

## SETTLEMENT RESOLUTION AGREEMENT

### RECITALS

1. On or about November 12, 2008, The California Women's Law Center and The Legal Aid Society-Employment Law Center sent a letter on behalf of Nick and Aletha Vassilakis and Debra Hotaling ("Claimants") to Torrance Unified School District ("TUSD") and various individuals at the district (collectively "Respondents") alleging inter alia, sex discrimination under Title IX of the Education Amendments of 1972 ("Title IX"), the United States and the California Constitutions, and state anti-discrimination laws. The letter alleged that the respondents have unlawfully failed to provide female students equal participation opportunities and equal treatment and benefits as compared to male students at West High School ("WHS").
2. Shortly thereafter, the parties agreed to begin negotiations in an effort to resolve their disputes. In connection with these negotiations, the parties retained the services of consultant Rosie Martinez to assess and evaluate certain matters and make recommendations. The parties now desire to memorialize the terms of the resolution of their dispute. It is understood that this Settlement Agreement and the promises contained herein does not constitute an admission of any liability or wrongdoing by Respondents, or by any person, party, or entity identified in this agreement.

### RELIEF

#### Equal Treatment and Benefits:

3. **Seasonal Locker Room.** - The claimants alleged that there was inequality between female and male athletes with respect to the use of Southwest Corner of the Main Gym Locker Room ("Seasonal Locker Room"). Respondents informed Claimants that the room is used by Football in the Fall, Wrestling in the Winter, and JV Softball in the Spring. Currently no other girls sports request or need the use of the Seasonal Locker Room. Respondents agreed that in the event a girls sports team requests the use of the

Seasonal Locker Room, Respondents will rotate the use of the room in an equitable manner. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, a report about whether the Seasonal Locker Room was allocated differently than prior school years.

4. **Weight/Fitness Rooms.** The claimants alleged that there was inequality between female and male athletes with respect to use of weight/fitness rooms as well as the equipment provided in each room. Ms. Martinez reviewed the weight/fitness rooms. The parties are satisfied with respect to the use and equipment of the weight/fitness rooms.
5. **Foul line and Dugouts.** The claimants alleged that there is insufficient distance between the foul line and the dugouts/fence on the Varsity softball field. Ms. Martinez evaluated the field and recommended that the field should be modified to meet the minimum standards of the National Federation of State High School Associations (25 feet between foul line and dugout). Ms. Martinez further recommended installation of foul polls on the softball field. Respondents agreed to make such modifications to meet the minimum standards by the start of the 2010 regular season of sport for girls softball.
6. **Scoreboard.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to the scoreboards provided. Ms. Martinez recommended purchasing an electronic scoreboard for girls softball. Respondents agreed to purchase a comparable electronic scoreboard for girls softball. The scoreboard will be installed by the start of the 2010 regular season of sport for girls softball.
7. **Bleachers.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to the quality and quantity of bleachers provided. Ms. Martinez reviewed the bleachers and recommended that the girls softball bleachers be inspected for safety hazards (paint, splinters, weak boards, wobbly benches and/or rodent infestation) and repaired. Respondents agreed to repair and renovate the bleachers to be used by girls softball. The bleachers will be completed by the start of the 2010 regular season of sport for girls softball.

8. **Outfield Fence.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to the outfield fence for the softball field. Respondents agreed to install a comparable temporary outfield fence at the girls varsity softball field at same time Respondents install the boys temporary baseball fence, including a comparable fence covering. During the period of time the boys and girls soccer season overlaps with a portion of the boys baseball and girls softball season, soccer shall not encroach on a greater percentage of the girls softball outfield area than percentage of the boys baseball outfield area. For example, if the girls' outfield is 50 square feet and the boys' outfield is 100 square feet and soccer encroaches on 10% of each field, the amount of field space encroached on for girls will be no more than 5 feet and for boys will be no more than 10 feet. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, the dates the outfield fences will be installed and report about how the fields were allocated and used for the prior school year and what, if any, changes will be made for the upcoming school year.
9. **Storage.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to available storage for the girls. Ms. Martinez reviewed the storage and recommended that both teams should be provided with sufficient storage. Respondents agreed that boys' baseball will have two (2) designated storage containers and girls' softball will have two (2) designated storage containers.
10. **Team Room.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to use of a team room. Ms. Martinez reviewed the team rooms and recommended that the softball team be provided with a facility comparable to that of the boys baseball team. Respondents agreed that a prefabricated building will be installed for the girls softball team as their team room with space provided for the coaches' offices comparable to the boys baseball team room and equipped in a comparable manner to the boys baseball team room. The girls' softball team room will be completed by the start of the 2010 regular season of sport for girls softball.

