic Director during each academic
20 school year, and no later than four to six weeks before the official season for
21 each sport begins. The above-described General Procedure shall control in
22 establishing the practice schedules for each team throughout the academic
23 year.

24 When the girls' and boys' athletic teams require the use of the same or a
25 preferred facility, and cannot practice at the same or preferred facility
26 simultaneously, then practice schedules shall be rotated so that the girls' athletic
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1 teams can practice on the preferred facility on an equal basis as the boys'
2 athletic teams.

3 The Large Gym is the preferred practice facility for the sport of
4 basketball.

5 The boys' baseball teams at AHS shall not practice on any girls' softball
6 fields at AHS and/or Moor Field.

7 In setting the practice schedules of the girls' and boys' athletic teams,
8 teams of the same level will be compared to each other (*i.e.* varsity girls to
9 varsity boys, junior varsity girls to junior varsity boys, *etc.*).

10 A boys' athletic team with no equivalent level girls' athletic team shall
11 be compared to the next lower athletic girls' team. Teams may rotate practice
12 times on a daily or weekly basis.

13 All athletic teams shall vacate the practice facility no later than the end of
14 their scheduled practice time. Each scheduled practice time shall end at least
15 ten minutes prior to the next scheduled practice time in order to ensure the
16 timely commencement of the next athletic team's practice time.

17 Failure of any athletic team to vacate a practice facility in a timely
18 manner such that there is an encroachment upon the practice time of any
19 athletic team is a violation of this procedure. Coaches, and/or student athletes
20 may report an infraction of the practice time procedure pursuant to the
21 grievance procedure outlined herein. Where it is determined that there has been
22 a violation of this subdivision, such that a boys' athletic team has encroached
23 upon the practice time of a girls' athletic team, AUSD shall require the
24 offending team to limit a practice or practices for an amount of time equal to the
25 amount of the encroachment time. At the commencement of each season, all
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1 coaches and student athletes will be notified in writing of their right to present a
2 complaint in this regard.

3 Nothing in this subdivision shall be construed to prohibit, regulate, or
4 affect the imposition of disciplinary actions upon coaches. Nothing in this
5 subdivision shall be construed to prohibit AUSD from subjecting all athletic
6 teams, whether girls' teams or boys' teams, to the same practice policies, so
7 long as the provisions of this subdivision are met.

8 *iii. Game Schedules*

9 The game schedules shall be established by all of the athletic sports
10 coaches in collaboration with the Athletic Director during each academic
11 school year, and no later than four to six weeks before the official season for
12 each sport begins. The above-described General Policy shall control in
13 establishing the game schedules for each team throughout the academic year.

14 When the girls' and boys' athletic teams require the use of the same or
15 a preferred facility, and cannot compete at the same or preferred facility
16 simultaneously, then competition schedules shall be rotated so that the girls'
17 athletic teams compete on the preferred facility and at the preferred
18 competition day and time on an equal basis as the boys' athletic teams. In
19 setting the game schedules of the girls' and boys' athletic teams, teams of the
20 same level will be compared to each other (*i.e.* varsity girls to varsity boys,
21 junior varsity girls to junior varsity boys, *etc.*).

22 A boys' athletic team with no equivalent level girls' athletic team shall
23 be compared to the next lower athletic girls' team. Teams may rotate game
24 times on a daily or weekly basis.

25 During the regular season, the girls' athletic teams shall play an equal
26 number of games, including home games as the boys' athletic teams of the
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1 same level. This provision does not apply when an AHS athletic team does
2 not have corresponding level teams to compete against within the CIF league.
3 In that event, AUSD shall use every effort to secure an equal number of
4 games, including home games, as it has secured for the AHS boys' athletic
5 team of the same level. This provision does not apply to tournaments or CIF
6 post-season competition where the number of games is set by the tournament
7 host or CIF. However, the girls' teams shall have access to compete in an
8 equal number of tournaments during the pre- and regular season as the boys'
9 teams.

10 The Large Gym is the preferred competition facility for the sport of
11 basketball.

12 Friday is the preferred competition day for the sport of basketball. At
13 or around 7:00 p.m. is the preferred competition time for the sport of
14 basketball.

15 The boys' baseball teams at AHS shall not compete on any girls' softball
16 fields at AHS or Moor Field.

17 In the event that, during the Compliance Period, the composition of the
18 Almont League changes such that AUSD schools comprise less than one-half of
19 the Almont League membership and, as a result, AUSD can no longer control
20 the scheduling of Almont League games, then AUSD shall not be in violation
21 of this Agreement if the Almont League deviates from the game scheduling
22 provision of this Agreement provided that AUSD has used every effort to
23 persuade the members of the Almont League to continue the scheduling of
24 athletic events in accordance with this provision.

1 *iv. Approval and Posting of Practice and Game*
2 *Schedules*

3 The final practice and game schedules shall be reviewed and approved
4 by the Assistant Principal of Business and Activities four to six weeks prior to
5 the official starting date of each sport season, and shall be approved by the
6 Title IX Compliance Officer at least four weeks before the official
7 commencement of each season. In the event that the schedule has not been
8 finalized within four to six weeks prior to the start of the season, the coaches
9 shall reserve practice and game times and facilities for teams in accordance
10 with the policies stated herein and slot in the opposing teams as they are
11 scheduled.

12 The final practice and game schedules shall be distributed to all
13 coaches no later than three weeks prior to the official commencement of each
14 athletic sport season. The coaches will deliver to the players the practice and
15 game schedule no later than the first day try outs are completed, and the team
16 members have been selected. Any disputes regarding the final practice and
17 game schedules shall be subject to the grievance procedure as described
18 herein.

19 The final practice and game schedules for each athletic sport at AHS
20 shall be maintained by the Assistant Principal of Business and Activities at
21 AHS and shall be posted on the athletic bulletin board outside of the Physical
22 Education Department at AHS and provided to students, so as to provide
23 students, parents, coaches, administrators and other AHS personnel with
24 effective and timely notice of the dates, times and locations for each team
25 practice and game.

1 During the Compliance Period, AHS shall maintain these schedules.
2 These schedules shall be provided along with the biannual report to plaintiffs'
3 counsel.

