

**AGREEMENT CONCERNING TRAINING  
PROGRAM TO BE IMPLEMENTED  
BY LOS ANGELES UNIFIED SCHOOL DISTRICT**

As part of, and in partial consideration for the Settlement Agreement and Mutual Release (to which this Agreement Concerning Training Program (the “Agreement”) is attached and incorporated within) entered into by the parties in settlement of the lawsuit entitled *Ramirez, et al. v. Los Angeles Unified School District, et al*, Case No. CV04-8923 JFW (SSx). United States District Court for the Central District of California, Defendant Los Angeles Unified School District (“LAUSD” or “the District”) agrees as follows:

**I. Mandatory Staff Training Program**

A. LAUSD shall conduct mandatory training sessions for all administrators, teachers, full-time classified and non-classified staff, including but not limited to security guards, and certain individuals in the Music Program (Fred Martin, Lorenzo Johnson, and Reggie Candler) (collectively “Qualified Staff”) at Washington Preparatory High School (“Washington Prep”) in each of three successive academic years, commencing with the spring semester 2005. In this Agreement, the staff training for academic year 2004-2005—and, for academic year 2005-2006, for any staff who did not attend the training during the 2004-2005 academic year—shall be referred to as the “Initial Staff Trainings” and the trainings for academic years 2005-2006 and 2006-2007 shall be referred to as the “Follow-Up Trainings.”

B. *Initial Staff Training.*

1. The Initial Staff Training for academic year 2004-2005 consisted of offering staff, on three different occasions, a full day of not less than 6 hours of training on diversity, discrimination, and harassment that focused primarily on issues pertaining to actual or perceived sexual orientation and gender identity diversity, discrimination, and harassment. For academic year 2005-2006, Initial Staff Training shall be offered in two ways: First, staff will be offered, on one more occasion, a full day of not less than 6 hours of training on diversity, discrimination, and harassment that focused primarily on issues pertaining to actual or perceived sexual orientation and gender identity diversity, discrimination, and harassment. Second, any staff who fail to attend the offered full day of training and who failed to attend (or who were not employed at the school during) the full day of training during the 2004-2005 or the 2005-2006 school years will be required to attend a mandatory three-hour training session on a pupil-free day during the 2005-2006 school year. Any staff member who further fails to attend an Initial Staff Training, including failing to attend the mandatory three hour training session, shall be appropriately disciplined for violating District policy.

2. L.AUSD has retained the Anti-Defamation League (the "ADL") to prepare and implement all aspects of the Initial Staff Training. LAUSD has and shall continue to cooperate with ADL in conducting preparatory activities in advance of each Initial Staff Training session, including those sessions to take place during the 2005-

2006 school year. If at any time the ADL becomes unable to perform its responsibilities as provided herein, LAUSD will retain another trainer mutually agreed upon by the parties to perform the functions set out herein. In the event that the ADL is replaced by another trainer or trainers, all provisions that apply to the ADL in this Agreement shall apply equally to the replacement trainer or trainers.

3. The ratio of trainers to participants for the Initial Staff Training sessions shall be no higher than 1 to 40.

4. The goal of the Initial Staff Trainings is to increase safety, promote a safe learning environment, and prevent harassment and discrimination by increasing the cultural sensitivity of qualified staff with an emphasis on actual or perceived sexual orientation and gender identify. The ADL has and will have flexibility in designing and implementing the Initial Staff Trainings; however, the Initial Staff Trainings will include:

- i) an emphasis on issues pertaining to harassment and discrimination based on actual or perceived sexual orientation and gender identity; ii) exercises on how to address incidents of sexual orientation and gender identity harassment and discrimination; and

if possible, a presentation by students (preferably not from Washington Prep) who can talk about their own experiences witnessing or dealing with sexual orientation and gender identify discrimination or harassment in schools and the manner in which adults have responded to such behavior. The Initial Staff Trainings should also be designed

to address in an effective manner the particular racial, ethnic, cultural, and religious contexts of the students and staff of Washington Prep.

5. LAUSD has provided Plaintiffs with the training curriculum used by the ADL prior to the first Initial Staff Training session. With LAUSD's consent, Plaintiffs have consulted and may consult with the ADL directly about the content and curriculum of the Initial Staff Trainings.