11. **Dugouts.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to dugouts. Ms. Martinez reviewed the dugouts and recommended that the softball dugouts be enclosed so that they provide protection from the elements and from spectator distractions. Respondents agreed that the girls' softball dugouts will be enclosed, a roof installed, and equipped in a comparable manner as the boys baseball dugouts, but will not include the addition of cinderblock dugouts for the girls' softball field. The dugouts will be completed by the start of the 2010 regular season of sport for girls softball.
12. **Batting Cages.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to batting cages. Ms. Martinez reviewed the batting cage and recommended that both teams have equal access to the batting cage. She further recommended that neither team should store machines in the batting cage. Respondents agreed to construct a batting cage for girl's softball. The batting cage will be installed by the start of the 2010 regular season of sport for girls softball.
13. **Field Maintenance.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to regular field maintenance. Ms. Martinez notes that the softball field's infield dirt is decomposed granite, and met minimum standards while the baseball infield dirt, red brick dust, was above standard. Ms. Martinez recommended that the fields have the same quality of dirt. The District disputes this finding. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, the dates for any field maintenance to the baseball and softball fields (including infield dirt improvements) to provide gender equity and maintain the softball field and baseball field in like manner year around and report how the fields were maintained for the prior school year and what, if any, changes will be made for the upcoming school year. Claimants and Respondents agreed that volunteers may be permitted to assist with maintenance so long as each program is provided with equal

access to maintenance equipment and so long as the school monitors volunteer donations for gender equity.

14. **JV Field.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to the JV field. Respondents agreed to provide a regulation JV softball field comparable to the boys JV baseball field which has been completed. Claimants agreed that the dugouts on the third base side can have temporary fencing so that the field can be used for other sports during the off-season.
15. **Trophies and Awards.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to funding for trophies and awards. Respondents agreed to develop a system for funding and awarding trophies and other awards that provides gender equity and agreed to monitor for gender equity. Respondents agreed to a practice whereby the girls softball team is provided the meaningful opportunity to have the same number of awards as the boys baseball team, including equitable style and size of trophies and/or awards. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, a list of awards and report about how the trophies/awards were allocated and awarded for the prior school year and what, if any, changes will be made for the upcoming school year.
16. **Uniforms.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to the quality of uniforms. The parties reviewed uniforms and discussed recommendations. Uniforms for both boys and girls have been replaced in 2008-2009 school year. Respondents agreed to develop a practice for uniform replacement that provides gender equity (same quality and quantity of uniform items, including spirit packs, and rotated on a comparable schedule). Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, a list of uniform items for boys baseball and girls softball and a list of what, if any, uniforms items (including spirit packs) were replaced or purchased during the prior school year and what, if any, uniforms will be replaced in the upcoming school year

17. **Coaches.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to the quality and number of coaches. Respondents agreed to assess current paid coaching staff with respect to: (a) Educational Background: degrees, certifications, emphasis in athletics, physical education, etc; (b) Athletic experience and level of competition; (c) Coaching Experience: previous coaching experience, level of teams coached, gender of teams coached, participation in coaching associations; (d) Availability to assist during any instructional Sixth Period; and (e) Fundraising experience. After the assessment is complete Respondents will take steps to add additional well-qualified coaches for girls softball as necessary. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, a summary of their assessment of coaching staff for the prior school year and what, if any, changes will be made for the upcoming school year.
18. **Coaches' Office.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to offices for coaches. Ms. Martinez reviewed the office space and recommended that softball coaches be provided with office space that is comparable to that provided to the baseball coaches. Respondents' agreed to resolve this matter per paragraph 10, Team Room.
19. **Post Holes.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to post holes in the outfield. Respondents agreed to remove these post holes, and this work has been completed.
20. **Shipping Container.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to the girls using a shipping container as a locker room. Respondents agreed and have prohibited use of the shipping container as a dressing room for girls softball.
21. **Concession Stand.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to access to the concession stand. Respondents agreed that each team (baseball and softball) will have a parent representative in charge of

recruiting, staffing, and purchasing for events. When softball plays, they will staff the stand and receive 100% of the proceeds. When baseball plays, they will staff the stand and receive 100% of the proceeds. If both teams are playing concurrently, and if both teams each staff the stand during a concurrent game, both teams will split the proceeds 50/50. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, a report of how the revenues were split and what, if any, changes will be made for the upcoming school year.