4 **e. Team Locker Rooms for Girls' Athletic Teams**

5 Upon the commencement of the 2005-2006 academic school year, the
6 smaller of the two locker rooms adjacent to the large gym shall be converted
7 and dedicated to the exclusive use of female athletes at AHS to provide girl
8 athletes with a team locker room directly adjacent to the site of practice and
9 competition. **[See Reference map attached as Exhibit C]** Aside from room
10 size, this room shall have the same amenities as those available in the larger of
11 the two team locker rooms adjacent to the large gym, including a restroom.

12 In addition, consistent with the milestone of December 2008, AUSD shall
13 construct at AHS a new girls' team locker room off of the existing physical
14 education girls' locker room. The new room shall contain athletic lockers of
15 sufficient size to fit softball equipment and shall contain the same amenities
16 including windows, as those in locker rooms and meeting areas available to the
17 boys' athletic teams, and shall include at a minimum operable restrooms
18 facilities, a shower, electrical outlets, sufficient lighting, ventilation, and
19 benches. **[Refer to Exhibit C attached hereto.]**

20 AUSD shall increase the ambient light in the new girls' team locker room
21 and the existing physical education girls' locker room to the same level and
22 quality as is available in the boys' locker room.

23 The bathroom facilities within any girls' locker room shall have operable
24 and maintained toilets, showers and sinks.

25 In addition, consistent with the milestone of December 2008, AUSD shall
26 create one gated team room at AHS within the existing physical education girls'
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1 locker room to accommodate girl athletes. [Refer to Exhibit C attached
2 hereto.]

3 In the event that any additional team locker room is created for boys'
4 athletic teams at AHS during the Compliance Period, an additional team locker
5 room of the same size and amenities shall be created for girls' athletic teams at
6 AHS.

7 **f. Offices for Team Coaches**

8 Within three months of the effective date of this Agreement, AUSD shall
9 assign at AHS coaching office space to every on-site sport, regardless of
10 whether the coach is an AHS staff member or a walk-on coach. Coaches who
11 coach girls' athletics shall have office space and amenities comparable to those
12 provided to coaches who coach boys' athletics. [Refer to Exhibit D attached
13 hereto.]

14 In the event that during the Compliance Period, office space at AHS is
15 provided to coaches who coach off-site boys' athletic teams, space that is equal
16 in size and amenities shall be provided to coaches who coach off-site girls'
17 athletic teams.

18 **g. Weight Rooms**

19 *i. Equitable Access and Equipment*

20 By December 1, 2005, a sign shall be placed at the entrance of any
21 weight room at AHS and it shall state: "Co-ed Weight Room." Moreover, by
22 the first day of the 2005-06 academic school year, weights and other equipment
23 shall be re-allocated to each existing AHS weight room to ensure that similar
24 quality and quantity of equipment and weights are provided to each weight
25 room.

1 *ii. Weight Room Schedule and Procedure*

2 Upon the commencement of the 2005-2006 academic school year, AHS
3 shall ensure that girls' athletic teams may reserve any weight room on an equal
4 basis as boys' athletic team. Conversely, AHS shall ensure that boys' athletic
5 teams may reserve any weight room on an equal basis as girls' athletic teams.
6 AHS shall ensure that reserved weight room time slots are equally distributed,
7 and may not simply allocate the slots on a "first-come, first-serve" basis. No
8 athletic team may "block reserve" a weight room for an entire week, month, or
9 season. During the Compliance Period, AHS shall post the weight room
10 reservation schedule for each season and shall maintain these schedules for the
11 duration of this Agreement. These schedules shall be provided along with the
12 biannual report to plaintiffs' counsel.

13 All athletic teams shall vacate the weight room no later than the end of
14 their scheduled conditioning time. Each scheduled conditioning time shall end
15 at least ten minutes prior to the next scheduled conditioning time in order to
16 ensure the timely commencement of the next athletic team's conditioning time.
17 Failure of any boys' athletic team to vacate a weight room in a timely manner
18 such that there is an encroachment upon the weight room time of any girls'
19 athletic team is a violation of this procedure set forth in this Agreement.
20 Conversely, failure of any girls' athletic team to vacate a weight room in a
21 timely manner such that there is an encroachment upon the weight room time of
22 any boy's athletic team is a violation of this procedure set forth in this
23 Agreement.

24 AUSD intends to implement this section by adopting a gender-neutral
25 procedure for scheduling and using the weight rooms, and the plaintiffs
26 acknowledge this intent. Nothing in this Agreement shall be construed to
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1 prohibit AUSD from subjecting all athletic teams to the same weight room
2 procedures, so long as the requirements of this section are met.

3 Coaches, and/or student athletes may report an infraction of weight room
4 use time pursuant to the grievance procedure outlined herein. Where it is
5 determined that there has been a violation of this subdivision, AUSD shall
6 require the offending team to reduce their weight room use to the amount of
7 time equal to the encroachment time.

8 At the commencement of each season all coaches and student athletes
9 will be notified in writing of their right to present a complaint in this regard.
10 Nothing in this subdivision shall be construed to prohibit, regulate, or affect the
11 imposition of disciplinary action upon coaches.

12 ***iii. Three Co-Ed Weight Rooms***

13 Consistent with the milestone of December 2008, AUSD shall provide
14 and maintain at AHS three separate, co-ed weight rooms that may be used by all
15 PE classes and student athletes. Each weight room shall be designed for a
16 specific type of conditioning: (1) light conditioning; (2) heavy conditioning;
17 and (3) general conditioning. The weight room designed for heavy
18 conditioning shall not be dedicated to the use of the football teams at AHS, but
19 shall be made available to all athletes at AHS who wish to engage in heavy
20 conditioning.

21 Each weight room shall be stocked with weights and equipment
22 appropriate for the designated use. The allocation of weights and other
23 equipment shall be provided on an equitable basis to each designated weight
24 room, ensuring that similar quality and quantity of such equipment and weights
25 are provided to each weight room.

1 Until the third co-ed weight room is completed, the interim measures
2 shall be as follows: (1) the large and small weight rooms presently located at
3 AHS will be designated co-ed facilities; (2) these two existing weight rooms
4 will be equally accessible, equally available and properly equipped for all
5 Physical Education (PE) classes and girls' and boys' athletics teams; and (3) the
6 schedule of use by each athletic team will be developed in accordance with the
7 provisions of section 2(g)(ii) herein.