6. LAUSD shall keep an attendance log of individual Qualified Staff who attended each of the Initial Staff Training sessions. The log shall identify the individual Staff who were present at the beginning of the Training session, and except for the first Initial Staff Training Session, who were present at the end of the Training session. LAUSD shall require any and all Staff who failed to attend their scheduled Training session, or whom the trainer(s) determined missed a significant portion of the Training session, to attend another Initial Staff Training session. Upon Plaintiffs' request, LAUSD shall provide to Plaintiffs a copy of any and all attendance log's and a list of the Qualified Staff who were scheduled, pursuant to this Agreement, to attend the Initial Staff Trainings.

7. LAUSD shall collect evaluations, intended to obtain information about the effectiveness of the training session, from the participants at the conclusion of each of the Initial Staff Training sessions. LAUSD shall inform the participants that completing the evaluation is mandatory. LAUSD will provide Plaintiffs with copies of

any and all of the completed evaluations, and any and all digests of the evaluation results.

8. No later than February 28, 2006, LAUSD shall conduct an anonymous written survey of all Qualified Staff. The purpose of the survey shall be to assess the Qualified Staffs' attitude towards, and knowledge of how to prevent, discrimination and harassment based on actual or perceived sexual orientation and gender identity. LAUSD shall obtain the approval of the Plaintiffs, which shall not be unreasonably withheld, of the content and form of the survey prior to the survey being conducted. Upon Plaintiffs' request, LAUSD will provide Plaintiffs with copies of any and all of the completed surveys, and any and all digests of the survey results.

9. LAUSD shall require attendance at an additional initial Staff Training session for any Qualified Staff member(s) whom--at LAUSD's discretion and on the basis of evaluation or survey responses or staff behavior or commentary--LAUSD deems to need further explanation or training pertaining to harassment and discrimination based on actual or perceived sexual orientation and gender identity. LAUSD also agrees that it shall consider Plaintiffs' recommendation that a particular Qualified Staff member be further trained.

10. While not a mandatory requirement of this Agreement, LAUSD will encourage principals and other administrators to brief or otherwise discuss the content of the Initial Staff Trainings with other LAUSD staff who are not required to attend the

Initial Staff Trainings but who have contact with students (such as clerical and support staff). LAUSD will not be required to document or report to Plaintiffs any efforts that it undertakes pursuant to this paragraph.

C. *The Follow-Up Trainings For Academic Years 2005-2006 and 2006-2007.*

1. The Follow-Up Trainings shall consist of a mandatory training of no less than fifty (50) minutes on diversity, discrimination, and harassment and shall be primarily focused on issues pertaining to actual or perceived sexual orientation and gender identity diversity, discrimination, and harassment.

2. LAUSD shall have the option of retaining the ADL or another outside trainer or of using LAUSD staff to conduct the Follow-Up Trainings. In selecting the trainer(s) for the Follow-Up Trainings, LAUSD shall consider the evaluation results of the Initial Staff Training and the surveys referred to in sections I.B.7., I.B.8., and II.A.11. of this Agreement and consult with Plaintiffs in order to select a trainer or trainers who will most effectively address any outstanding issues of discrimination and harassment based on actual or perceived sexual orientation and gender identity at Washington Prep. LAUSD will cooperate with the trainer(s) in conducting preparatory activities in advance of each Follow-Up Training session.

3. The ratio of trainers to participants for the Follow-Up Training sessions shall be no higher than 1 to 60.

4. The goal of the Follow-Up Trainings is to increase safety, promote a safe learning environment, and prevent harassment and discrimination on the basis of actual or perceived sexual orientation and gender identity. LAUSD will have flexibility in designing and implementing the Follow-Up Trainings; however, the Follow-Up Trainings will be focused primarily on issues pertaining to harassment and discrimination based on actual or perceived sexual orientation and gender identity and should include most or all of the following: (i) discussion of LAUSD policies and state and federal laws regarding harassment and discrimination based on sexual orientation and gender identity; (ii) discussion of the legal obligations of LAUSD employees regarding sexual orientation and gender identity harassment and discrimination; (iii) discussion of how participants handled incidents of sexual orientation and gender identity harassment and discrimination reported by students and staff during the previous year; (iv) discussion on how to develop a school site plan for prevention sexual orientation and gender identity harassment and discrimination; (v) discussion of community resources to aid victims of sexual orientation and gender identity harassment and discrimination; and (vi) time for questions and answers. The Follow-Up Trainings should also be designed to address in an effective manner the particular racial, ethnic, cultural, and religious contexts of the students and staff of Washington Prep.