22. **Publicity.** The claimants alleged that there was inequality between girls and boys athletics with respect to publicity. Respondents agreed to provide comparable publicity including the marquee, yearbook, newspaper, bands, cheerleaders, programs, and assemblies.

23. **Fundraising.** The claimants alleged that there was inequality between girls softball and boys baseball with respect to fundraising opportunities. Respondents agreed to provide equal access to fundraising opportunities and to monitor such opportunities for gender equity. Respondents agreed to monitor expenditures by ASB Trust Fund for gender equity and assist the girls program in generating funds necessary to be comparable with the boys fundraising. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, (for the prior year), a list of the fundraisers held by girls softball and boys baseball and how the revenues were split and ASB Trust Fund revenues for baseball and softball and what ASB Trust Funds purchased and what, if any, changes will be made for the upcoming school year.

Equal Participation Opportunities:

24. The claimants alleged that there was inequality between girls and boys athletics with respect to the number of athletic participation opportunities afforded to girls, an allegation which is denied by Respondents. Respondents agreed to continue or implement the following practices to enhance athletic participation opportunities for girls:

(1) outreach to girls from middle school who might participate in athletics in compliance

with CIF rules; (2) assess developing female athletic interests in the community; (3) monitor tryout lists, cut lists and rosters to ensure that girls are receiving sufficient opportunities to compete and train and to add additional levels if the rosters are too large or if too many girls are being cut and/or to encourage girls who are being cut to try other sports; and (4) add additional sports and levels to existing girls sports programs where appropriate. Respondents agreed to provide to Claimants' counsel, on September 1, 2009 and September 1, 2010, a report about athletic participation opportunities for the prior school year and what, if any, changes will be made for the upcoming school year. A copy of which is attached hereto as **Attachment C** to this agreement.

Training and Policies:

25. For the 2009-2010 and 2010-2011 school year, Respondents shall provide a one (1) hour training to all head coaches, administrators and athletic directors about Title IX and gender equity in athletics. Respondents and Claimants shall agree upon a Title IX trainer and Claimants' counsel shall be afforded the opportunity to review and consult upon the training content. Respondents shall bear all costs for administering the training. Respondents shall report by the start of the 2010 regular season of sport for girls softball and the 2011 regular season of sport for girls softball to Claimant's counsel for 2009-2010 and 2010-2011 school year who (by name and position) was trained.
26. Respondents will post, on the District and West High School websites, within thirty (30) days of the date of execution of this agreement their commitment to Title IX including contact information for the District Title IX coordinator. Respondents' District website will include an expedited grievance procedure for West High School Title IX complaints. A copy of which is attached hereto as **Attachment B** to this agreement.

Monitoring:

27. The parties agree that respondents will post on the District and West High School websites for 2009-10 and 2010-11 school years (after providing the report to Claimant's



counsel) the completed reporting form. A blank copy of which is attached hereto as **Attachment A** to this agreement.

Non-Retaliation:

28. Respondents agree to not retaliate against any individual who raises concerns regarding gender equality in athletics. Respondents agree that for school years 2009-10 and 2010-11 they will ask all parents of athletes in the baseball/softball program to sign and/or abide by the CIF –Southern Section Code of Conduct. A copy of the form is attached hereto as **Attachment D** to this agreement.

29. Attorneys' Fees and Costs:

Respondents agree to compensate claimant's counsel for their reasonable attorneys' fees, costs and expenses in an amount of \$40,795.90 to be paid within thirty (30) business days of the date of this Agreement is full executed.

**RELEASES BY CLAIMANTS**

30. This General Release is intended to be a full and final compromise, release and settlement of all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating to the above described claim; and, as a further consideration and inducement for this Agreement. Claimants expressly waive the provisions of Section 1542 of the California Civil Code which reads as follows:

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

Claimants acknowledge that different or additional facts may be discovered in addition to what they now know or believe to be true with respect to the matters herein released, and that they agree that this General Release shall be and remain in effect in all respects as a complete and final release of the matters released, notwithstanding any different or additional facts.

In consideration for the relief provided in this Agreement, the adequacy of which is hereby acknowledged, Claimants on the effective date of the Agreement shall be deemed to discharge, release and shall have released the respondents, and their Board, councils, elected officials, trustees, officers, directors, employees, attorneys, agents and insurers, and their successors and assigns, (“Released Parties”) from any and all claims for injunctive, equitable, or declaratory relief that are the subject of, included within, and/or arise from this claim, including without limitation, all claims for sex discrimination under Title IX, the United States and California Constitutions, and state anti-discrimination laws relating to athletic participation opportunities and athletic treatment and benefits at WHS.