8 **h. Gender Equity in Symbols and Imagery**

9 Within thirty (30) days from the effective date of this Agreement, AUSD
10 shall ensure that any athletic facility used by any student at AHS, including
11 locker rooms or weight rooms, shall not feature, display or exhibit male-
12 dominated symbols and imagery. However, trophies, banners and photos
13 featuring all school sports at AHS may be displayed, representing both male
14 and female athletes and their achievements in an equitable fashion.
15 Additionally, educational or instructional materials representing both male and
16 female bodies in an equitable fashion may be posted, except for those materials
17 that display sexualized images and symbols.

18 **i. Equivalent Coaching**

19 ***i. General Procedure***

20 While recognizing that AUSD teachers and staff must be hired and
21 retained based on their academic qualifications, teaching abilities, and other
22 professional qualifications, coaches of girls' athletic teams shall be of an equal
23 quality to coaches of boys' athletic teams in terms of experience, skill, and
24 availability both during the on and off seasons.

1 Female athletes at AHS shall enjoy the same opportunities for coaching,
2 teaching, training, and conditioning as those provided for male athletes at AHS,
3 including the opportunities provided in the instructional Sixth Period.

4 *ii. Audit of Coaches*

5 During the Compliance Period, AHS shall annually conduct an audit of
6 the qualifications of all coaches at AHS for boys' and girls' athletic teams to
7 determine which athletic teams, if any, are being coached by coaches that are
8 less qualified based on the criteria identified herein. Such audit is not intended
9 to evaluate or comment on the qualifications of AUSD staff in their role as
10 teachers or other professionals; the audit presumes that staff who are also
11 coaches meet the qualifications for employment at AUSD. Items to be
12 examined include, but are not limited to, the following:

- 13 1. Educational Background: degrees, certifications, emphasis in
14 athletics, physical education, etc;
- 15 2. Athletic experience and level of competition;
- 16 3. Coaching Experience: previous coaching experience, level of
17 teams coached, gender of teams coached, participation in coaching
18 associations;
- 19 4. Certification in first-aid techniques, including CPR and emergency
20 medical procedures;
- 21 5. Availability to coach during season;
- 22 6. Availability to assist during the instructional Sixth Period;
- 23 7. Fundraising experience; and
- 24 8. Coaching Designation: AUSD certificated or classified employee
25 or walk-on coach.

1 Within thirty (30) days after the timely completion of the audit, and at
2 least annually thereafter during the Compliance Period, AHS shall identify the
3 girls' athletic teams for which the coach(es) are less qualified and develop a
4 plan to promptly rectify any coaching disparities. In auditing its coaches, AHS
5 shall compare girls' and boys' coaches by sport and level of play (*i.e.* girls'
6 varsity basketball coach with boys' varsity basketball coach, girls' junior
7 varsity softball with boys' junior varsity baseball). AHS shall provide the audit
8 and proposed plan, if any, to plaintiffs' counsel within forty-five (45) days after
9 timely completion of the audit, and annually thereafter during the Compliance
10 Period.

11 Plaintiffs' counsel will notify AUSD within thirty (30) days after
12 receiving the audit and proposed plan of any objections thereto and shall meet
13 and confer with AUSD to resolve any dispute pursuant to the "Resolution of
14 Any Disputes" provision as stated herein.

15 ***iii. Recruitment and Hiring***

16 To increase the number of personnel who are qualified to coach girls' athletic
17 sports, AUSD shall take all possible steps to recruit employment candidates,
18 including certificated teachers, with the qualifications and desire to coach girls'
19 athletic teams, including advertising for girls' coaches on AUSD's website, as
20 well as on the EdJoin.org and CIF – Southern Section websites. AUSD's policy
21 regarding academic excellence mandates that academic and professional
22 qualifications shall be a priority over athletics. AUSD shall ensure that coaches
23 for girls' athletics teams are selected in the same manner as they are selected for
24 boys' athletics teams.

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iv. Compensation

The provisions in the collective bargaining agreements governing the compensation of staff and walk-on coaches are gender-neutral, and comply with Title IX. These gender-neutral provisions have appeared in past collective bargaining agreements, and it is AUSD’s policy to continue to ensure such gender-neutral compensation provisions in the future.

v. Evaluation- Coaches

The performance of all coaches of athletic teams shall be evaluated by the Principal or his/her designee at AHS after the close of each applicable sport season and the evaluation shall be considered when making hiring and retention decisions. Factors to be analyzed may include:

- 1. Organization and preparation for games;
- 2. Organization and preparation for practices;
- 3. Communication with players;
- 4. Communication with parents;
- 5. Exhibited proper leadership on and off the field; and
- 6. Accessibility to players and staff.

j. Transportation

The provisions in AUSD’s transportation policy are gender-neutral and comply with Title IX as they provide the same quantity and quality of necessary transportation services to girls’ athletic teams as they provide to boys’ athletic teams, in accordance with AUSD’s Board Policies. AUSD will continue to ensure such gender-neutral transportation policies in the future.

1 **k. Finances**

2 ***i. District Allocation – Athletics Support Account***

3 Any expenditure made on interscholastic athletics from the District
4 Allocation - Athletic Support Account shall be necessary to the practice,
5 competition, or safety of interscholastic athletics. Examples of necessary
6 expenditures may include athletic uniforms, athletic protective gear, athletic
7 equipment, athletic supplies and transportation.

8 Any expenditure made on interscholastic athletics from the District
9 Allocation - Athletics Support Account, including but not limited to uniforms,
10 equipment, supplies, and transportation shall be monitored and coded as
11 “Athletics – Boys,” “Athletics – Girls,” or “Athletics – Coed.” Expenditures on
12 items or services for any team defined as “Athletics – Boys” shall be coded as
13 “Athletics – Boys.” Expenditures on items or services for any team defined as
14 “Athletics – Girls” shall be coded as “Athletics – Girls.” Expenditures on items
15 or services for any team defined as “Athletics – Coed” shall be coded as
16 “Athletics – Coed.” Expenditures made to jointly and equally benefit same
17 game sport shall be allocated equally to Athletics – Boys and Athletics – Girls.
18 (See Definitions.) AHS shall code all the expenditures described above.

