

J.D. et al. v. Mt. Diablo Unified School District
U.S. Dist. Ct., N.D. Cal., Case No. 3:24-cv-00908

**SETTLEMENT AGREEMENT, INCORPORATED STATEMENT OF COMMITMENT,
AND RELEASE OF CLAIMS**

This Settlement Agreement, Incorporated Statement of Commitment, and Release of Claims (“Agreement”) is made between J.D. by and through her next friend TIFFINY BARRACO; AVA DAVIS (“A.D.”) by and through her next friend ANNA KUSSMAUL; and A.R. by and through her next friend DANIEL RODRIGUEZ, individually and on behalf of all those similarly situated (hereinafter collectively referred to as “Plaintiffs”) on the one hand; and MT. DIABLO UNIFIED SCHOOL DISTRICT (“Defendant” or “District”), its employees, past and present, its board members, past and present, staff, elected officials, administrators, attorneys, and all personnel (hereinafter collectively referred to as “Defendant”) on the other hand, with respect to the following:

I. RECITALS

A. On February 15, 2024, J.D., A.D., and A.R., initiated a class action against Defendant in the United States District Court for the Northern District of California (“Court”), designated Case No. 3:24-cv-00908 (“the Action”) alleging various violations of Title IX of the Education Amendments of 1972 against Defendant, including, but not limited to unequal treatment and benefits and unequal participation opportunities;

B. On May 23, 2024, the Court certified the following class in the Action:

All present and future College Park High School (“CPHS”) female students and potential students who participate, seek to participate, and/or are or were deterred from participating in athletics at CPHS;

C. Defendant has denied and continues to deny and dispute Plaintiffs’ claims and allegations;

D. On July 29, 2024, the parties engaged in arms’ length settlement negotiations during a mediation conducted by former United States Department of Education, Office for Civil Rights Attorney Amy Klosterman, and have continued to negotiate the Agreement with Ms. Klosterman’s assistance;

E. In order to avoid the substantial expense and inconvenience of further litigation, the parties now desire to finally settle all claims asserted by Plaintiffs in the Action, as well as all issues that were raised or could have been raised in the Action by Plaintiffs, as well as any claims or potential claims arising from any transactions or occurrences asserted by Plaintiffs against Defendant to date concerning the subject matter of the Action, on the terms set forth in this Agreement;

F. Because a class has been certified in this matter, the parties understand this settlement is contingent upon court approval pursuant to Federal Rule of Civil Procedure 23.

II. AGREEMENT

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THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

A. Commencement Date/Effective Date. This Agreement shall become effective upon all of the following: (1) all parties executing this Agreement where indicated below; (2) Defendant's Board of Trustees formally approving this Agreement as set forth in Paragraph II.K below ("Commencement Date"); and (3) the Court approving this Agreement as set forth in Paragraph III.F.2. below ("Effective Date").

B. Performance and Payment.

1. In exchange for the promises and warranties of Plaintiffs as set forth below, Defendant shall: (1) perform the obligations set forth in the Statement of Commitment provided in full below ("Statement of Commitment"); and (2) pay the statutory costs, including reasonable attorneys' fees, to which Plaintiffs are entitled pursuant to title 42 United States Code section 1988, subdivision (b), as to be determined by the Court. The Parties agree that Plaintiffs are the "prevailing party" for purposes of recovery of reasonable attorneys' fees, costs, and expenses.

2. In connection with Class Counsel's monitoring of Defendant's compliance with this Agreement, Class Counsel shall be entitled to seek payment of their reasonable attorneys' fees from Defendant's counsel. Class Counsel shall submit invoices to Defendant's counsel twice per year. Defendant's counsel shall ensure that these invoices are paid within ninety (90) calendar days of their mailing. Any disputes over the amounts invoiced by Class Counsel will be resolved by the Title IX Consultant provided in Paragraph III.E.1. below.

3. All Plaintiffs' attorneys ("Class Counsel") shall be issued IRS Form 1099s in the respective amounts set forth above by Defendant and/or on its behalf.

C. Dispute Resolution. With respect to any disputes arising out of or related to any alleged failure of Defendants to perform in accordance with the terms of this Agreement, the Plaintiffs shall notify counsel for the Defendants via email. Within ten (10) business days of the notification, the parties shall commence to "meet and confer" in good faith to resolve the dispute. If the parties are unable to resolve the dispute through the "meet and confer" process, the Plaintiffs may file a motion with the Court to enforce this Agreement. The prevailing party on any such motion shall be entitled to reasonable attorneys' fees and costs.

D. Release of Claims. Plaintiffs, and each of their respective past and present successors, assigns, legatees, heirs and personal representatives release and forever discharge Defendant, and each of their respective past and present divisions, affiliates, predecessors, successors, assigns, officers, directors, employees, attorneys, contractors, subcontractors, agents, and representatives and all persons acting by, through, under or in concert with them ("Released Parties") from, without limitation, any and all claims, rights, demands, actions, obligations, damages, liabilities, and causes of action of any and every kind, nature and character whatsoever, whether based in tort, contract, statute or on any other theory of recovery, whether known or unknown, and whether for equitable relief, statutory penalties, compensatory or punitive damages, which Plaintiffs have or could have asserted against Defendant based upon the facts alleged in the Complaint ("Released Claims").

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E. Unknown or Different Facts or Law. Plaintiffs acknowledge, individually and collectively, that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to the Released Claims. Plaintiffs agree nonetheless, individually and collectively, that this Agreement and the release contained therein shall be and remain effective in all respects notwithstanding such different or additional facts or law.

F. California Civil Code Section 1542 Waiver. With respect to the Released Claims only, Plaintiffs, individually and collectively, expressly acknowledge and agree that the release contained in this Agreement includes a waiver of all rights under section 1542 of the California Civil Code. That statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
CREDITOR DOES NOT KNOW OF OR SUSPECT TO EXIST IN HIS/HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER
SETTLEMENT WITH THE DEBTOR.

Plaintiffs, individually and collectively acknowledge that they have read all of this Agreement, including the above California Civil Code section, and that they fully understand both the Agreement and the Civil Code section. Plaintiffs, individually and collectively waive any benefit and right granted to them pursuant to California Civil Code section 1542 as it pertains to the Released Claims.

G. No Prior Assignments or Liens. Plaintiffs, individually and collectively, represent and warrant that they have not assigned to any other person or entity any Released Claim. Plaintiffs further represent and warrant, individually and collectively, that if there are any liens or claims against any of the amounts being paid by Defendant as provided in this Agreement, including, but not limited to, any by former counsel, that said liens or claims will be borne by Plaintiffs herein. Plaintiffs agree, individually and collectively, to defend, indemnify and hold Defendant harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph.

H. No Admissions. By entering into this Agreement, Plaintiffs acknowledge, individually and collectively, that it is the position of Defendant that it has not engaged in, or is now engaging in, any unlawful conduct. Plaintiffs understand and agree, individually and collectively, that this Agreement is not an admission of liability by Defendant, and that Defendant specifically denies liability in the Action and intends merely to avoid further litigation and expense by entering into this Agreement. Plaintiffs understand and agree, individually and collectively, that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against Defendant, except a proceeding to enforce this Agreement.