#### **JOINT PRESS RELEASE**

Within 30 days of the Execution of this Agreement the parties shall issue a joint press release.

#### **MISCELLANEOUS**

31. **Counterparts.** This Agreement 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.
32. **Interpretation.** This Agreement is the product of negotiation and joint drafting so that any ambiguity shall not be construed against any Party. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. 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.” Nothing in this Agreement shall be interpreted to relieve respondents of any of

their legal obligations to comply fully with any more stringent Federal and California nondiscrimination statute or any accompanying regulations.

33. **Authority to Bind.** The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind claimant and respondents and represent and warrant that this Agreement has been approved by claimants and the Torrance Unified School District Board of Education.
34. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other obligations, provisions or applications of this Agreement which can be given effect without the invalid obligations, provisions or applications.
35. **Integrated Agreement.** This 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.
36. **Enforceability.** This Agreement is binding upon the parties hereto, by and through their officials, agents, employees and successors. This Agreement is enforceable only by the parties and/ or CWLC & LAS-ELC. Prior to commencing any legal enforcement action, counsel shall provide written notice to counsel for the District of any perceived legal issues with sufficient particularity. Respondents will have 30 days to cure and correct any deficiencies prior to commencement of filing any litigation against Respondents. No person or entity is intended to be a third party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action.
37. **Notice.** Any notice, demand, or communication under this Agreement which any party chooses is required to give to any other party shall be in writing, and shall be deemed to have been received 72 hours after being sent in the United States mail via certified mail,

return receipt requested, with postage thereon fully prepaid, addressed to the attorneys 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:

If to Claimants:

California Women's Law Center  
Attention: Vicky L. Barker  
6300 Wilshire Blvd, Suite 980  
Los Angeles, CA 90048

The Legal Aid Society – Employment Law Center  
Attention: Elizabeth Kristen  
600 Harrison Street, Suite 120  
San Francisco, CA 94107

If to Respondent:

Parker & Covert LLP  
Attention: Spencer E. Covert  
17862 E. 17<sup>th</sup> Street  
East Building, Suite 204  
Tustin, CA 92780

For Claimants:

Parents

Dated: \_\_\_\_\_

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

Nick Vassilakis ("Claimant")

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

Debra Hotaling ("Claimant")

APPROVED AS TO FORM:  
The Legal Aid Society-  
Employment Law Center

Dated: \_\_\_\_\_

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

Elizabeth Kristen  
Attorneys for claimant

The California Women Law Center

Dated: \_\_\_\_\_

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

Vicky L. Barker  
Attorneys for Claimants

For Respondents:

Torrance Unified School District and  
Individual Respondents

Dated: \_\_\_\_\_

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

Superintendent and Secretary  
To the Board of Education  
Torrance Unified School District

APPROVED AS TO FORM:  
PARKER & COVERT LLP

Dated: \_\_\_\_\_

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

Spencer E. Covert  
Attorneys for Respondents

**Attachment A**

**ATTACHMENT A**  
**Reporting Form**

**Part I of II**

This form will be submitted to Claimants by the start of the 2010 regular season of sport for girls softball.

**1. Foul line and Dugouts.**

Respondents completed installation of foul polls on the softball field and made modifications to the field so that it meets the minimum standards of the National Federation of State High School Associations (25 feet between foul line and dugout) on \_\_\_\_\_ by \_\_\_\_\_ (person in charge) as per the settlement agreement Paragraph 5.

**2. Scoreboard.**

Respondents purchased and installed an electronic scoreboard for girls softball on \_\_\_\_\_ (date) as per the settlement agreement Paragraph 6.

**3. Bleachers.**

Respondents repaired and renovated the bleachers to be used by girls softball on \_\_\_\_\_ as per the settlement agreement Paragraph 7.

**4. Team Room.**

Respondents installed the prefabricated building for the girls softball team as their team room with space provided for the coaches' offices comparable to the boys baseball team room and equipped in a comparable manner to the boys baseball team room on \_\_\_\_\_ per the settlement agreement Paragraph 10.



**5. Dugouts.**

The Respondents installed the girls' softball dugouts that include the following: are enclosed, a roof installed, and equipped in a comparable manner as the boys baseball dugouts, but does not include the addition of cinderblock dugouts for the girls' softball field on \_\_\_\_\_ per the settlement agreement Paragraph 11.