19 On a periodic basis not less than four times per year during the
20 Compliance Period, AHS shall make publicly available financial statements
21 reporting the subtotal of expenditures from the District Allocation - Athletics
22 Support Account on “Athletics – Boys,” “Athletics – Girls,” and “Athletics –
23 Coed.” These financial statements shall be provided to all counsel of record in
24 this matter.

1 In every fiscal year during the Compliance Period, expenditures from the
2 District Allocation - Athletics Support Account on "Athletics – Boys" shall not
3 exceed expenditures on "Athletics – Girls."

4 ***ii. ASB General Athletics Trust Account***

5 One general trust fund account shall be created and maintained for
6 holding funds raised for interscholastic athletics. This account shall be labeled
7 the ASB General Athletics Trust Account. A portion of monies raised by any
8 team or group of teams to benefit interscholastic athletics or any athletic team
9 shall also be deposited into this account, in accordance with subsection iv
10 (Fundraising and ASB Individual Athletic Trust Fund Accounts), *infra*.

11 Any coach may apply to the ASB General Athletics Trust Account for
12 payment of an expenditure that is directly necessary to the practice,
13 competition, or safety of interscholastic athletics. The Assistant Principal of
14 Business and Activities shall approve necessary expenditures in compliance
15 with this Agreement. In addition to directly necessary expenditures, a coach
16 may also apply for monies for awards given and banquets held in compliance
17 with section m (Awards and Banquets) and for seed money for fundraisers held
18 in compliance with section iv. All seed money will be fully returned to the
19 ASB General Athletics Trust Account prior to the distribution of funds raised
20 pursuant to section iv(3) below.

21 Any expenditure made on interscholastic athletics from the ASB General
22 Athletics Trust Account, including but not limited to uniforms, equipment, and
23 supplies, shall be monitored and coded as "Athletics – Boys," "Athletics –
24 Girls," or "Athletics – Coed." Expenditures on items or services for any team
25 defined as "Athletics – Boys" shall be coded as "Athletics – Boys."
26 Expenditures on items or services for any team defined as "Athletics – Girls"

1 shall be coded as "Athletics – Girls." Expenditures on items or services for any
2 team defined as "Athletics – Coed" shall be coded as "Athletics – Coed."
3 Expenditures made to jointly and equally benefit same game sport shall be
4 allocated equally to Athletics – Boys and Athletics – Girls. (See Definitions.)
5 AHS shall code the expenditures described above.

6 Financial statements regarding expenditures from the ASB General
7 Athletics Trust Account shall include subtotals for "Athletics – Boys,"
8 "Athletics – Girls," and "Athletics – Coed."

9 On a periodic basis not less than four times per year during the
10 Compliance Period, AHS shall make publicly available financial statements
11 reporting the subtotal of expenditures from the ASB General Athletics Trust
12 Account on "Athletics – Boys," "Athletics – Girls," and "Athletics – Coed."
13 These financial statements shall be provided to all counsel of record in this
14 matter.

15 In every fiscal year during the Compliance Period, expenditures from the
16 ASB General Athletics Trust Account on "Athletics – Boys," "Athletics –
17 Girls," and "Athletics- Coed," shall meet the standards set forth in subsection
18 *iv.* (Standards for Demonstrating Equitable Expenditures), below. The
19 District's Title IX Compliance Officer, Assistant Principal of Business and
20 Activities, and Principal, shall monitor the budget and expenditures from the
21 ASB General Athletics Trust Account to ensure compliance with subsection *iv*
22 (Standards for Demonstrating Equitable Expenditures), below.

23 ***iii. Vending Machines and Gate Revenue***

24 On a periodic basis not less than four times per year during the
25 Compliance Period, AHS shall make available to class counsel reporting of
26 expenditures on interscholastic athletics made from monies raised by vending
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1 machines and gate revenues. These monies will be used for payment of officials
2 for athletic events, tournament and/or CIF entry fees and dues and no other
3 extracurricular sports purpose.

4 Expenditure line item shall detail the nature of the expenditure, and a
5 description of the item or items purchased and shall be coded as "Athletics-
6 Boys," "Athletics-Girls" and "Athletics-Coed." Income line items shall specify
7 the source of the revenue (e.g., vending machine or gate).

8 Such expenditures shall meet the standards set forth in subsection
9 iv(Standards for Demonstrating Equitable Expenditures), below. The District's
10 Title IX Compliance Officer, Assistant Principal of Business and Activities, and
11 Principal, shall monitor these expenditures to ensure compliance with
12 subsection iv (Standards for Demonstrating Equitable Expenditures), below.

13 *iv. Block Grants*

14 In the event that site block grants are awarded for athletics, such monies
15 will be equally distributed among girls' and boys' athletic teams.

16 *v. Fundraising and ASB Individual Athletic Trust*

17 *Fund Accounts*

18 1. ASB Fundraisers

19 Within three months of the effective date of this Agreement, AHS shall
20 compile a list of all fundraisers conducted in the last three years to benefit
21 interscholastic athletics or any athletic team. This list shall include a
22 description of the fundraiser. The list shall be provided to all counsel of record
23 in this matter, who will be given an opportunity to comment and to provide
24 information about additional fundraisers, if any.

25 Thereafter, this list shall be distributed to the coaches of each
26 interscholastic athletic team fielded by AHS. Any team or group of teams that
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1 wishes to lead a particular fundraiser shall be given an equal opportunity to do
2 so. If there are more groups seeking to lead a particular fundraiser than there
3 are opportunities, AHS shall rotate the opportunities.

4 All fundraising activities supporting interscholastic athletics shall be
5 compiled into a report made available on a periodic basis not less than two
6 times per year during the Compliance Period. The report shall include a
7 description of the fundraiser and the team or teams leading the fundraiser. The
8 report shall be provided to all counsel of record in this matter, and to the
9 coaches of each interscholastic athletic team fielded by AHS.