5. LAUSD will provide Plaintiffs with the training curriculum to be used by the trainer(s) prior to the Follow-Up Training sessions. LAUSD agrees that Plaintiffs may speak to the trainer(s) directly about the content and curriculum of the Follow-Up Trainings.

6. LAUSD shall keep an attendance log of individual Qualified Staff who attended each of the Follow-Up Training sessions. The log shall identify the individual Staff who were present at the beginning of Training session and who were present at the end of the session. LAUSD shall require any and all Staff who failed to attend their scheduled Training session, or who the trainer(s) determined missed a significant portion of the Training session, to attend another Follow-Up Training session for that academic year. Upon Plaintiffs' request, LAUSD shall provide to Plaintiffs a copy of any and all attendance logs and a list of the Qualified Staff who were scheduled, pursuant to this Agreement, to attend the Follow-Up Trainings.

7. LAUSD shall collect evaluations, intended to obtain information about the effectiveness of the training session, from the participants at the conclusion of each of the Follow-Up Training sessions. LAUSD shall inform the participants that completing the evaluation is mandatory. Upon Plaintiffs' request, LAUSD will provide Plaintiffs with copies of any and all of the completed evaluations, and any and all digests of the evaluation results.

8. While not a mandatory requirement of this Agreement, LAUSD will



encourage principals and other administrators to brief or otherwise discuss the content of the Follow-Up Trainings with other LAUSD staff who are not required to attend the Initial Staff Trainings but who have contact with students (such as clerical and support staff). LAUSD will not be required to document or report to Plaintiffs any efforts that it undertakes pursuant to this paragraph.

## **II. Mandatory Student Training Program**

### **A. Scope Of The Mandatory Student Trainings at Washington Prep.**

1. During the academic year 2004-2005, LAUSD has provided two all-student training assemblies. The assembly for all students on tracks A and C has already occurred and a separate session has taken place consisting of an assembly for all students on track B. Both assemblies addressed topics specifically related to recognizing the impact of the effect of sexual orientation and gender identity harassment and discrimination on those being harassed and the overall school environment, the responsibility of each student to combat sexual orientation and gender identity harassment by conducting themselves in an appropriate manner, and the need for a safe school environment. The Reverend James Lawson participated in the first training assembly and the Reverend Norman Johnson participated in the second assembly.

2. In each of the academic years 2004-2005, 2005-2006, and 2006-2007, LAUSD will provide mandatory training sessions of approximately fifty (50)

minutes in length to Washington Prep students that focus exclusively on the subject of preventing harassment and discrimination on the basis of actual or perceived sexual orientation and gender identity (hereinafter referred to as the “Mandatory Student Trainings”). For the academic year 2004-2005, LAUSD shall provide Mandatory Student Trainings to all Washington Prep students in grades nine (9) through eleven (11). For the academic years 2005-2006 and 2006-2007, LAUSD shall provide Mandatory Student Trainings to all Washington Prep students in grade nine (9). For the 2004-2005 school year, LAUSD shall also provide Washington Prep students in grade twelve (12) the option of attending one of the Mandatory Student Training sessions, subject to reasonable scheduling and educational constraints.

3. LAUSD has retained the organization Gays and Lesbians Initiating Dialogue for Equality (“GLIDE”) to prepare and implement all aspects of the Mandatory Student Trainings for academic year 2004-2005. LAUSD has and will cooperate with GLIDE in conducting preparatory activities in advance of each Mandatory Student Training session. If at any time GLIDE becomes unable to perform its responsibilities as provided herein, LAUSD will retain another trainer mutually agreed upon by the parties to perform the functions set out herein. In the event that GLIDE is replaced by another trainer or trainers, all provisions that apply to GLIDE in this Agreement shall apply equally to the replacement trainer or trainers.