I. Covenant Not to Sue. Plaintiffs agree, individually and collectively, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or administrative proceeding or internal grievance proceeding, individually or collectively, to assert any Released Claim except in connection with filing an action to enforce this Agreement. Plaintiffs understand and agree, individually and collectively, that if any such action is brought, this Agreement will constitute an affirmative defense thereto, and Defendant shall be entitled to recover reasonable costs and

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attorneys' fees incurred in defending against any Released Claims as set forth in Paragraph II.D. Nothing in this provision shall preclude Plaintiff's from filing an action to enforce this Agreement.

J. Tax Consequences. Plaintiffs acknowledge, individually and collectively, that Defendant has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. Plaintiffs acknowledge and agree that they have had an opportunity to discuss the potential tax consequences of this Agreement with their own counsel and agree to indemnify and hold harmless Defendant from delinquent taxes, penalties, and assessments levied against Defendant as a direct result of Plaintiffs' misreporting to a federal, state, or local government agency of attorneys' fees, costs, and expenses paid by Defendant pursuant to Paragraph II.B.3 of this Agreement .

K. Condition Precedent. This Agreement shall not be binding on the Defendant unless and until the Board of Trustees of the Defendant formally approves of this settlement and such formal approval has been communicated to counsel for Plaintiffs.

L. Authority to Execute Agreement. The Action was filed by J.D. by and through her next friend, TIFFINY BARRACO prior to J.D.'s eighteenth (18th) birthday. Given that J.D. is a minor and by this Agreement waives and releases claims against Defendant and the Released Parties, Plaintiffs herein agree, individually and collectively, to do all things necessary and to execute all further documents necessary and appropriate to obtain Court approval of this minor's compromise in order to eliminate any claim that J.D. lacked the legal capacity to waive and release the claims released herein.

The Action was filed by A.R. by and through her next friend, DANIEL RODRIGUEZ prior to A.R.'s eighteenth (18th) birthday. Given that A.R. is a minor and by this Agreement waives and releases claims against Defendant and the Released Parties, Plaintiffs herein agree, individually and collectively, to do all things necessary and to execute all further documents necessary and appropriate to obtain Court approval of this minor's compromise in order to eliminate any claim that A.R. lacked the legal capacity to waive and release the claims released herein.

Performance of the District's obligations under this Agreement is expressly conditioned on approval of the minor's compromise by the court.

III. STATEMENT OF COMMITMENT

Defendant agrees that in consideration of Plaintiffs agreeing to enter into the Agreement, it shall comply with and/or perform the following terms and conditions.

A. Term. The term of this Agreement shall be for four (4) calendar years from the Effective Date of this Agreement ("Term").

B. General Provisions.

1. Publicize Name and Contact Information of Title IX Coordinator. The District shall publicize the name and contact information for the Title IX Coordinator within 30 days of the Commencement Date by posting such information clearly on the Mt. Diablo Unified School District web site for College Park High School (cphs.mdusd.org), under "Students" and

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“Athletics” or future equivalent tabs should the current school home page change. Information about how to file a Title IX complaint will also be available on the same web site, pursuant to California Education Code section 221.61.

2. Coordinator Credentials. The Title IX Coordinator shall receive Title IX athletics training within three (3) months of the Commencement Date. Any new Title IX Coordinator will receive Title IX Athletics training within three (3) months of assuming the role of Coordinator (or provide proof of Title IX Athletics training in the past year), shall receive further Title IX athletics training at least annually thereafter throughout the Term, and shall attend the Title IX Training referenced in subparagraph 4.b herein.

3. Coordinator Role. The Title IX Coordinator shall be devoted to Title IX issues, gender equity in athletics issues, non-discrimination issues, non-harassment issues, and Williams policies issues at the District, including at CPHS. Nothing in this Agreement shall be interpreted as requiring the District to replace its current Title IX Coordinator.

4. Title IX Training.

a. Within 60 days of the Commencement Date, at the start of each season of sport (Fall, Winter, and Spring), throughout the Term, the District shall provide a mandatory training to all CPHS coaches who are coaching that season regarding Title IX rights and responsibilities. The Title IX training must be provided by someone with documented Title IX expertise. Make-up training will be available for any individuals who must re-schedule.

b. Within 60 days of the Commencement Date, on an annual basis throughout the Term, the District shall provide a mandatory training to all CPHS administrators regarding Title IX rights and responsibilities. The Title IX training must be provided by someone with documented Title IX expertise. Make-up training will be available for any individuals who must re-schedule.

c. The District will also provide a one-time Title IX training to current members of the District’s Board of Trustees within six (6) months of the Commencement Date of this Agreement. Thereafter, the District will provide a Title IX training course to new Board members within the first six months of taking office throughout the Term.

d. Within 60 days of the Commencement Date, and on an annual basis throughout the Term, the District will provide all athletes at CPHS with information regarding their rights under Title IX, including a copy of a brochure/fact sheet approved by the Title IX Consultant provided in Paragraph III.E.1 below and in the student handbook/athletes handbook.

5. Reduction in Athletic Opportunities or Benefits for Boys. During the Term of this Agreement, if budgetary requirements necessitate that the District reduce the quality or quantity of athletic participation opportunities or athletic treatment or benefits for boys, before any reductions can be made, Defendant must present its reduction intentions to the Title IX Consultant for an opinion as to whether such reductions would violate Title IX (including Title IX’s anti-retaliation protections). The District shall also present its reduction intentions to Plaintiffs’ counsel at the same time it provides such information to the Title IX Consultant. Plaintiffs’ counsel shall have 10 calendar days to comment on Defendants’ proposed reductions, at which point the Title

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IX Consultant shall render their opinion. Should the District move forward with any reduction that the Title IX Consultant opines would violate Title IX, the Title IX Consultant may find the District out of compliance with this Agreement consistent with the procedural framework set forth in Paragraph III.E.1.f. Recognizing the possibility for backlash against the girls from reductions for boys, the District shall not unreasonably decline to consider alternative solutions to reductions in opportunities and benefits for boys.

C. Equal Treatment and Benefits. The District shall ensure that female athletes at CPHS are provided equal treatment and benefits as compared to male athletes in each athletic sport, program, service and facility at CPHS regardless of the source of such treatment and benefits (e.g., donations, team fundraising, coach's property, procurement with school funds). Facilities and services shall be provided on an equitable basis in consideration of the entirety of the sports offerings at CPHS and shall be equal in terms of amenities, functionality, and overall quality. To the degree permitted by applicable law, the District shall ensure priority of CPHS facilities for CPHS athletics over private leagues or Pleasant Hill Park & Recreation.

1. Provision of Equipment and Supplies. The District shall ensure that all female and male athletes at CPHS receive equitable equipment and supplies, at no cost to themselves and their families including but not limited to uniforms, practice apparel, safety-related equipment and supplies, and any other items necessary for practice and competitive play. Female and male athletes shall also have equitable access to equipment storage, which shall be equitably maintained. This shall include but not be limited to storage for softball that is accessible from the softball field in a manner comparable to baseball storage accessibility.

2. Comprehensive Inventory Review and Reevaluations. Within 90 days of the Commencement Date, and quarterly thereafter for the Term of this Agreement, the CPHS Athletic Director or designee, in consultation with the CPHS coaches of each team, will conduct an inventory of uniforms, supplies and equipment for every sport competing that season, substantially in the form attached hereto as Attachment A. The District will develop a replacement schedule for all CPHS uniforms, supplies and equipment.