10 2. ASB Individual Athletic Trust Fund Accounts

11 The following individual athletic trust fund accounts shall be created for
12 holding funds raised for interscholastic athletics consistent with the rules stated
13 herein:

- 14 (1) Boys' Cross Country;
- 15 (2) Girls' Cross Country;
- 16 (3) Boys' Water polo;
- 17 (4) Girls' Water polo;
- 18 (5) Boys' Basketball;
- 19 (6) Girls' Basketball;
- 20 (7) Boys' Soccer;
- 21 (8) Girls' Soccer;
- 22 (9) Baseball;
- 23 (10) Softball;
- 24 (11) Boys' Tennis;
- 25 (12) Girls' Tennis;
- 26 (13) Boys' Swimming;

- 1 (14) Girls' Swimming;
- 2 (15) Boys' Track;
- 3 (16) Girls' Track;
- 4 (17) Boys' Golf;
- 5 (18) Girls' Golf;
- 6 (19) Football;
- 7 (20) Wrestling;
- 8 (21) Boys' Volleyball;
- 9 (22) Girls' Volleyball; and
- 10 (23) Badminton.

11 Any other existing athletic trust fund account which exists to support
12 interscholastic athletics, interscholastic athletes, or any AHS athletic team *in*
13 *any fashion* shall be closed, with any balance transferred to the ASB General
14 Athletics Trust Account, described above in section ii.

15 Should additional interscholastic sports be fielded at AHS during the
16 Compliance Period, that are not listed among the teams described within (1)
17 through (23) above, additional trust fund accounts will be created.

18 3. Distribution of Funds Raised

19 All monies raised for interscholastic athletics at AHS through fundraising
20 shall be deposited as follows:

21 All seed money will be fully returned to the ASB General Athletics Trust
22 Account prior to the distribution of funds raised pursuant to section iv(3) below.

23 One third of the monies raised shall be deposited into the ASB General
24 Athletics Trust Account. This account will be monitored by the District's Title
25 IX Compliance Officer, the Assistant Principal of Business and Activities and
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1 the Principal consistent with the standards stated herein. (*See* section k(i),
2 above).

3 Two thirds of the monies raised shall be deposited into the ASB
4 Individual Athletic Trust Fund Account that corresponds to the team or teams
5 that conducted the fundraising.

6 Monies from ASB Individual Athletic Trust Fund Accounts may be spent
7 on awards and banquets.

8 4. Financial Statements for the ASB Individual
9 Athletic Trust Fund Accounts

10 On a periodic basis not less than four times per year during the
11 Compliance Period, AHS shall make publicly available financial statements
12 reporting the activities of each ASB Individual Athletic Trust Fund Account.
13 Expenditure line items shall detail the nature of the expenditure, and a
14 description of the item or items purchased. Income line items shall specify the
15 source of the revenue (*e.g.*, the particular fundraiser or donor). The financial
16 statements shall include subtotals for each ASB Individual Athletic Trust Fund
17 Account. These financial statements shall be provided to all counsel of record
18 in this matter.

19 In every fiscal year during the Compliance Period, expenditures from
20 each ASB Individual Athletic Trust Fund Account shall meet the standards set
21 forth in subsection vi (Standards for Demonstrating Equitable Expenditures),
22 below. The District's Title IX Compliance Officer, Assistant Principal of
23 Business and Activities, and Principal, shall monitor the budget and
24 expenditures from the ASB Individual Athletic Trust Fund Accounts to ensure
25 compliance with subsection vi (Standards for Demonstrating Equitable
26 Expenditures), below.

1 *vi. Standards for Demonstrating Equitable*
2 *Expenditures*

3 At the end of each fiscal year during the Compliance Period, AUSD shall
4 submit a report to all counsel of record in this matter demonstrating that
5 expenditures made from any source on interscholastic athletics, including but
6 not limited to the District Allocation - Athletic Support Account, the ASB
7 General Athletics Trust Account and the ASB Individual Athletic Trust Fund
8 Accounts, meet the standards of equity described herein.

9 The required report shall be signed by the District's Title IX Compliance
10 Officer and shall demonstrate one of the following:

11 (1) During the fiscal year at issue, dollars expended on "Athletics-Boys"
12 did not exceed dollars expended on "Athletic-Girls", or

13 (2) During the fiscal year at issue, expenditures on "Athletics-Girls"
14 were equitable to expenditures on "Athletics-Boys" in the following respects:

15 (a) The uniforms, if purchased and provided to the athletes on the
16 teams comprising "Athletics-Girls" were of the same quality and
17 comparable quantity to the uniforms provided to the athletes on the
18 teams comprising "Athletics - Boys."

19 (b) For those sports in which protective gear is necessary and is
20 provided, the protective gear provided to the athletes on the teams
21 comprising "Athletics-Girls" was of the same quality and
22 comparable quantity to the protective gear provided to the athletes
23 on the teams comprising "Athletics - Boys."

24 (c) The relevant and necessary athletic equipment, if purchased and
25 provided to the teams comprising "Athletics - Girls" was of the
26 same quality and comparable quantity to the relevant and
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1 necessary athletic equipment provided to the teams comprising
2 “Athletics – Boys.”

3 (d) The relevant and necessary athletic supplies if purchased and
4 provided to the teams comprising “Athletics – Girls” was of the
5 same quality and comparable quantity to the relevant and
6 necessary athletic supplies provided to the teams comprising
7 “Athletics – Boys.”

8 (e) An equitable schedule for replacing uniforms, protective gear,
9 equipment, and supplies was followed, such that the teams
10 comprising “Athletics – Girls” received such replacement items
11 following the same interval as did the teams comprising “Athletics
12 – Boys.”

13 (f) Any athletic item, service, or amenity if purchased and provided to
14 the teams comprising “Athletics – Boys” was provided at the same
15 level, quality, and quantity to the teams comprising “Athletics –
16 Girls.” Such items include, but are not limited to: athletic bags,
17 athletic jackets, bottled water, laundry service, or any other athletic
18 amenity.

19 (g) Any difference in expenditures on “Athletics – Girls” as compared
20 to “Athletics – Boys” was the result of differences in the
21 expenditures necessary to the practice, competition, and safety of
22 the particular sports, and did not interfere with the requirement that
23 the athletes on the teams comprising “Athletics – Girls” have
24 received the same level, quality, and quantity of necessary
25 uniforms, protective gear, equipment, supplies, and any other
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1 athletic amenity provided as did the athletes on the teams
2 comprising "Athletics – Boys."