4. For the academic years 2005-2006 and 2006-2007, LAUSD shall have the option of retaining GLIDE or another outside trainer to conduct the Mandatory Student Trainings. In selecting the trainer(s) for the 2005-2006 and 2006-2007 Mandatory Student Trainings, LAUSD shall consider the evaluation results of the 2004-2005 Mandatory Student Training sessions and the surveys referred to in sections I.B.8. and II.A.11. of this Agreement and consult with Plaintiffs in order to select a trainer or trainers that will most effectively address any outstanding issues of discrimination and harassment based on actual or perceived sexual orientation and gender identity at Washington Prep. LAUSD will cooperate with the trainer(s) in conducting preparatory activities in advance of each Mandatory Student Training session.

5. Each Mandatory Student Training session shall not exceed approximately 40 participants.

6. The Mandatory Student Trainings will address topics specifically related to recognizing, responding to, and preventing sexual orientation and gender identity harassment and discrimination, and to school safety relating to prohibitions on sexual orientation and gender identity harassment and discrimination. The Mandatory Student Trainings should also be designed to address in an effective manner the particular racial, ethnic, cultural, and religious contexts of the students and staff of Washington Prep. The Mandatory Student Trainings shall also include information

about the complaint procedures for reporting harassment and discrimination. LAUSD agrees to make best efforts to select trainers who will reflect the racial and ethnic composition of the student body. In addition, for students who are monolingual Spanish speakers or who are primarily Spanish speakers, LAUSD agrees to provide the training in Spanish.

7. Plaintiffs and LAUSD agree that Mandatory Student Trainings will cover topics related to harassment, discrimination and school safety, and will not cover topics listed as requiring parental notification and/or opt in or opt out, including but not limited to the topics referenced in current Education Code Sections 51201 .5, 51550, 51554 or 51820 or in Chapter 5.6 of the Education Code (Sections 51930 to 51939). Accordingly, Plaintiffs and LAUSD agree that there will be no prior notification of the specific dates of the Mandatory Student Training sessions and that students and their parents or guardians will not be given the option of opting in or opting out of the Mandatory Student Training Program.

8. LAUSD will provide Plaintiffs with the training curriculum to be used by GLIDE. If another trainer is selected for future years, LAUSD will provide to Plaintiffs the training curriculum to be used by the other trainers prior to the Mandatory Student Training sessions. With LAUSD's consent, Plaintiffs have consulted and may consult with GLIDE and may consult with other trainer(s), if any, directly about the content and curriculum of the Mandatory Student Trainings.

9. LAUSD shall keep an attendance log of individual students who attended each of the Mandatory Student Training sessions. LAUSD shall make reasonable efforts to require any and all students who were required to be trained that academic year and who failed to attend their scheduled Training session to attend another Mandatory Student Training session. Upon Plaintiffs' request, LAUSD shall provide to Plaintiffs statistical information broken down by academic year showing the number of students who were scheduled, pursuant to this Agreement, to attend a Training session, and the number of such students who did not attend or receive a Training session.

10. LAUSD shall collect evaluations, intended to obtain information about the effectiveness of the training session, from the participants at the conclusion of each of the Mandatory Student Training sessions. LAUSD shall inform the participants that completing the evaluation is mandatory. Upon Plaintiffs' request, LAUSD will provide Plaintiffs with copies of any and all of the completed evaluations, and any and all digests of the evaluation results.

11. Once in the academic year 2005-2006 (and no later than February 28, 2006), once in the academic year 2006-2007 (and no later than February 28, 2007), and once in the academic year 2007-2008 (and no later than February 28, 2008), LAUSD shall conduct an anonymous written survey of all students who participated in and who were scheduled to participate in that academic year's training program. The

purpose of the survey shall be to assess the school safety climate with a primary focus on discrimination and harassment based on actual or perceived sexual orientation and gender identity. LAUSD shall obtain the approval of the Plaintiffs, which shall not be unreasonably withheld, of the content and form of the survey prior to the survey being conducted. Upon Plaintiffs' request, LAUSD will provide Plaintiffs with copies of any and all of the completed surveys, and any and all digests of the survey results.