**6. Batting Cages.**

The Respondents installed a batting cage for girl's softball on \_\_\_\_\_ per the settlement agreement Paragraph 12.

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

Torrance Unified School District

**ATTACHMENT A**  
**Reporting Form**

**Part II of II**

This form will be submitted to Claimants on September 1, 2009 and September 1, 2010 respectively.

**7. Southwest Corner of the Main Gym Locker Room (“Seasonal Locker Room”).**

For the \_\_\_\_\_ school year (i.e. 2008-2009 school year or 2009-2010 school year), Respondents report that \_\_\_\_\_ ( i.e. answer “no” or “name of the team that made the request”) girls sports team requested the use of the Seasonal Locker Room. The use of this room \_\_\_\_\_ (i.e. was/was not) allocated the same as in prior school years. If was not allocated the same as in prior school years, Respondent rotated the use of the Seasonal Locker Room as follows:

\_\_\_\_\_  
\_\_\_\_\_

per Paragraph 3 of the settlement agreement.

**8. Outfield Fence.**

For the \_\_\_\_\_ school year (i.e. applicable school year, 2008-2009 school year or 2009-2010 school year) girls softball season, Respondents installed a comparable temporary outfield fence at the girls varsity softball field on \_\_\_\_\_ (date) at same time Respondents installed the boys baseball fence, on \_\_\_\_\_ (date), including a comparable fence covering installed on \_\_\_\_\_ (date) for girls and \_\_\_\_\_ (date) for boys. During the period of time the boys and girls soccer season overlaps with a portion of the boys baseball and girls softball season, soccer did not encroach on a greater percentage of the girls softball outfield area than percentage of the boys baseball outfield area per Paragraph 8 of the settlement agreement.

**9. Field Maintenance.**

Respondents made the following improvements on \_\_\_\_\_ (date) to the boys baseball fields:

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Respondents made the following improvements on \_\_\_\_\_ (date) to the girls softball fields:

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Respondents permitted volunteers to assist with maintenance and provided equal access to maintenance equipment and monitored volunteer donations for gender equity per the settlement agreement Paragraph 13.

**10. Trophies and Awards.** Respondents provided \_\_\_\_\_ (total number of trophies for baseball and softball). Respondents funded \_\_\_\_\_ (number of trophies for boys) and \_\_\_\_\_ number of trophies for girls. Softball made a request for additional trophies for: \_\_\_\_\_.

Baseball made an additional request for awards and trophies for:

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Respondents provided and funded the following additional trophies and awards as follows: \_\_\_\_\_ per the settlement agreement Paragraph 15.

**11. Uniforms.**

Uniforms for both boys and girls have been replaced in 2008-2009 school year.

Respondents provide the following list of uniform items for boys baseball and girls

softball that were replaced or purchased for the \_\_\_\_\_ (i.e. 2008-2009 school year, or 2009-2010 school year) per the settlement agreement Paragraph 16:

Boys (includes items in spirit packs):

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Girls (includes items in spirit packs):

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The following is a list of items the Respondents will replace in the upcoming school year, if any:

For boys baseball: \_\_\_\_\_

For girls softball: \_\_\_\_\_

**12. Reporting.**

Respondents will post on the School Website on \_\_\_\_\_ (date) for \_\_\_\_\_ (school year, i.e. the 2008-09 or 2009-10 school year), following review by Claimant's counsel, this reporting form per Paragraph 27 of the settlement agreement.

**13. Concession Stand.**

Respondents report the following revenue in the combined amount of \$ \_\_\_\_\_ from the concession stand for the \_\_\_\_\_ (i.e. 2008-2009 school year or 2009-2010 school year.) for Baseball/Softball.

The revenues were split in the amount of \$ \_\_\_\_\_ for Baseball and \$ \_\_\_\_\_ for Softball.

The following changes if any, for the upcoming school year are: \_\_\_\_\_

\_\_\_\_\_ per paragraph 21 of the settlement agreement.

**14. Fundraising.**

Respondents provide the following list of the fundraisers held by girls softball and boys baseball for the \_\_\_\_\_ (i.e. 2008-2009 school year or 2009-2010 school year) per Paragraph 23 of the Settlement agreement:

Baseball Fundraisers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which generated the following revenue: \$ \_\_\_\_\_

Softball Fundraisers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which generated the following revenue: \$ \_\_\_\_\_

In addition, ASB Trust Fund revenues for baseball and softball were in the amount of \$ \_\_\_\_\_.