3 **I. Publicity**

4 "Publicity" means and refers to cheerleaders, band, public address system
5 announcements, scoreboards, scorekeepers, the gathering of athletic statistics,
6 student-media, school newspaper, yearbook, printed schedules, and websites.

7 AUSD shall ensure that girls' and boys' athletics receive substantially the same
8 amount of publicity. Nothing in this section shall be construed to violate the
9 students' rights to freedom of speech and the First Amendment to the U.S.
10 Constitution and/or California state constitution.

11 Specifically, to the extent that AUSD provides any printed schedules or
12 guides regarding athletic teams, it shall do so for both boys' and girls' athletic
13 teams in the same format and the same size. If athletic schedules for boys'
14 athletics are displayed, girls' athletics schedules shall be displayed in the same
15 manner (including any displays on the internet). To the extent that public
16 address systems are used to announce information regarding athletic events,
17 then they shall be used to equally provide such information for both boys' and
18 girls' athletic teams.

19 AUSD shall equally provide information regarding the results of any
20 athletic competition for both boys' and girls' athletic teams and encourage any
21 student media to equally cover boys' and girls' athletics.

22 To the extent that AHS provides athletic teams scoreboards,
23 scorekeepers, athletic statistics gathering and videotaping, said provision shall
24 be provided equally to both boys' and girls' athletic teams. To the extent that
25 the band performs at football games and boys' and girls' varsity basketball
26 games, the performances shall be equally scheduled among said competitions
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1 for both boys' and girls' teams. To the extent that cheerleaders perform at AHS
2 competitions, they shall be equally scheduled among said girls and boys
3 competitions. To the extent that events at AHS are held where there is
4 recognition of any athletic team or event, the recognition shall be equal as to
5 girls' and boys' athletic teams.

6 AUSD shall arrange and, if necessary, rearrange, the awards in the
7 athletic award display cases so that the girls' awards are exhibited as
8 prominently as are the boys' awards.

9 **m. Award and Banquets**

10 AUSD shall ensure that awards that are provided by AHS to athletes are
11 standardized by sport and level of competition such that awards are of a
12 comparable type, quality, and quantity. AUSD shall ensure that funding
13 provided by AHS for award banquets is equitable for all sports. In addition,
14 fundraising proceeds deposited into ASB Individual Athletic Trust Fund
15 Accounts and monies from the ASB General Athletic Trust Account may be
16 expended on awards and/or banquets.

17 **3. Title IX Compliance Officer**

18 Within three months of the effective date of this Agreement, AUSD shall
19 ensure that the Title IX Compliance Officer is knowledgeable about and trained
20 in the requirements of Title IX as applied to interscholastic athletics and shall
21 provide to class counsel information regarding the qualifications of the Title IX
22 Compliance Officer. Should the need arise to replace the Title IX Compliance
23 Officer during the Compliance Period, any person named in replacement shall
24 be similarly knowledgeable and trained. The Title IX Compliance Officer shall
25 be responsible for monitoring the terms of this Agreement, as described herein.

1 **4. Training**

2 Within three months from the effective date of this Agreement, and
3 annually thereafter during the Compliance Period, AUSD shall provide training
4 to the Principal, Assistant Principal of Business and Activities, Athletics
5 Director, coaches, and the Title IX Compliance Officer about the District's Title
6 IX obligations, grievance procedure, role of the Title IX Compliance Officer as
7 well as a summary of the terms of this Agreement. This training shall be
8 conducted by trainers who are knowledgeable about the requirements of Title
9 IX.

10 AUSD shall submit to Class Counsel information on the proposed Title
11 IX trainer. Class counsel shall provide comments to AUSD regarding the
12 trainer. Defendant AUSD shall bear all costs for administering the training.

13 **IV. NO RETALIATION AGAINST OR ADVERSE TREATMENT OF**
14 **CLASS MEMBERS**

15 The District Defendants are prohibited from retaliating in any way
16 against any member of the Class. No class members, including
17 representatives, nor any declarants, shall suffer adverse treatment by the
18 District Defendants, their agents, and employees. In the event that the Class
19 members, including representatives or declarants, claim that this provision has
20 been violated by the District Defendants, they shall have the right to file a
21 complaint pursuant to AUSD's Grievance Procedure described herein.

22 **V. AUSD's GRIEVANCE PROCEDURE**

23 **A. General Procedure**

24 The following procedure shall be used to address all complaints which
25 allege that AUSD has violated federal or state law or regulations governing
26 athletics programs at AHS, or this Agreement. The Title IX Compliance
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1 Officer shall maintain a record of each complaint and subsequent related
2 actions, including all information required for compliance with Title 5 of the
3 California Code of Regulations Section 4632. All parties involved in the
4 grievance and class counsel shall be notified when a complaint pursuant to
5 provisions of this Agreement is filed, when a complaint meeting or hearing is
6 scheduled and when a decision or ruling is made.

7 The grievance procedure and relevant contact information applicable to
8 this provision shall be publicized to the AHS community.

9 **B. Procedure for Filing a Complaint**

10 **1. First Step - School Site**

11 Grievances from coaches, and/or students at AHS, including the Class
12 Members, regarding athletic participation opportunities or athletic treatment and
13 benefits may be submitted to the Principal or designee of AHS via letter, email,
14 or in person. Students shall be encouraged to submit a complaint within 30
15 days from the date of the incident. Any complaint received by the Assistant
16 Principal of Business and Activities, any other school official, or the District's
17 Title IX Compliance Officer shall be relayed to the Principal and Class
18 Counsel. A copy of any complaint received from or on behalf of a class
19 member shall be promptly provided to class counsel.

20 The Principal or designee shall try to resolve the complaint by
21 conducting a prompt and impartial investigation and determination. Wherever
22 practicable, such investigation and determination shall be completed within 14
23 days. If a given investigation cannot be completed within 14 days, the Principal
24 or designee shall notify the complainant and the Title IX Compliance Officer
25 and provide an explanation for why the investigation cannot be completed
26 within the 14-day time frame and an estimate of the length of time needed.