3. Equal Access to Coaching. The District shall ensure that CPHS provides qualified coaches to all female and male athletic teams in accordance with requirements set forth in applicable law and the District's collective bargaining agreements. The Title IX Consultant will prepare a list of all current coaches of female and male athletic teams at CPHS, at all levels (varsity, etc.), as well as assess their coaching resumes and/or qualifications and include the results in their initial report. If disparities in coaching numbers or qualifications exist, the District will work with the Title IX Consultant to create a plan to promptly remedy. The District shall ensure that coaches for female athletics teams at CPHS are selected, scouted, recruited, and compensated in the same manner as is done for male athletic teams, and completed in compliance with applicable law and the District's collective bargaining agreements. All CPHS coaches will be provided with a handout at the beginning of each athletic season that lists the benefits available to all athletic teams and how the coach can secure those benefits for their team.

4. Travel and Transportation. The District shall ensure that all female athletes and teams at CPHS have equal access to travel and transportation as male athletes and teams.

5. Provision of Practice and Competition Facilities.

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a. The District shall ensure that all female athletes and teams at CPHS have equitable practice and competitive facilities to those provided to male athletes. In determining whether such athletic facilities for female and male athletes are equitable, factors such as quality, availability, location, equipment needs based on type of sport, and use of all facilities must be considered, such as facilities-related amenities (e.g., storage space based on sporting equipment needs and bleacher seating).

b. Within 60 days of the Commencement Date, the District Title IX Coordinator shall assess the practice and competition facilities provided to male and female CPHS athletes and teams on an ongoing basis to ensure equity and promptly remedy where female or male athletes are not receiving equitable treatment and benefits. Athletic facilities governed by this subparagraph 5 include but are not limited to all fields, gyms, team rooms, locker rooms, weight rooms, and training rooms at CPHS. Specifically, the District shall ensure equal use of the CPHS stadium field for practices and games as between tackle football and flag football; provide stunt cheerleading with assigned and gender equitable access to practice and competition space; provide the female golf team with comparable practice and competition facilities to the male golf team; and shall ensure equal access to the big gym for the female and male sports in the same season (e.g., female and male basketball teams).

c. The Title IX Consultant provided in Paragraph III.E.1 below will assess the current athletic facilities and usage at CPHS, and make any recommendations they deem appropriate regarding the area of campus between the current softball field and the stadium field for the purposes of Title IX compliance. The District will not unreasonably withhold agreement to the Title IX Consultant's recommendations.

d. The District shall permanently line the CPHS stadium field with lines for flag football within six months of the California Interscholastic Federation ("CIF") instituting static dimensions for flag football contests.

6. Scheduling.

a. Within 90 days of the Commencement Date, the District shall make the following changes with respect to scheduling for all athletics at CPHS:

i. The District shall generally assess the scheduling for all teams between female and male sports teams in scheduling practices games, or use of facilities.

ii. The District shall promptly remedy any inequities between female and male sports teams in scheduling practices or use of facilities. The District shall remedy any inequities between female and male sports teams in scheduling games pursuant to subparagraph (b) below.

iii. The District shall coordinate equitable scheduling for practice through a process by which all coaches submit their preferences for scheduling and the District ensures equitable assignment, instead of the "first come first served" current process.

iv. The District shall place the master calendar for all sports practices and games in an equitably accessible location, such as online, if the Title IX Consultant deems that an appropriate location.

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b. By the start of the 2025-2026 school year, the District shall make the following changes with respect to scheduling for all athletics at CPHS:

i. The District shall equally allocate prime time games, i.e., those on Friday evenings, between female and male sports teams, including use of the stadium for tackle and flag football, instead of the “first come first served” current process.

7. Maintenance. All athletic facilities, including but not limited to practice and competition facilities at CPHS or otherwise, provided for and used by female CPHS athletes will be maintained at an equitable level as those athletic facilities provided for or used by male CPHS athletes. Within 60 days of the Commencement Date, the District Maintenance Department will keep written maintenance schedules, which will be reviewed by the Title IX Coordinator on a quarterly basis to ensure that the athletic facilities used by CPHS athletes are maintained on a gender-equitable basis. The District shall ensure that it has sufficient equipment to equitably maintain all such facilities. The District shall replace CPHS varsity softball field dirt equitably in a manner appropriate to softball infields when it replaces the CPHS baseball field dirt and promptly remedy any current softball dirt inequities.

8. Access. Female athletes at CPHS shall have equitable access in terms of general availability, total usage, and preferential time slots to facilities shared by male and female athletes, including but not limited to any weight rooms, training rooms, team rooms, athletic storage spaces, and practice and game facilities that CPHS currently has or may have in the future. Coaches shall determine the specific needs of their athletic teams, i.e., weight rooms and training rooms after communicating with the members of the team regarding the programs and recommended services that are available in all weight, training, and team rooms.

9. Weight Room. Following the first inventory provided in Paragraph III.C.2. above, and discussion with coaches, the District shall provide more lightweight hand weights and plates in the CPHS weight room and gender-balanced signage. The District shall prioritize the weight room for CPHS students.

10. Storage. The District shall ensure that CPHS provides equitable storage space to its female and male athletic teams for the storage of all necessary equipment and supplies.

11. Locker and Team Rooms.

a. By the end of the 2026-2027 school year (but with a target date of the 2025-2026 school year), the District will ensure that:

i. An equitable number, size, and quality of lockers, locker rooms, and team rooms are available for CPHS female and male athletes. For avoidance of doubt, any new lockers created pursuant to this Agreement shall be large enough for the equipment and athletic gear relevant to the specific sport.

ii. The CPHS locker rooms shall have an equal amount of storage for sports equipment. All CPHS locker rooms shall have sufficient lighting to ensure safe use.

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iii. Visiting female and male teams will be treated equally with respect to access to CPHS athletic facilities.

b. CPHS locker rooms will be open and available for use before the school day, and from when the school day ends until the last athletic practice or game is completed that day.

c. The District shall ensure that female and male athletes have equitable access to CPHS team rooms. To the extent that a male athletic team has a dedicated CPHS team room, the District shall ensure that there is a comparable CPHS team room available for a similar number of female athletes, including by adding a portable team room for girls if necessary. Any changes to CPHS team and/or locker room usage and/or availability should be messaged as an important part of District facilities upgrades to ensure no retaliatory messaging towards Plaintiffs.

12. Restrooms. Within 60 days of the Commencement Date, the District will assess the availability of CPHS restrooms for all genders, and promptly remedy gender inequities, including distance to athletic facilities, cleanliness, and quality. Should the District determine significant inequities in the distance of restrooms to the athletic facilities of a particular gender, the District may temporarily remedy such inequities with clean, sanitary, safe and portable restrooms. Any disputes about the quality of the portable restrooms will be decided by the Title IX Consultant. As soon as practicable, but no later than two (2) school days after the Commencement Date, the District will allow easier access to the S building bathrooms by regularly keeping the gate unlocked during athletic practices and games.