The ASB Trust Funds purchased the following with the revenues: \_\_\_\_\_  
\_\_\_\_\_

The following changes will be made for the upcoming school year:

\_\_\_\_\_  
(please list or state "None," if applicable.)

**15. Athletic Participation Opportunities.**

Respondents provide per Paragraph 24 of the settlement agreement:

For the \_\_\_\_\_ school year (i.e. 2008-2009 school year or 2009-2010 school year):

(A) a list of efforts made to outreach to girls from middle school (in compliance with CIF rules) who might participate in athletics occurred on the following dates \_\_\_\_\_ (date(s));

(B) Assessed developing female athletic interests in the community and the following list of what efforts were made to assess interest and what was included (i.e. surveyed girls to see what club sports they were playing; asked parks to see what sports are played in the community).: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(C) monitored tryout lists, cut lists and rosters to ensure that girls are receiving sufficient opportunities to compete and train and to add additional levels if the rosters are too large or if too many girls are being cut and/or to encourage girls who are being cut to try other sports including the following list of how many girls tried out for softball and how many were cut if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(D) added additional sports if any as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and added the following additional levels if any to existing girls sports programs: \_\_\_\_\_

\_\_\_\_\_

Respondents refer claimants to **Attachment C (Athletic Participation Survey)** of the settlement agreement, which is attached to this reporting form and incorporated by reference as "Attachment C."

**16. Training.** The following individuals (by name and job title) were trained by

\_\_\_\_\_ regarding Title IX and gender equity in athletics on

\_\_\_\_\_ (date):

(List of employees attached hereto.)

**17. Coaches.** The following is a summary of the assessment of coaching staff including (a)

Educational Background: degrees, certifications, emphasis in athletics, physical

education, etc; (b) Athletic experience and level of competition; (c) Coaching

Experience: previous coaching experience, level of teams coached, gender of teams

coached, participation in coaching associations; (d) Availability to assist during any

instructional Sixth Period; and (e) Fundraising experience.

Boys' Coaches:

Girls' Coaches:

The following are planned changes to coaching staff for the upcoming year.

**18. Complaints.** For the \_\_\_\_\_ school year (i.e. 2008-2009 school year or

2009-2010 school year), the following is a brief and general summary of the nature of

complaints that were made pursuant to the expedited complaint procedure within the

Baseball/Softball Program at West High School and the resolution provided (e.g.,

“request for time in weight room – District provided Coach with additional hour; request

for batting cage time on Mondays; District provided alternating times on Mondays for

one hour). This general summary is limited and excludes any identifying information of any of the parties involved or detailed explanation.

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Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

Torrance Unified School District



**Attachment B**

## Attachment B

### West High School Athletics Title IX Expedited Complaint Procedure

#### INTRODUCTION

This procedure will be used to address complaints in an expedited manner regarding complaints arising under Title IX that include each of the following:

- (1) Athletics; and
- (2) Involves complaint about any procedure or operation within the Athletic department, i.e. use of weight room, lack of batting cage time, lack of equipment, etc.

If the complaint does not fall under the foregoing areas, please refer to the Uniform Complaint Procedures outlined in the Student Handbook and on the District website at [www.tusd.org](http://www.tusd.org) under Board policies AR 1312.3(2) p.75.

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#### PROCEDURE

Student, Parent, Coach or Teacher may:

1. Report a complaint in writing to any of the following individuals: Coach, Athletic Director, or Principal.
2. The person receiving the complaint shall, within five (5) school days, notify the complainant in writing of the results of his/her investigation and action taken if any.
3. If the complainant is not satisfied with the resolution of his/her complaint, he/she may appeal the decision to the Title IX Coordinator who shall then independently:
  - review the complaint, investigation and resolution, and
  - affirm or modify the action accordingly.
4. The Title IX Coordinator shall conduct his/her review and resolution of the complaint within five (5) school days of receipt of the appeal.