12. Plaintiffs and LAUSD agree that the evaluations and anonymous surveys referenced in sections II.A.10. and II.A.11. of this Agreement will not cover topics requiring parental notification and/or opt in or opt out, including but not limited to the topics referenced in current Education Code Sections 51513 and 51938.

Accordingly, Plaintiffs and LAUSD agree that there will be no prior notification of the specific dates that the evaluations and surveys will be conducted and that students and their parents or guardians will not be given the option of opting in or opting out of the evaluations and surveys.

13. LAUSD shall conduct follow-up student trainings focused on harassment and discrimination based on actual or perceived sexual orientation and gender identity at Washington Prep if on the basis of evaluation or survey responses or student behavior or commentary, LAUSD deems that further student training is necessary. LAUSD also agrees that it shall consider Plaintiffs' recommendation that LAUSD conduct follow-up student trainings.

### **III. Mandatory Washington Prep Feeder School Mandatory Staff Training Program**

1. For the academic year 2005-2006, LAUSD shall conduct mandatory training sessions for all administrators, teachers and full-time classified staff (collectively "Qualified Feeder School Staff") at Bret Harte Middle School, Horace Mann Middle School, and Henry Clay Middle School (the "Feeder School Staff Trainings"). For the academic year 2006-2007, LAUSD shall conduct Feeder School Staff Trainings for any newly hired Qualified Feeder School Staff who did not attend any prior feeder school staff training session. The Feeder School Staff Trainings shall consist of a mandatory training of no less than fifty (50) minutes on diversity, discrimination, and harassment and shall primarily focus on issues pertaining to actual or perceived sexual orientation and gender identity diversity, discrimination, and harassment.
2. LAUSD shall have the option of retaining the ADL or another outside trainer or of using LAUSD staff to conduct the Feeder School Staff Trainings.
3. The ratio of trainers to participants for the Feeder School Staff Training sessions shall be no higher than 1 to 60.
4. The goal of the Feeder School Staff Trainings is to increase safety, promote a safe learning environment, and prevent harassment and discrimination on the basis of actual or perceived sexual orientation and gender identity. LAUSD will have flexibility in designing and implementing the Feeder School Staff Trainings;

however, the Feeder School Staff Trainings will be focused primarily on issues pertaining to harassment and discrimination based on actual or perceived sexual orientation and gender identity and should include most or all of the following: (i) discussion of LAUSD policies and state and federal laws regarding harassment and discrimination based on sexual orientation and gender identity; (ii) discussion of the legal obligations of LAUSD employees regarding sexual orientation and gender identity harassment and discrimination (iii) discussion of how participants handled incidents of sexual orientation and gender identity harassment and discrimination reported by students and staff during the previous year; (iv) discussion on how to develop a school site plan for prevention sexual orientation and gender identity harassment and discrimination; (v) discussion of community resources to aid victims of sexual orientation and gender identity harassment and discrimination; and (vi) time for questions and answers. The Feeder School Staff Trainings should also be designed to address in an effective manner the particular racial, ethnic, cultural, and religious contexts of the students and staff of the Feeder Schools.

5. LAUSD will provide Plaintiffs with the training curriculum to be used by the trainer(s) prior to the Feeder School Staff Training sessions. LAUSD agrees that Plaintiffs may speak to the trainer(s) directly about the content and curriculum of the Feeder School Staff Trainings.



6. LAUSD shall keep an attendance log of Qualified Feeder School Staff who attended each of the Feeder School Staff Training sessions. The log shall identify the individual staff who were present at the beginning and the end of the Training session. LAUSD shall require any and all Staff who failed to attend their scheduled Feeder School Staff Training session, or whom the trainer(s) determined missed a significant portion of the Feeder School Staff Training session, to attend another Follow-Up Training session for that academic year. Upon Plaintiffs' request, LAUSD shall provide to Plaintiffs a copy of any and all attendance logs and a list of the Qualified Middle School Staff who were scheduled, pursuant to this Agreement, to attend the Feeder School Staff Trainings.