13. Softball.

a. By the start of the 2026-2027 school year (but with a target date of the 2025-2026 school year), the District shall ensure that the varsity softball field at CPHS is replaced in a manner which is equitable with the existing CPHS baseball field pursuant to the determination of the Title IX Consultant. By the end of the 2024-2025 school year, the District shall complete an evaluation comparing the cost and timing of (1) improving the current CPHS softball field facility and orientation versus (2) reorienting the softball field at a different location. Any options considered must ensure equity between the varsity softball field and baseball field pursuant to the criteria set forth in (b)(i)-(x) below. Upon completion, the District will submit its evaluation to the Title IX Consultant and Plaintiffs' counsel. Class Counsel will have an opportunity to provide comments on this evaluation to the Title IX Consultant, and the Title IX Consultant will not unreasonably ignore Plaintiffs' input. The Title IX Consultant will provide the District with their opinion as to whether the options presented meet the criteria set forth in (b)(i)-(x) below.

b. In determining the best option for the CPHS softball field the Title IX Consultant shall focus upon the following, in addition to any other factors the Title IX Consultant believes are necessary for Title IX compliance:

i. Ensuring that the varsity softball field dugouts are equitable to the CPHS baseball dugouts, specifically that they are equitably enclosed and spacious, and that they include storage space, and the same appliances;

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ii. Ensuring that CPHS softball amenities are equitable to those provided the CPHS baseball teams including any secured (locking) storage, seating, protection from the elements, reflective paint on the dugouts, bat racks, hat racks, other storage; access to concessions; school signage; pitching radar machine; and access to a team room;

iii. Ensuring CPHS varsity softball field scoreboard is located in the left or right outfield, comparable in size, quality, and distance from home base to the CPHS baseball scoreboard;

iv. Ensuring that the CPHS softball fences that are both in compliance with regulation height (currently 6') and centerfield distance (currently 210') from the backstop;

v. Ensuring the softball field at CPHS has amenities that will provide benefits to the members of the softball program that are equitable to the benefits afforded members of the baseball program, including any PA system; dugouts; bullpens; electronic scoreboard; flag pole; foul poles; hitting markers and space for sponsors on the outfield fence and related areas; warning track; markings, color, and painting; drainage; bleachers; power outlets at the field; safety netting; backstops that does not unreasonably impede fan view; press box; and water fountains with bottle fillers at the field.

vi. Ensuring that the bleachers and spectator seating available to the CPHS baseball and softball teams are equitable as to spectator capacity and quality;

vii. Ensuring that the batting cages provided to the CPHS female softball teams are equitable to those provided the CPHS male baseball teams. Until such time as separate, equitable batting cages are provided, the CPHS male baseball and female softball teams shall have equal access to the batting cages located near the CPHS baseball field. The District will schedule use of the CPHS cages in advance and ensure that the softball and baseball teams have use at equitable times of the day and days of the week.

viii. Ensuring that the quality and condition of the infield dirt on the CPHS varsity softball field is equitable in quality and condition in comparison to the dirt on the CPHS baseball field.

ix. Ensuring that the quality and condition of the outfield grass at the CPHS varsity softball field is maintained at a level equitable to the CPHS baseball field.

x. Ensuring that the CPHS varsity softball teams have priority usage of the varsity softball field in the same manner as the baseball teams have priority usage of the baseball field. The CPHS varsity softball field and baseball field shall be made available to other CPHS athletics teams in the same way that other facilities, such as the big gym, are shared by teams.

14. Provision of Fitness Facilities and Services.

a. Access and Usage. The District shall ensure that all female and male athletes and teams have equal access to any weight rooms or other fitness (collectively "training") facilities at CPHS. Specifically, CPHS shall adopt a centralized procedure for

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scheduling training facilities at CPHS to ensure that female athletics teams may reserve such facilities on an equal basis as male athletics teams, and that female athletics teams are given equal opportunities for usage of the facilities. At least one coach for each CPHS team shall have access, including keys, to any such training facilities during the season of their team, and each coach shall be required to notify the members of their team of the availability of the training facilities in accordance with the coach's directives.

b. Equipment and Location. The District shall ensure that the nature and location of the equipment of training facilities at CPHS is designed to equally meet the needs of both male and female student athletes. Specifically, the District shall ensure that the CPHS training rooms are collectively equipped with weights and other equipment designed for light conditioning, heavy conditioning, and general conditioning, including but not limited to lower weight plates, flexibility equipment, core strength equipment, and cardio equipment.

15. Medical Training Services. To the extent any student or professional athletics team trainers are made available to male athletics teams at CPHS, such athletics team trainers must be made equally available to female athletics teams at CPHS in accordance with the needs of the particular sport. To the extent any physicians, physical therapists or rehabilitation services and/or clinics are made available to male athletics teams at CPHS, such physicians, physical therapists and/or rehabilitation services or clinics must be made equally available to female athletics teams at CPHS in accordance with the needs of the particular sport.

16. Survey. Within 60 days of the Commencement Date, CPHS shall conduct a survey of its coaches for all of its athletics teams, including each level (varsity, etc.), substantially in the form attached hereto as Attachment B, to identify any changes to its training facilities that would assist the athletes in training for their particular sport or otherwise better facilitate their use of the training facilities, and implement any such changes the Title IX consultant deems necessary for Title IX compliance.

17. Publicity and Promotional Support.

a. The District shall ensure that the female and male athletics teams at CPHS receive equitable publicity and promotional support.

b. To the extent that CPHS displays trophies, banners, and signage (including in any training facilities), it shall equitably display the successes of female and male athletics teams. CPHS shall ensure that trophies and/or awards given to female and male athletics teams shall be of equitable style, size and quality. However, nothing in this subparagraph bars CPHS from implementing an objective policy and/or practice of displaying championship banners and/or banners celebrating All-League recipients (or similar publicity), even where that objective policy may result in an unequal number of banners (or similar publicity).

c. To the extent that cheerleaders, school pep bands, marching band, and/or pep squads perform at CPHS athletics competitions, they shall be, in general, equally scheduled among female and male athletics competitions.

d. To the extent that any schedules, guides, programs, or other printed materials are provided regarding CPHS athletics teams or events, it shall do so equitably for both male and female athletes. To the extent that school-wide announcements or emails, public

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marquees, pep rallies, spirit days, assemblies, awards, or banquets are used or held regarding athletics events, they shall be used to equally advertise and support both female and male athletics teams. In regard to the above, female and male athletics teams shall be provided with equal resources. To the extent that athletics teams are mentioned in any student media, including the yearbook, website, and social media, CPHS shall require equitable coverage of female and male athletics.

e. The mascot used by CPHS shall be gender neutral.

18. Fundraising.

a. Equitability. The District shall ensure that athletics fundraising conducted by CPHS and/or outside third parties for CPHS, does not create inequities in the provision of opportunities, benefits, treatment, and services to female athletes.

b. Third Party Donations. The District shall create and implement a comprehensive policy to oversee CPHS booster club funding and any other private donations, including monetary and in-kind contributions (e.g., non-monetary) flowing into the CPHS athletics program. The policy will ensure that if booster clubs or other outside sources provide benefits and services to CPHS athletes of one sex that are greater than the benefits and services provided to the other sex, the District will take action to ensure that the benefits and services are equivalent for both sexes.

c. Boosters. The District shall ensure that CPHS booster funding is allocated between sports on a gender equitable basis that complies with Title IX. In doing so, within 60 days of the Commencement Date, the District shall ensure that any CPHS booster funding is first reviewed and approved by the District Title IX Coordinator for Title IX compliance prior to the acceptance of said funding. The CPHS Athletic Director shall make best efforts to be knowledgeable of the time and place of CPHS booster meetings, and will publicly disseminate any such known information as far in advance of such meetings as possible if those meetings are held at public places. Nothing in this paragraph requires the District to disclose the addresses of private residences.

d. Third Party Promotion of Student Athletes. Within 60 days of the Commencement Date, prior to the promotion of any CPHS student athletes by a third party on the CPHS campus, or at any other facility under the authority of the District, said promotion must first be reviewed and approved by the District Title IX Coordinator to ensure compliance with Title IX.