**Attachment C**

Attachment C

WEST HIGH SCHOOL SUMMARY  
ATHLETICS PARTICIPATION SURVEY

ACADEMIC YEAR: \_\_\_\_\_

PUBLIC SCHOOL

<u>TOTAL STUDENT ENROLLMENT:</u>	BOYS	GIRLS
9 <sup>th</sup> Grade	_____	_____
10 <sup>th</sup> Grade	_____	_____
11 <sup>th</sup> Grade	_____	_____
12 <sup>th</sup> Grade	_____	_____
TOTAL:	_____	_____

INSTRUCTIONS:

1. Please provide figures for the total number of coaches across all levels in your entire athletic program. For example, if any individual coaches football in the fall and softball in the spring, please count him/her as two coaches. Additionally, please separate your coaches into on-campus and off-campus coaches.
2. "Boy Participants" and "Girl Participants" should be calculated based upon the maximum number of individuals who participated in the sport for any length of time during the 2008-09 school year.
3. "Boy Participants" and "Girl Participants" are representative of interscholastic athletics (NOT intramural or club.) **Count a student for every sport in which he/she participates.**
4. Please provide figures for any of the listed sports offered by your high school, regardless of whether it is sanctioned by the CIF (sports not CIF sanctioned noted with an (\*) asterisk).
5. If your high school includes only 10<sup>th</sup> through 12<sup>th</sup> grades, but 9<sup>th</sup> grade students participate on your high school's teams, please include their number in the participation figures.

MALE

FEMALE

Total number of on-campus PAID Coaches \_\_\_\_\_ Total number of on-campus PAID Coaches \_\_\_\_\_

Total number of off-campus PAID Coaches \_\_\_\_\_ Total number of off-campus PAID Coaches \_\_\_\_\_

Total number of Coaches in your School's Interscholastic Athletic Program \_\_\_\_\_

Total number of MALE Head Coaches coaching FEMALE athletic teams \_\_\_\_\_

Total number of FEMALE Head Coaches coaching MALE athletic teams \_\_\_\_\_

CIF APPROVED SPORT	Boy Participants					Girl Participants				
	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	TOTAL	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	TOTAL
Badminton										
Baseball										
Basketball										
Cross Country										
Field Hockey										
Football – 11 player										
Football – 8 player										
Golf										
Gymnastics										
Lacrosse										
Skiing – Alpine										
Skiing – Cross Country										
Snowboarding										
Soccer										
Softball										
Swimming & Diving										
Tennis										
Track & Field										
Volleyball										
Water Polo										
Wrestling										

NON APPROVED SPORT	Boy Participants					Girl Participants				
	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	TOTAL	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	TOTAL
Archery*										
Bowling*										
Crew*										
Decathlon*										
Equestrian*										
Fencing*										
Ice Hockey*										
Rodeo*										
Rugby*										
Surfing*										
Weightlifting*										
NON APPROVED SPORT	Boy Participants					Girl Participants				
	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	TOTAL	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	TOTAL
Adapted Bowling*										
Adapted Soccer*										
Adapted Softball*										
Other 1*										
Other 2*										

**Attachment D**

## Pursuing Victory With Honor\*

### Code of Conduct for Parents/Guardians

Athletic competition of interscholastic age children should be fun and should also be a significant part of a sound educational program. Everyone involved in sports programs has a duty to assure that their programs impart important life skills and promote the development of good character. Essential elements of character building are embodied in the concept of sportsmanship and six core ethical values: trustworthiness, respect, responsibility, fairness, caring, and good citizenship (the "Six Pillars of Character"<sup>SM</sup>). The highest potential of sports is achieved when all involved consciously Teach, Enforce, Advocate and Model (T.E.A.M.) these values and are committed to the ideal of pursuing victory with honor. Parents/guardians of student-athletes can and should play an important role and their good-faith efforts to honor the words and spirit of this Code can dramatically improve the quality of a child's sports experience.

#### TRUSTWORTHINESS

- *Trustworthiness* — Be worthy of trust in all you do.
- *Integrity* — Live up to high ideals of ethics and sportsmanship and encourage players to pursue victory with honor. Do what's right even when it's unpopular or personally costly.
- *Honesty* — Live honorably. Don't lie, cheat, steal or engage in any other dishonest conduct.
- *Reliability* — Fulfill commitments. Do what you say you will do.
- *Loyalty* — Be loyal to the school and team; Put the interests of the team above your child's personal glory.

#### RESPECT

- *Respect* — Treat all people with respect at all times and require the same of your student-athletes.
- *Class* — Teach your child to live and play with class and be a good sport. He/she should be gracious in victory and accept defeat with dignity, compliment extraordinary performance, and show sincere respect in pre- and post-game rituals.
- *Disrespectful Conduct* — Don't engage in disrespectful conduct of any sort including profanity, obscene gestures, offensive remarks of a sexual nature, trash-talking, taunting, boastful celebrations, or other actions that demean individuals or the sport.
- *Respect for Officials* — Treat game officials with respect. Don't complain or argue about calls or decisions during or after an athletic event.