1 Where there is evidence of a valid complaint, the Principal or designee shall try
2 to rectify the situation. The complainant and class counsel shall be notified in
3 writing of the Principal or designee's determination as well as the option of and
4 procedure for submitting a written appeal to the Title IX Compliance Officer.
5 If the Principal or designee is able to resolve the complaint to the satisfaction of
6 all parties, the matter will be considered closed.

7 **2. Second Step - Appeal**

8 If the complaint cannot be resolved by the Principal or designee to the
9 satisfaction of all parties thereto, then the party bringing the complaint, herein
10 after "grievant" may appeal to the Title IX Compliance Officer. This written
11 appeal must be received by the Title IX Compliance Officer within 21 days of
12 the grievant's receipt of the school-site decision made by the Principal or
13 designee. A copy of any appeal received from or on behalf of a class member
14 shall be promptly provided to class counsel. The Title IX Compliance Officer
15 shall review the matter and arrange to meet with the grievant, the Principal or
16 designee, and any other necessary party or witness within 14 days from the date
17 of receipt of the written appeal. If a given investigation cannot be completed
18 within 14 days, the Title IX Compliance Officer shall notify the Principal or
19 designee and the grievant and provide an explanation for why the investigation
20 cannot be completed within the 14-day time frame and an estimate of the length
21 of time needed. The grievant may choose to meet with the Title IX
22 Compliance Officer outside of the presence of the Principal or other school site
23 administrator.

24 The Title IX Compliance Officer shall issue a written final decision
25 concerning the grievant within 21 days of the receipt of the written appeal. A
26 copy of any written final decision addressing an appeal received from or on
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1 behalf of a class member shall be promptly provided to class counsel. No
2 matter what options the grievant chooses to resolve the complaint or concern,
3 all such matters shall be handled in a confidential manner. *No retaliation shall*
4 *be tolerated.*

5 Thereafter, if the complaint cannot be resolved by the Title IX
6 Compliance Officer to the satisfaction of all parties thereto, then class members
7 and class counsel may seek judicial assistance to resolve the complaint.

8 **VI. REPORTING REQUIREMENTS**

9 AUSD shall provide a written report every six months during the
10 Compliance Period, on the status of AUSD's compliance with the terms of this
11 Agreement. The Title IX Compliance Officer shall be responsible for
12 coordinating and providing all reports required by this Agreement. The reports
13 shall be provided to all counsel of record in this matter. The reports shall
14 include the following:

- 15 1. What compliance efforts have been made since the last reports
16 with respect to each of the substantive terms of this Agreement;
- 17 2. What facilities have been modified and in what manner, and what
18 interim work has been performed;
- 19 3. Whether all of the interim work scheduled to be completed since
20 the last report has been completed, and if not, the extent to which
21 such work has been completed and why the scheduled work was
22 not completed;
- 23 4. What complaints, if any, were received by AUSD regarding any
24 athletic treatment or benefits issue at AHS and the response to said
25 complaints; and
- 26 5. What monies were spent since the last report.

1 6. What trainings have been conducted and a list of attendees
2 including their job titles.

3 7. Copies of all weight room and practice and game schedules.

4 This biannual report shall not alter AUSD's obligation to report on other
5 matters on a periodic basis as detailed within this Agreement. AUSD shall
6 submit a final report to all counsel of record in this matter within thirty (30)
7 days prior to the expiration of the Agreement. The final report shall describe
8 AUSD's compliance with this Agreement, and in particular shall set forth the
9 steps that they have taken to comply with the Equitable Relief section of this
10 Agreement.

11 At the request of Class Counsel, AUSD and Class Counsel shall meet and
12 confer every six months to review AUSD's efforts to implement this
13 Agreement, and to resolve any disputes regarding implementation or
14 enforcement.

15 **VII. MILESTONES**

16 For the construction work related to the softball fields at Moor Field,
17 AUSD shall perform in accordance with the following schedule:

- 18 1. All design work and Division of State Architects (DSA) approval
19 shall be completed by September 1, 2006.
- 20 2. All contracts shall be advertised and awarded by January 1, 2007.
- 21 3. All construction will be completed by February 1, 2008.

22 The construction of the new girls' team locker room, and a new weight
23 room at AHS shall be completed by December 2008.

24 **VIII. INSPECTIONS**

25 Throughout the Compliance Period, Class Counsel may, with proper
26 prior notice to AUSD, conduct biannual inspections of the AHS facilities and
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1 Moor Field to monitor compliance with this Agreement, including the progress
2 of interim work.

3 **IX. RESOLUTION OF ANY DISPUTES**

4 In the case any disputes arising out of or related to any alleged failure to
5 perform in accordance with the terms of this Agreement, the party asserting a
6 failure of performance shall notify the parties herein via facsimile transmission
7 and U.S. mail. Within ten (10) business days of the notification, the parties
8 shall commence to “meet and confer” in good faith to resolve the dispute. If the
9 parties are unable to resolve the dispute through the “meet and confer” process,
10 either party may file a motion with the Court to resolve the issue or issues
11 specified in the “meet and confer” process. In the motion, the moving party
12 shall indicate whether the resolution of the motion requires the taking of live
13 testimony. The prevailing party shall be entitled to recover their reasonable
14 costs and attorneys fees as to any dispute.

15 **X. RELEASES BY NAMED PLAINTIFFS AND THE CLASS**

16 In consideration for the relief provided in this Agreement, the adequacy
17 of which is hereby acknowledged, on the date of the Final Approval of this
18 Agreement, all Class Members, both individually and in their entirety as a
19 Class, and Named Plaintiffs shall be deemed to discharge, release and shall
20 have released the District Defendants, and their Board, councils, elected
21 officials, trustees, officers, directors, employees, attorneys, agents and insurers,
22 and their successors and assigns, (“Released Parties”) from any and all claims
23 for injunctive, equitable, or declaratory relief that are the subject of, included
24 within, and/or arise from this lawsuit, including without limitation, all claims
25 for sex discrimination under Title IX, the United States and California
26 Constitutions, and state anti-discrimination laws relating to athletic participation
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1 opportunities and athletic treatment and benefits at AHS.