7. LAUSD shall collect evaluations, intended to obtain information about the effectiveness of the training session, from the participants at the conclusion of each of the Follow-Up Training sessions. LAUSD shall inform the participants that completing the evaluation is mandatory. Upon Plaintiffs' request, LAUSD will provide Plaintiffs with copies of any and all of the completed evaluations, and any and all digests of the evaluation results.

8. While not a mandatory requirement of this Agreement, LAUSD will encourage principals and other administrators to brief or otherwise discuss the content of the Feeder School Staff Trainings with other LAUSD staff who are not required to attend the trainings but who have contact with students (such as clerical and support

staff). LAUSD will not be required to document or report to Plaintiffs any efforts that it undertakes pursuant to this paragraph.

#### **IV. Mandatory Washington Prep Feeder School Mandatory Student Training Program**

##### **A. *Scope Of the Mandatory Student Trainings at Washington Prep Feeder Schools.***

1. **For the academic year 2005-2006**, LAUSD will provide mandatory assembly training sessions of approximately fifty (50) minutes in length to all students at Bret Harte Middle School, Horace Mann Middle School, and Henry Clay Middle School (“Feeder School Students”) that focus exclusively on the subject of preventing harassment and discrimination on the basis of actual or perceived sexual orientation and gender identity (hereinafter referred to as the “Feeder School Mandatory Student Trainings.”). For the academic year 2006-2007, LAUSD shall provide feeder school mandatory assembly student trainings to all sixth grade feeder school students.

2. LAUSD shall retain the organization Gays and Lesbians Initiating for Equality (“GLIDE”) to prepare and implement all aspects of the Feeder School Mandatory Student Trainings. LAUSD will cooperate with GLIDE in conducting preparatory activities in advance of each Feeder School Mandatory Student Training session. If at any time GLIDE becomes unable to perform its responsibilities as provided herein, LAUSD will retain another trainer mutually agreed upon by the parties

to perform the functions set out herein. In the event that GLIDE is replaced by another trainer or trainers, all provisions that apply to GLIDE in this Agreement shall apply equally to the replacement trainer or trainers.

3. The Feeder School Mandatory Student Trainings will address topics specifically related to recognizing, responding to, and preventing sexual orientation and gender identity harassment and discrimination, and to school safety relating to prohibitions on sexual orientation and gender identity harassment and discrimination. The Feeder School Mandatory Trainings should also be designed to address in an effective manner the particular racial, ethnic, cultural, and religious contexts of the students and staff of that particular feeder school. The Feeder School Mandatory Student Trainings shall also include information about the complaint procedures for reporting harassment and discrimination. LAUSD agrees to make best efforts to select trainers who will reflect the racial and ethnic composition of the student body. LAUSD agrees to make reasonable efforts to ensure that at least one of the trainers at each training session speaks Spanish.

4. Plaintiffs and LAUSD agree that Feeder School Mandatory Student Trainings will cover topics related to harassment, discrimination, and school safety, and will not cover topics requiring parental notification and/or opt in or opt out, including but not limited to the topics referenced in current Education Code Sections 51201.5, 51550, 51554 or 51820 or in Chapter 5.6 of the Education Code (Sections 51930 to

51939). Accordingly, Plaintiffs and LAUSD agree that there will be no prior notification of the specific dates of the Feeder School Mandatory Student Training sessions and that students and their parents or guardians will not be given the option of opting in or opting out of the Feeder School Mandatory Student Training Program.

5. LAUSD will provide Plaintiffs with the training curriculum to be used by GLIDE prior to the Feeder School Mandatory Student Training sessions. LAUSD agrees that Plaintiffs may speak with GLIDE directly about the content and curriculum of the Feeder School Mandatory Student Trainings.

6. If the District determines, in its discretion, that such a training is necessary based on information derived from the training of ninth grade students attending Washington Prep, LAUSD will conduct Feeder School Mandatory Trainings for students in the seventh and eighth grades, in addition to the sixth grade students, in the 2006-2007 school year.