#### RESPONSIBILITY

- *Importance of Education* — Support the concept of "being a student first." Commit your child to earning a diploma and getting the best possible education. Be honest with your child about the likelihood of getting an athletic scholarship or playing on a professional level. Reinforce the notion that many universities will not recruit student-athletes who do not have a serious commitment to their education. Be the lead contact for college and university coaches in the recruiting process.
- *Role Modeling* — Remember, participation in sports is a privilege, not a right. Parents/guardians too should represent the school, coach and teammates

with honor, on and off the court/field. Consistently exhibit good character and conduct yourself as a positive role model.

- *Self-Control* — Exercise self-control. Don't fight or show excessive displays of anger or frustration.
- *Healthy Lifestyle* — Promote to your child the avoidance of all illegal or unhealthy substances including alcohol, tobacco, drugs and some over-the-counter nutritional supplements, as well as of unhealthy techniques to gain, lose or maintain weight.
- *Integrity of the Game* — Protect the integrity of the game. Don't gamble or associate with gamblers.
- *Sexual Conduct* — Sexual or romantic contact of any sort between students and adults involved with interscholastic athletics is improper and strictly forbidden. Report misconduct to the proper authorities.

#### FAIRNESS

- *Fairness and Openness* — Live up to high standards of fair play. Be open-minded, always willing to listen and learn.

#### CARING

- *Caring Environment* — Consistently demonstrate concern for student-athletes as individuals and encourage them to look out for one another and think and act as a team.

#### CITIZENSHIP

- *Spirit of the Rules* — Honor the spirit and the letter of rules. Teach your children to avoid temptations to gain competitive advantage through improper gamesmanship techniques that violate the highest traditions of sportsmanship.

*I have read and understand the requirements of this Code of Conduct and acknowledge that I may be disciplined if I violate any of its provisions.*

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\*Our athletic program subscribes to the Pursuing Victory With Honor Arizona Sports Summit Accord. "Pursuing Victory With Honor" and the "Six Pillars of Character" are service marks of the CHARACTER COUNTS! Coalition, a project of the Josephson Institute of Ethics. Reproduced with Permission by the CIP

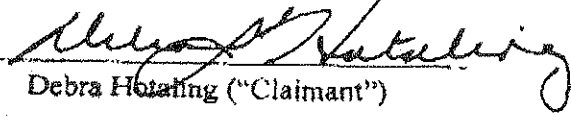


For Claimants:

Dated: 7/16/09

Parents

By:   
Nick Vassilakis ("Claimant")

By:   
Debra Hotelling ("Claimant")

APPROVED AS TO FORM:  
The Legal Aid Society-  
Employment Law Center

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Elizabeth Kristen  
Attorneys for claimant

The California Women Law Center

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Vicky L. Barker  
Attorneys for Claimants

For Respondents:

Torrance Unified School District and  
Individual Respondents

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent and Secretary  
To the Board of Education  
Torrance Unified School District

For Claimants:

Parents

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Nick Vassilakis ("Claimant")

By: \_\_\_\_\_  
Debra Hotaling ("Claimant")

APPROVED AS TO FORM:  
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Torrance Unified School District

For Claimants:

Parents

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

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APPROVED AS TO FORM:  
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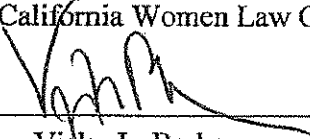
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Elizabeth Kristen  
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The California Women Law Center

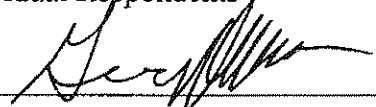
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Vicky L. Barker  
Attorneys for Claimants

For Respondents:

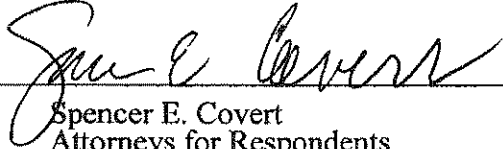
Torrance Unified School District and  
Individual Respondents

Dated: 7.27.09

By:  \_\_\_\_\_  
Superintendent and Secretary  
To the Board of Education  
Torrance Unified School District

APPROVED AS TO FORM:  
PARKER & COVERT LLP

Dated: 7.27.09

By:   
Spencer E. Covert  
Attorneys for Respondents