D. Equal Participation Opportunities.

1. Compliance with Title IX Prongs One and Three. The District shall ensure that CPHS female students are provided equal participation opportunities in athletics by the beginning of the 2026-27 School Year, complying with the first or third prongs of the Title IX Three Prong Test as set forth in the policy interpretation published by the Office for Civil Rights (“OCR”) entitled “A Policy Interpretation: Title IX and Intercollegiate Athletics (1979)” (“Policy Interpretation”) and the subsequent guidance included in OCR’s January 16, 1996 OCR policy clarification (“1996 Policy Clarification”). For purposes of this Agreement, equal participation opportunities shall mean that the percentage of participation opportunities on all athletic teams

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afforded to females and males at CPHS shall be substantially proportionate to the percentage of their respective total enrollment at CPHS. If substantial proportionality is not reached, then the District must provide evidence that the imbalance does not reflect discrimination, i.e., where it can be demonstrated that, notwithstanding disproportionately low participation rates by the institution's students of the underrepresented sex, the interests and abilities of these students are, in fact, being fully and effectively accommodated. In doing so, the District must show that it has:

- a. Conducted surveys on CPHS female and male participation per Paragraph III.D.2 of the Agreement.
- b. Completed and presented data concerning CPHS female and male students' rates of participation in any non-mandatory or elective physical education classes offered at CPHS.
- c. Identified all viable female and male sports programs/teams/levels eliminated or discontinued throughout CPHS in the past ten (10) school years;
- d. Reviewed annually the number of female and male students who were cut from each team at CPHS with interscholastic athletics, and the reasons they were cut, to assess whether any of those students had or have the ability to compete in that sport and whether sufficient numbers of students were cut to sustain another team/level of the sport.
- e. Identified the available competitive opportunities in the geographic area in which CPHS's athletes primarily compete – the CIF North Coast Section, including:
(a) competitive opportunities offered by other schools against which CPHS competes; and
(b) competitive opportunities offered by other schools in CPHS's geographic area, including those offered by schools against which CPHS does not already compete; and
- f. Assessed CPHS female and male interests in youth and community sports in the geographic area in which CPHS's athletes primarily compete – the CIF North Coast Section; including, but not limited to, new and emerging sports.

2. Participation Survey. Within 60 days of the Commencement Date, consistent with the policy interpretation published by the Office for Civil Rights (“OCR”) entitled “A Policy Interpretation: Title IX and Intercollegiate Athletics (1979)” (“Policy Interpretation”) and the Dear Colleague Letter, U.S. Dep’t of Educ. Office for Civil Rights, 5 (Apr. 20, 2010), <https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20100420.pdf>, the District shall conduct an annual survey of CPHS student athletics interests with a focus on discovering which teams/sports/levels its female students would like to play in greater numbers. A sample survey is attached as Attachment C. The survey will be distributed to all incoming 9th, 10th, 11th and 12th grade CPHS students.

3. Recruiting. Within 60 days of the Commencement Date, the District shall make the following efforts to recruit female students, including from feeder middle schools and from CPHS to play sports at CPHS:

- a. Ensure that all athletics opportunities for female students already enrolled in CPHS are announced in equal measure with announcements for any male athletics

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opportunities in CPHS electronic and hard copy bulletins, CPHS social media, campus-wide telephone voicemail messages, paper flyers and banners, and through CPHS campus signage;

b. Ensure that each head coach knows that he or she is responsible for ensuring that all athletics opportunities for female students already enrolled in CPHS are announced in equal measure with announcements for any male athletics opportunities in the media identified in subparagraph a above; the CPHS Athletic Director will take reasonable steps to ensure that recruitment information for all athletics teams will be disseminated in CPHS PE classes on an annual basis;

c. Monitor try-out lists, cut lists and rosters to ensure that CPHS female students are receiving sufficient opportunities to compete and train and add sports and levels to reflect female students' interest; and

d. Conduct regular announcements and demonstrations regarding female sports at CPHS school assemblies and events in equal measure to such announcements and demonstrations regarding male sports.

4. Additional Teams for Female Students

If the Title IX Consultant provided in Paragraph III.E.1 determines that CPHS does not provide equal participation opportunities to its female athletes, the District shall do the following:

a. The District shall identify sports and levels of sports for female students that are not currently offered at CPHS, but are offered either by schools that compete within the league or leagues in which CPHS competes, or by schools that are within CPHS's normal competitive region and geographic area. Further, if the District determines based on the results of athletics interest surveys that there is sufficient interest among female athletes in the addition of new sports and/or levels at CPHS, and that there is sufficient competition in the geographic area in which CPHS's athletes primarily compete – the CIF North Coast Section, CPHS shall add additional athletics teams and/or levels for females. The District will support the addition of sports and/or levels for females in any league in which it participates where the participation survey conducted pursuant to Paragraph III.D.2 establishes sufficient interest at CPHS to field a team.

b. If the District determines based on the results of athletics interest surveys that there is sufficient interest among female athletes in the addition of new levels of sports already offered at CPHS, and that there is sufficient competition in the geographic area in which CPHS's athletes primarily compete – the CIF North Coast Section, CPHS shall add additional athletics team levels for female students.

5. Data Collection and Reporting. The participation opportunities afforded to CPHS male and female students shall be measured by totaling the number of athletes participating on each sports team as of the date of the team's first league contest or equitable external contest for any team that engages exclusively in non-league competition (i.e., scrimmage and tournament competition against area club, private school and college teams). CPHS shall also post complete data required under California Education Code section 221.9 on its web site on an annual basis in conformity with state law and include such data in Compliance Reports.

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E. Compliance Monitoring and Reporting.

1. Independent Title IX Consultant:

a. Selection. The District will retain an independent Title IX Consultant to oversee and monitor the implementation of this Agreement. The parties shall exchange proposed names, qualifications, and billing rates for the Title IX Consultant within 30 days of the Commencement Date and, within 45 days of the Commencement Date, shall endeavor to agree upon a candidate. None of the Parties' contractually-retained experts may be selected as the Title IX Consultant. If the parties cannot mutually agree upon a Title IX Consultant within 60 days of the Commencement Date, then one will be selected by Mediator Amy Klosterman with consideration of the parties' input. If Mediator Amy Klosterman is not available, the Parties will jointly move the Court to make the determination.

b. Qualifications. The Title IX Consultant must have the following level of experience: (i) at least five years of experience prosecuting Title IX athletics complaints for OCR, or (ii) serving for at least five years as a Title IX athletics coordinator for a public school district, or (iii) serving for at least five years in a similar capacity as a Title IX athletics consultant for one or more high schools as part of OCR and/or civil action settlement agreements. The Title IX Consultant shall be given full and complete access to all facilities used by CPHS athletes, and any data the Title IX Consultant deems necessary to assess Title IX compliance, except that the Title IX Consultant will not be entitled to information covered by attorney-client privilege, or other privilege or privacy right held by the District and/or its students. Should the Title IX Consultant determine that the District is withholding any documents or information to which the Title IX Consultant is entitled, the Title IX Consultant may find the District out of compliance with this Agreement consistent with the procedural framework set forth in Paragraph III.E.1.f.