2 This Agreement resolves all claims in plaintiffs' First Amended
3 Complaint filed in this action.

4 This General Release is intended to be a full and final compromise,
5 release and settlement of all claims, demands, actions, causes of action, known
6 or unknown, suspected or unsuspected for injunctive, equitable, or declaratory
7 relief sought in this action; and, as a further consideration and inducement for
8 this Agreement, Class Members expressly waive the provisions of Section 1542
9 of the California Civil Code with respect to injunctive, equitable, or declaratory
10 relief sought herein and which reads as follows:

11 A general release does not extend to claims which the creditor
12 does not know or suspect to exist in his or her favor at the time
13 of executing the release, which if known by him or her must
14 have materially affected his settlement with the debtor.

15 The Class Members acknowledge that different or additional facts may
16 be discovered in addition to what they now know or believe to be true with
17 respect to the matters herein released, and that they agree that this General
18 Release shall be and remain in effect in all respects as a complete and final
19 release of the matters released pertaining to injunctive, equitable or declaratory
20 relief, notwithstanding any different or additional facts.

21 **XI. ATTORNEYS' FEES AND COSTS**

22 Reasonable attorneys' fees and costs will be determined by fee petition
23 heard and decided by Judge Tevrizian at the earliest possible date following the
24 effective date of this Agreement.
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1 **XII. MONITORING**

2 AUSD and the City shall be liable for plaintiffs' reasonable attorneys'
3 fees and costs incurred in conjunction with the monitoring of this Agreement up
4 to annual maximum of \$18,000 per year.

5 Plaintiffs' counsel shall submit their fees and costs two times per year for
6 the following two periods December 1 –May 31 and June 1-November 30.

7 **XIII. CONTINUING JURISDICTION**

8 The Court shall maintain continuing jurisdiction over this Agreement for
9 the length of the Compliance Period for the purpose of overseeing and
10 enforcing the terms herein.

11 **XIV. DURATION OF AGREEMENT**

12 This Agreement shall be deemed effective as of December 1, 2005. The
13 Agreement shall continue to be effective and binding upon the parties for a
14 period of 6 years after the Effective Date. At that time, Defendants, AUSD may
15 move the District Court for an Order terminating its jurisdiction of this matter
16 on the basis that obligations under the Agreement have been fully discharged.
17 Nothing in this Section shall bar Class Counsel from moving for an extension of
18 the Agreement to enforce any of its obligations.

19 **XV. MISCELLANEOUS**

20 **A. Full and Complete Settlement.**

21 This Agreement resolves all claims in plaintiffs' First Amended
22 Complaint filed in this action.

23 **B. Counterparts.**

24 This Agreement may be executed in counterparts, each of which will be
25 considered an original, but all of which, when taken together, will constitute
26 one and the same instrument.

1 **C. Interpretation.**

2 This Agreement is the product of negotiation and joint drafting so that
3 any ambiguity shall not be construed against any Party. The language of this
4 Agreement shall be construed as a whole according to its fair meaning, and not
5 strictly for or against any of the Parties. The headings in this Agreement are
6 solely for convenience and will not be considered in its interpretation. Where
7 required by context, the plural includes the singular and the singular includes
8 the plural, and the terms “and” and “or” shall mean “and/or.” Nothing in this
9 Agreement shall be interpreted to relieve Defendant, AUSD of any of their legal
10 obligations to comply fully with any more stringent Federal and California
11 nondiscrimination statute or any accompanying regulations.

12 **D. Additional Documents.**

13 To the extent any documents are required to be executed by any of the
14 Parties to effectuate this Agreement, each party hereto agrees to execute and
15 serve on opposing counsel such and further documents as may be required to
16 carry out the terms of this Agreement. Defendants shall comply with this
17 subprovision with regard to Exhibits A, B, C, and D no later than December 1,
18 2005.

19 **E. Authority to Bind.**

20 The undersigned each represent and warrant that they are authorized to
21 sign on behalf of, and to bind Plaintiffs and Defendants, AUSD and represent
22 and warrant that this Agreement has been approved by Plaintiffs, the Alhambra
23 Unified School District Board of Education.

24 **F. Notice.**

25 AUSD shall bear the costs of notice to the class of the Agreement in
26 connection with the Court approval process and fairness hearing. The form of
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1 any such notice shall be agreed upon between the parties, and will be subject to
2 Court approval. The process must include postings in local newspapers,
3 including but not limited to the Pasadena Star News and the San Gabriel Valley
4 Tribune, distribution to students at AHS on or before December 21, 2005,
5 posting on AHS's bulletin boards and the District's website.

6 **G. Severability.**

7 The provisions of this Agreement are severable. If any provision of this
8 Agreement or its application is held invalid, the invalidity shall not affect other
9 obligations, provisions or applications of this Agreement which can be given
10 effect without the invalid obligations, provisions or applications.

11 **H. Integrated Agreement.**

12 This Agreement shall constitute the entire integrated agreement of the
13 parties. No prior drafts or prior or contemporaneous communications, oral or
14 written, shall be relevant or admissible for purposes of determining the meaning
15 of any provisions herein in any litigation or any other proceeding.

16 **I. Enforceability.**

17 This Agreement is binding upon the parties hereto, by and through their
18 officials, agents, employees and successors. This Agreement is enforceable only
19 by the parties, the protective class, and/ or class counsel. No person or entity is
20 intended to be a third party beneficiary of the provisions of this Agreement for
21 purposes of any civil, criminal, or administrative action.

22 **J. Fairness.**

23 The parties, by and through their respective counsel, represent to the
24 Court that this Agreement is fair, reasonable, and adequate to protect Class
25 Counsel in accordance with the standards of Rule 23(e) of the Federal Rules of
26 Civil Procedure.

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For Plaintiffs:

The Legal Aid Society-
Employment Law Center

Dated: _____

By: _____

Attorneys for Plaintiffs

California Women Law Center

Dated: _____

By: _____

Attorneys for Plaintiffs

For District Defendants:

Alhambra Unified School District and District
Defendants

Dated: _____

By: _____

Attorneys for Defendant, AUSD and
District Defendants

Alhambra Unified School District

Dated: _____

By: _____

President

By: _____

Assistant Secretary

AGREEMENT AND ORDER

IT IS SO ORDERED.

Dated: _____

HON. RICHARD TEVRIZIAN
United States District Court