## **V. Curriculum**

LAUSD shall make available as a resource on its website curricula and other material that addresses lesbian, gay, bisexual, and transgender history and tolerance. LAUSD need not create new curricula or material but may offer curricula and material already developed and/or that are created by other entities or individuals.

## **VI. Complaints**

1. For the academic years 2005-2006 and 2006-2007, all complaints containing allegations of discrimination or harassment on the basis of actual or perceived sexual orientation at Washington Prep shall be copied to the Office of General Counsel and to the Educational Equity Office. LAUSD shall designate one person to be mutually agreed upon by LAUSD and the Plaintiffs to receive and handle all such complaints. With the consent of LAUSD, Plaintiffs may speak directly with the designee.

2. For the academic years 2005-2006 and 2006-2007, LAUSD shall provide to Plaintiffs statistical information showing the number of complaints containing allegations of discrimination or harassment on the basis of actual or perceived sexual orientation at Washington Prep and summaries of LAUSD's investigation and resolution of these incidents.

3. Within 90 days of the effective date of this Agreement, LAUSD, via the Educational Equity Office, shall create a brochure for students informing them of their rights with respect to sexual orientation and gender identity harassment and discrimination. That brochure may be combined with LAUSD's brochure(s) on sexual harassment and/or Title IX, so long as the title of the combined brochure(s) makes clear that sexual orientation harassment and discrimination is a subject of the brochure(s).

## **VII. Legal Compliance**

LAUSD agrees to comply with, and enforce, its existing nondiscrimination policies and practices, including, in particular, the following:

1. It is the policy of the Los Angeles Unified School District that students and adults in both schools and offices should treat all persons equally and respectfully and refrain from the willful or negligent use of slurs and other harassing verbal conduct against any person on the basis of actual or perceived sex (including sexual orientation or gender identity, pregnancy, childbirth or related medical condition); ethnicity (such as race, color, national origin and ancestry); religion (including religious accommodation); age; marital status; or any other basis protected by federal, state, local law, ordinance, or regulation.
2. The District prohibits, and will not tolerate, retaliation against anyone who files a complaint or who participates in a complaint investigation.
3. It is the policy of LAUSD that all persons, including students, have a right to privacy; this includes keeping a student's sexual orientation and transgender status private. Therefore, school personnel shall not disclose a student's sexual orientation or transgender status to others, including parents, and/or other school personnel, unless the need for disclosure is genuine, legitimate, and compelling.
4. The District prohibits, and will not tolerate, disciplining or taking any actions that have the impact of adversely affecting against any student or teacher or other employee for advocating tolerance for or respect for lesbian, gay, bisexual, or

transgender students or staff except to the extent that the advocacy is obscene, libelous, or slanderous and provided that the advocacy does not violate reasonable time, place, and manner restrictions. Notwithstanding the foregoing, nothing in this section is intended to expand the free speech rights of students, teachers, or administrators.

5. The District prohibits, and will not tolerate, disciplining or taking any actions that have the impact of adversely affecting against any student or teacher or other employee for distributing materials that advocate tolerance for or respect for lesbian, gay bisexual, or transgender students or staff, except to the extent that the distributed material is obscene, libelous, or slanderous and provided that the advocacy does not violate reasonable time, place, and manner restrictions. Notwithstanding the foregoing, nothing in this section is intended to expand the free speech rights of students, teachers, or administrators.

### **VIII. Miscellaneous**

1. This Agreement is effective immediately upon the date upon which it is executed by the last signatory Party to it and shall remain in effect until June 30, 2008.

2. Unless otherwise specified, any information to be provided to Plaintiffs by LAUSD in this Agreement must be provided by no later than 30 days from when a request for the information is received by LAUSD's Office of the General Counsel.

3. This Agreement does not constitute, nor shall it be construed as an admission of any liability or wrongdoing by any party.

4. The provisions, of this Agreement will be governed by the laws of the State of California.

5. Nothing in this Agreement will be construed to limit any party's right to enforce this Agreement according to its terms. If any court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of this Agreement.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

7. All documents or reports required to be submitted to Plaintiffs pursuant to this Agreement shall be addressed to: Christine P. Sun, ACLU Foundation of Southern California, 1616 Beverly Blvd., CA 90026.