c. Decision-making. Prior to the Title IX Consultant making any findings or decisions pursuant to the duties set forth in this Agreement, the Title IX Consultant will provide Plaintiffs' counsel written notice of her tentative findings or decisions, and provide Plaintiffs' counsel no less than 15 calendar days to provide any comments they deem appropriate.

d. Costs. The District will pay the Title IX Consultant costs, not to exceed \$175,000 for the full term of the Agreement or an amount not to exceed (1) \$100,000 for the first twelve months, (2) \$30,000 for the second twelve months, (3) \$25,000 for the third twelve months, and (4) \$20,000 for the fourth twelve month-period of the Agreement.

e. Term of Consultant. The term of the Title IX Consultant will be the Term of this Agreement from the time a contract with the consultant is executed. If the Title IX compliance related improvement projects discussed above are not completed by the expiration of that term, the Title IX Consultant will continue to monitor those unfinished projects through completion. If the Court extends its jurisdiction over this matter beyond the Term of this Agreement, the term of the Title IX Consultant will be extended consistent therewith.

f. Addressing Non-Compliance. If the Title IX Consultant determines that the District has failed to comply with this Agreement, the Title IX Consultant will inform the parties in writing of the failure within forty-five (45) calendar days of that

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determination. The District will then be provided a sufficient period of time to address the non-compliance, as determined by the Title IX Consultant, prior to any exercise by Plaintiffs of their dispute resolution rights under Paragraph II.C. of this Agreement.

2. Site Inspections. The District will permit site inspections of CPHS by the Title IX Consultant and Plaintiffs and Plaintiffs' counsel with a maximum of one inspection per year. Plaintiffs' counsel will bring no more than one attorney per organization to any site visit. Plaintiffs' counsel shall be permitted to bring a photographer to document the site visit. Notwithstanding any other provision of this Agreement, neither Plaintiffs nor Plaintiffs' counsel will seek any fees or costs related to the attendance at this inspection for more than one attorney from the Plaintiffs' side.

3. Compliance Reports. The District shall prepare compliance reports at the end of each season of sport (Fall, Winter, and Spring), on specific dates to be determined by the Title IX Consultant provided in Paragraph III.E.1 above ("Compliance Reports"). The District shall provide the Compliance Reports to the Title IX Consultant during the Term of this Agreement, with the first Compliance Report to be shared no later than 90 days after the Commencement Date, and with a final Compliance Report to be shared thirty (30) days before the end of the Term. Any reports submitted to the Title IX Consultant will also be submitted to Plaintiffs' counsel. Each Compliance Report shall include the following information, in addition to any information otherwise indicated in this Agreement as required for a Compliance Report:

a. Student Enrollment, Participation, and Interest.

i. All data and information regarding the District's efforts to achieve equal participation opportunities at CPHS and any additional information requested by the Title IX Consultant, including, but not limited to:

(A) CPHS student enrollment and participation data for the applicable school year broken down by sport played, level (varsity, etc.), gender, and season.

(B) Copies of completed athletics interest surveys distributed by the District for completion by CPHS students for the applicable school year and summary results of surveys, disaggregated by gender to reflect female and male students' interests.

ii. Nothing in this subparagraph entitles the Title IX Consultant to any information covered by attorney-client privilege, or other privilege or privacy right held by the District and/or its students. Should the Title IX Consultant determine that the District is withholding any documents or information to which the Title IX Consultant is entitled, the Title IX Consultant may find the District out of compliance with this Agreement consistent with the procedural framework set forth in Paragraph III.E.1.f.

b. Athletics Resources.

i. Data and information regarding athletics equipment inventories and the condition of practice and competitive facilities provided to male and female athletes at CPHS. The initial review and subsequent reevaluations provided to the Title IX

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Consultant shall include the following as appropriate for each athletics team and each level (e.g., freshman/sophomore, junior varsity, and varsity):

(A) the quantity, quality, and size of uniforms and other wearable items (e.g., parkas, singlets, helmets and pads, warm up clothes, hats);

(B) the quantity and quality of all equipment and supplies used directly in practice and competition (e.g., balls, bats, nets, sticks);

(C) the quantity and quality of all other equipment and supplies used for the benefit of student athletes (e.g., fans, golf carts as appropriate); and

(D) in addition to the above, the age of all equipment and supplies subject to a periodic replacement policy to the extent such information is available.

ii. In addition, if the District determines, following its quarterly review and an opportunity to gather information for reporting purposes pursuant to applicable law, that any inequities exist at CPHS, the District will provide the Title IX Consultant with schedules and tasks to promptly remedy any such inequity.

iii. A copy of the information provided to CPHS athletes in the brochure/fact sheet and in the student handbook/athletes handbook during the applicable school year regarding their rights under Title IX and confirmation of the manner in which the District distributed such information sheet to CPHS athletes.

iv. Data and information regarding the provision of medical and athletics training benefits to each CPHS team. However, nothing in this Agreement shall be interpreted to require the disclosure of any information protected by any person's statutory or constitutional rights of privacy.

c. *Athletics Program and Schedules.*

i. Annual CPHS athletics facility maintenance schedules.

ii. All game and practice schedules for all teams at CPHS for the fall, winter and spring sport seasons.

iii. CPHS weight room schedules broken down by sport played, level (varsity, etc.), gender, and season.

iv. Schedules for CPHS band and sideline cheer (and any similar activities) showing which athletics events they attended and supported.

d. *Coaching and Staffing Information.*

i. A list of all CPHS coaches provided broken down by sport played, level (varsity, etc.) and season.

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ii. CPHS female and male team coaching recruiting information related to on-campus teachers as well as off-campus walk-on coaches.

iii. The survey results, outlined in Paragraph III.C.16, of its coaches for all of its athletics teams, including each level (varsity, etc.)

e. Budget and Funding.

i. Annual budgets and expenditures for CPHS athletics teams including all funds raised by all CPHS booster clubs, to the extent that the District retains such records. Upon execution of the Agreement, the District must request that all CPHS athletics teams, and all related booster clubs, retain and share with the District any and all funding and budgeting information.

ii. Fundraising opportunities, publication of fundraising opportunities, and any identified gender inequalities at CPHS.

iii. CPHS annual budgets, all CPHS actual income and expenditures, and all monetary and non-monetary donations for each team and level in the CPHS athletics program.

iv. Funding provided by Boosters to each CPHS sport to ensure equitable distribution.

f. Student Information and Promotion.

i. Copies of all CPHS sports-related yearbook pages for the preceding school year as well as any other information related to promotion of competitions for each team at CPHS, such as through daily bulletin announcements.

g. Title IX Training and Certification.

i. Copies of the certification confirming completion of the Title IX training, training materials (including PowerPoints, handouts), and sign-in sheets for the Title IX trainings outlined in III.B.4.

h. Progress Updates.

i. Updates on progress related to CPHS improvements that the District is making or will make pursuant to the agreements reached in this Statement of Commitment.

F. Miscellaneous.

1. Retaliation. The District is prohibited from retaliating in any manner against students, and/or their families, coaches, agents, and representatives for asserting Title IX rights and/or for making a complaint under Title IX. The District must include information about Title IX's anti-retaliation provisions in training as required by Paragraph III.B.4 above.

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2. Joint Motion for Preliminary Approval and Final Approval. The Parties will work collaboratively to prepare and submit to the court a joint motion for preliminary approval and final approval of this Agreement. The parties shall take all reasonable steps to advocate for approval of the terms of this Agreement.

3. Class Notice. The District shall bear the costs of the Notice of Proposed Class Action Settlement (“Class Notice”). The proposed order for Preliminary Approval shall direct the Class Notice to be sent to all class members. The Class Notice (substantially in the form as Attachment D) shall be distributed: (i) individually to each member of the class; and (ii) by posting on College Park High School’s website and the District’s website.

4. Continuing Court Jurisdiction and Dismissal of Action. The parties shall work collaboratively to ensure that any court order dismissing this action incorporates all terms of the settlement agreement in order to ensure continuing court jurisdiction for the term of the agreement. The Court shall maintain continuing jurisdiction over this matter for the length of the Term for the purpose of overseeing and enforcing the terms herein and shall enter an order incorporating the terms of this Plan. Three (3) months before the end of the Term, Defendants shall prepare a final report showing that they have fully complied with the terms of this Agreement and provide the report to Class Counsel. On a date at least four (4) years from the entry of the Compliance Plan Defendants may move the Court for an Order terminating its jurisdiction of this matter on the basis that all its obligations under this Agreement have been fully discharged. Such motion shall be filed via regular noticed motion procedure and Class Counsel shall have an opportunity to respond to the motion.

5. Counterparts. The Agreement, including all attachments hereto, may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

6. Interpretation; Construction. The Agreement is the product of negotiation and joint drafting so that any ambiguity shall not be construed against any party to the Agreement. The language of the Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties to the Agreement. Where required by context, the plural includes the singular and the singular includes the plural, and the terms “and” and “or” shall mean “and/or.” The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

7. Choice of Law. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of California.

8. Authority to Bind. The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind Plaintiffs and the District.

9. Amendments. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of each of the parties hereto and must expressly state that it is the intention of each of the parties hereto to amend the Agreement. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by a duly authorized representative of the waiving party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

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

11. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

12. Cooperation. Plaintiffs and their attorneys acknowledge, individually and collectively, that the parties will do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

13. Advice of Counsel. Plaintiffs declare and represent, individually and collectively, that they are executing this Agreement with full advice from their legal counsel, and that they intend that this Agreement shall be complete and shall not be subject to any claim of mistake, and that the release herein expresses a full and complete release and, regardless of the adequacy or inadequacy of the consideration, intends the release herein to be final and complete. Plaintiffs, individually and collectively, execute this release with the full knowledge that this release covers all possible claims related to this Action, to the fullest extent permitted by law.

14. Notice. Any notice, demand, or communication under the Agreement which any party is required to give to any other party shall be in writing, and shall be deemed to have been received immediately after being sent via e-mail or seventy-two (72) hours after being sent in the United States mail via certified mail, return receipt requested, with postage thereon fully prepaid, addressed to the attorney(s) for the respective parties at the addresses set forth below. Any party may change its address by giving written notice to all other parties. The addresses of the parties are as follows:

a. If to Plaintiffs:

California Women's Law Center
360 N. Pacific Coast Highway
El Segundo, CA 90245
Email: julianna.gesiotto@cwlc.org

and

Legal Aid at Work
180 Montgomery Street, Suite 600
San Francisco, CA 94104
Email: ekristen@legalaidatwork.org

and

Kaufmann & Gropman LLP

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1939 Harrison St., Suite 620
Oakland, CA 94612
Email: egropman@kgworklaw.com

and

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111
Emails: dhleiden@winston.com; dlcook@winston.com

- b. If to the District:
Leone & Alberts
1390 Willow Pass Road, Suite 700
Concord, CA 94520
Email: jjohnson@leonealberts.com

December 23, 2024
Dated: December _____, 2024

By: 

J.D./TIFFINY BARRACO

December 23, 2024
Dated: December _____, 2024

By: 

AVA DAVIS

December 23, 2024
Dated: December _____, 2024

By: 

A.R./DANIEL RODRIGUEZ

Dated: December _____, 2024

MT. DIABLO UNIFIED SCHOOL DISTRICT
By: _____
Dr. Adam Clark, Superintendent

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1939 Harrison St., Suite 620
Oakland, CA 94612
Email: egropman@kgworklaw.com

and

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111
Emails: dhleiden@winston.com; dlcook@winston.com

- b. If to the District:
Leone & Alberts
1390 Willow Pass Road, Suite 700
Concord, CA 94520
Email: jjohnson@leonealberts.com

Dated: December _____, 2024

By: _____
J.D./TIFFINY BARRACO

Dated: December _____, 2024

By: _____
AVA DAVIS

Dated: December _____, 2024

By: _____
A.R./DANIEL RODRIGUEZ

January 16, 2025
Dated: ~~December~~ _____, 2024

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: 

Dr. Adam Clark, Superintendent

ATTACHMENT B

Coach Survey

Training Facilities Survey (SAMPLE)

This survey is being conducted for research and planning purposes and may be used along with other information to determine whether College Park High School is effectively addressing the interests of its students to participate in school sports, including whether the athletic facilities are meeting the needs of all athletes. These questions refer only to interscholastic athletics, not physical education (PE) classes. We encourage your participation in this survey.

1. Please list all sports that you coached at College Park High School during the 2023-2024 school year or are currently coaching during the 2024-2025 school year.

(Please indicate different levels of sports (e.g. varsity and junior varsity) as separate sports)

Sport 1	
Sport 2	
Sport 3	
Sport 4	
Sport 5	

2. For each sport, how frequently did/does your team use the weight room?

	Sport 1	Sport 2	Sport 3	Sport 4	Sport 5
Multiple times per week					
At least once a week					
A few times a month					
A few times a season					
Did not use at all					

ATTACHMENT B

3. For each sport, in what way did/does your team use weight room?

(Check all that apply)

	Sport 1	Sport 2	Sport 3	Sport 4	Sport 5
Weight lifting machines					
Free weights					
Cardio conditioning					
Core conditioning					
Flexibility Conditioning					
Other (specify)					

4. For each sport, did/do any of the following factors interfere with your team's use of the weight room?

(Check all that apply)

	Sport 1	Sport 2	Sport 3	Sport 4	Sport 5
Use by other teams					
Felt unwelcome					
Lack of key					
Broken equipment					
Lack of proper equipment					
Other (specify)					

5. For each sport, what additional equipment or other changes would improve/have improved your team's experience using the weight room?

Sport 1	
Sport 2	
Sport 3	
Sport 4	
Sport 5	

ATTACHMENT B

6. Please provide any additional comments or concerns you would like to share about the weight room at College Park High School. *(Optional.)*

7. For each sport, please list the facilities used for practices

Sport 1	
Sport 2	
Sport 3	
Sport 4	
Sport 5	

8. For each sport, please explain any inadequacies in the teams' practice facilities

Sport 1	
Sport 2	
Sport 3	
Sport 4	
Sport 5	

9. What additions or changes would help improve your teams' practice facilities?

Sport 1	
Sport 2	
Sport 3	
Sport 4	
Sport 5	

ATTACHMENT B

10. Please provide any additional comments or concerns you would like to share about the practice facilities at College Park High School. *(Optional)*

2. Please provide any additional comments or concerns you would like to share about athletics at College Park High School. *(Optional)*

3. If you are willing to be contacted to discuss your responses to this survey, please check here:

Student Athletic Interest Survey

Purpose. Your answers to this survey will help your school decide which sports to offer and whether to add more teams. It also helps the school determine whether it is meeting the athletic interests of male and female students.

Confidentiality. All responses are confidential, unless you choose to include your name and contact information on the last page.

School: _____ **Grade:** _____ **Date:** _____

Student ID: _____

Gender: Female Male Prefer to self-describe: _____

Part 1 | *These questions ask about your participation in sports*

1. In the last school year, have you participated in sports at your school?

Yes. Please list all of the sports you play at your school:

No. If no, what were your reasons? Select all that apply.

- I am not interested in playing any sport
- The sport I like is not offered at my school
- I am too busy with school
- I tried out, but did not make the team
- I have school-related activities after school
- My grades are too low
- I have a job after school
- I have family responsibilities after school
- Religious or cultural reasons
- My parents don't want me to play sports
- I have a conflict with the coach
- It is too expensive
- Only certain students get picked
- There are not enough teams offered in my sport
- Two of the sports I like are offered at the same time
- Sports are not offered at my school
- Other:

2. Do you currently play a sport outside of your school sports program? For example, a sport offered by a community center, a select team, or a club team.

Yes. Please list all of the sports you play outside of your school sports program:

No

Part 2 | These questions ask about your interest in specific sports.

3. Does your school offer all the sports you are interested in playing?

Yes No

4. Considering your time, interests, and responsibilities, which of the following sports would you most like to participate in at your school?

Select up to 6 sports.

Badminton

Baseball

Basketball

Bowling

Cross Country

Field Hockey

Football: Flag

Football: Tackle

Golf

Gymnastics

Lacrosse

Rowing/Crew

Soccer

Softball: Fast Pitch

Softball: Slow Pitch

Swimming and Diving

Tennis

Track and Field

Ultimate Frisbee/Ultimate Disc

Volleyball

Water Polo

Weightlifting

Wrestling

Other: _____

Other: _____

Other: _____

None. I don't plan to play sports at school.

5. **OPTIONAL: Additional comments or concerns you would like to share about the sports offered at your school:**

6. **OPTIONAL: If you would like your school to contact you to discuss your responses to this survey or to share your interest in adding a sport, please print your first and last name below:**



United States District Court, Northern District of California

J.D. et al v. Mt. Diablo Unified School District

Case No. 3:24-cv-00908-JD

Class Action Notice

Authorized by the U.S. District Court

Are you a present or future female student at College Park High School (CPHS) who participates, seeks to participate, and/or are or were deterred from participating in athletics at CPHS?

There is a settlement of a class action lawsuit about gender discrimination in athletics under Title IX at CPHS.

You do not need to do anything to be part of the settlement.

Read this notice for information about the terms of the proposed settlement and how you can provide comments, if you would like to.

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: [\[website – hosted by CWLC\]](#).

What is this lawsuit about?

The case was filed in federal court on February 15, 2024, against Mt. Diablo Unified School District (MDUSD or “Defendant”). The case was brought by three female athletes at College Park High School (CPHS). The lawsuit, *J.D. et al. v. Mt. Diablo Unified School District*, Case No. 3:24-cv-00908-JD, alleged:

- Defendant unlawfully denied female students opportunities to participate in sports on an equal level with male students at CPHS; and
- Defendant unlawfully denied female students athletic facilities, coaching, competition opportunities, and other athletic benefits on an equal level with male students.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[\[website\]](#)

Why am I receiving this notice?

The Court authorized this notice because Class Members have a right to know about a proposed settlement of a class action lawsuit before the Court decides whether to approve the proposed settlement. On [\[INSERT DATE\]](#), the U.S. District Court of the Northern District of California preliminarily approved a settlement in this case.

What happens next in this lawsuit?

The Court will hold a hearing to discuss the settlement at:

Where: San Francisco Courthouse, Courtroom 11, 19th Floor
450 Golden Gate Avenue, San Francisco, CA 94102

When: [\[Time\]](#) on [\[Date\]](#)

You do not have to attend the hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement (*see “What are my options?” below for details*). The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [\[website\]](#).

What does the settlement provide?

The settlement agreement can be found at: [website].
The general terms include:

4-Year Compliance and Monitoring Plan: The 4-year Plan requires Defendant to provide equal opportunities, treatment, and benefits to Class Members and requires that Class Members not be retaliated against for raising complaints about gender equity to Defendant. Class Counsel will monitor Defendant's compliance with the Plan and the Court will maintain oversight of this case.

Independent Title IX Consultant: Defendant will retain an Independent Title IX Consultant to help ensure that CPHS complies with Title IX.

Training: Defendant will provide Title IX athletics training to coaches at the start of each sports season and annual training to all CPHS administrators regarding Title IX rights and responsibilities. Defendant will also provide a one-time Title IX training to the MDUSD Board of Trustees.

Treatment and Benefits: Defendant will ensure that when providing funding, and/or impacting treatment and benefits among female athletes, such treatment and benefits are gender-equitable consistent with Title IX regarding, among other things, provision of equipment and supplies, recruitment of coaches, travel and transportation, provision of practice and competition facilities, scheduling of games and practice times, weight room, storage, locker and team rooms, restrooms, medical training services, publicity and promotional support, and fundraising.

Athletic Opportunities: The Title IX Consultant will assist CPHS in developing a student survey to assess girls' interest in playing sports. The survey will be conducted on an annual basis. If there is sufficient interest and demand for additional girls' sports, Defendant will take appropriate action to introduce a new sport and/or levels of competition to meet such interest.

Lawyers for Class Members ("Class Counsel"):

Legal Aid at Work, California Women's Law Center, Winston & Strawn LLP, and Kaufmann & Gropman LLP.

You do not have to pay anything to the lawyers. The Court will decide separately how much the District has to pay the lawyers for their work and expenses in this case.

If you have any questions about the case, contact:

[insert]

Reports & Site Visits: Defendant will prepare compliance reports at the end of each season of sport. These reports will cover issues such as student enrollment and participation, athletics resources, athletic program and schedules, coaching and staffing information, budget and funding, student information and promotion, Title IX training and certification, and progress updates. The Title IX Consultant may conduct one site visit per year. Class Counsel is permitted to attend these site visits.

Retaliation: Retaliation is prohibited against anyone reporting a gender equity concern, making a Title IX complaint, or cooperating with the Title IX Consultant.

Release of Claims: The settlement agreement releases any and all claims against Defendant which Class Members have or could have brought based on the events giving rise to this case.

What are my options?

You do not need to do anything to be part of the case. However, you can:

- **Send comments** about the settlement to the Court before the hearing. Please send your comments to the Court and include:
 - Case Name: *J.D. et al v. Mt. Diablo Unified School District*
 - Title of Document: Comment to Class Settlement
 - Your information: Name, Address, Telephone Number
- **Ask to speak in Court** at the hearing about the settlement. To do so, please send a letter to the Court and include:
 - Title of Document: Notice of Intention to Appear in *J.D. et al v. Mt. Diablo Unified School District*, Case No. 3:24-cv-00908-JD
 - Your information: Name, Address, Telephone Number, Signature

Please postmark any comments and/or request to speak to the Court by **[DATE]** and mail to:

United States District Judge James Donato
United States District Court – Northern District of California
San Francisco Courthouse, Courtroom 11, 19th Floor
450 Golden Gate Avenue, San Francisco, CA 94102