

AGREEMENT CONCERNING TRAINING
PROGRAM AND POLICY CHANGES TO BE IMPLEMENTED
BY MORGAN HILL UNIFIED SCHOOL DISTRICT
("Agreement Re Training Program and Policy Changes")

As part of, and in partial consideration for, the Settlement Agreement and Mutual Release (to which this Agreement Re Training Program and Policy Changes is attached and incorporated within) entered into by the parties in settlement of the lawsuit entitled *Flores v. Morgan Hill Unified School District*, Case No. C 98-20358 JW (PVT)), United States District Court for the Northern District of California, Defendant Morgan Hill Unified School District ("MHUSD") agrees as follows:

I. Mandatory Staff Training Program

A. *Retention Of Mutually Agreed Upon Outside Trainer.* Within thirty (30) calendar days of the effective date of the Agreement and Mutual Release of which this Agreement re Training Program and Policy Changes is a part, MHUSD will retain an organization or individual mutually agreed upon by the parties ("the trainer") whose duties will be to prepare and implement all aspects of the mandatory staff training programs for administrators, teachers, and certain other staff and employees within the MHUSD for the school years 2003-2004, 2004-2005, 2005-2006, and 2006-2007, as more fully described below. The trainer so-selected will be responsible for coordinating the trainings, including the selection of any additional personnel needed to carry out the trainings. If at any time the trainer becomes unable to perform its responsibilities as provided herein, MHUSD will retain another trainer mutually agreed upon by the parties to perform the functions set out herein.

B. *Qualified Staff.* This Mandatory Staff Training Program will be mandatory for all MHUSD administrators and certificated employees, and for all non-certificated staff or other employees who are responsible for monitoring student behavior (collectively referred to in this Agreement re Training Program and Policy Changes as "Qualified Staff"). The term "Qualified Staff" shall also include school custodians.

C. *Mandatory Initial Staff Trainings.*

1. The trainer will prepare, implement, and conduct mandatory initial staff trainings (“Initial Staff Trainings”) at all MHUSD schools (including elementary schools, middle schools, high schools, and continuation schools), as follows:

- For 2003-2004: all MHUSD administrators;
- For 2004-2005: all other Qualified Staff, including any and all MHUSD administrators who did not attend the prior 2003-2004 Initial Staff Training;
- For 2005-2006: all Qualified Staff who have not attended a prior Initial Staff Training;
- For 2006-2007: all Qualified Staff who have not attended a prior Initial Staff Training.

2. With the exception of Initial Staff Training sessions for administrators, each Initial Staff Training session will last three hours. The Initial Staff Training session for administrators will last three and one half (3 ½) hours, so that approximately one hour of that training can be devoted to providing administrators with skills to be used in providing guidance to other staff and employees concerning the recognition, investigation, and prevention of sexual orientation or gender identity harassment or discrimination. The ratio of trainers to participants shall be no higher than approximately 1:40. The content of the Initial Staff Training Program is set forth in ¶ I.F., below. Each Qualified Staff member is required to attend only one Initial Staff Training session. The MHUSD will cooperate with the trainer in conducting preparatory activities in advance of each Initial Staff Training.

3. While not a mandatory requirement of this Agreement re Training Program and Policy Changes, the MHUSD and the trainer will encourage principals and other administrators to brief or otherwise discuss the content of the Initial Staff Trainings with other MHUSD staff who are not required to attend the Initial Staff Trainings but who have contact with students (such as clerical and support staff). The MHUSD will not be required to document or report to Plaintiffs any efforts that it undertakes pursuant to this paragraph.

D. *Follow-Up Training For MHUSD Administrators*

1. For the school years 2005-2006 and 2006-2007, the trainer will prepare, implement, and conduct mandatory follow-up training sessions (“Follow-Up Training”) to be attended by a MHUSD administrator from each school who has already received an Initial Staff Training. (*see* Section E, *infra*). In addition, all Compliance Coordinators (*see* Section IV, *infra*), school resource officers, campus monitors/campus supervisors, custodians, and bus drivers shall attend Follow-up Trainings.

2. Each Follow-Up Training session will last three and one half (3 ½) hours. The MHUSD will cooperate with the trainer in conducting preparatory activities in advance of the Follow-Up Trainings.

E. *Additional Mandatory Staff Trainings of Other Qualified Staff by MHUSD Administrators (“Additional Staff Trainings”)*. Beginning no later than 30 days following completion of the 2003-2004 initial staff training for administrators, and continuing through at least the 2006-2007 school year, the person designated from each MHUSD school to attend the Mandatory Follow-up Trainings referred to in ¶ I.D., above, shall take the following actions:

1. Make school safety/school environment, including the issue of sexual orientation and gender identity harassment or discrimination, a regular agenda item to be discussed at each bi-monthly staff meeting held at each school; and

2. At the beginning of each semester, review with teachers and other staff all MHUSD policies and procedures regarding the reporting, prevention of, and responses to incidents of sexual orientation or gender identity harassment or discrimination. Site administrators shall devote at least one hour to each review session each semester, attendance at which shall be mandatory.

F. *Content Of The Mandatory Staff Training Program.*

1. The goal of the Initial Staff Trainings, the Follow-Up Trainings for Administrators, and the Additional Training by Administrators of Other Qualified Staff 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. The trainer will have

flexibility in designing and implementing the Initial Staff Trainings; however, the Initial Staff Trainings will be focused exclusively on issues pertaining to harassment and discrimination based on sexual orientation or gender identity and should include most or all of the following: (i) a discussion of terminology to be used in the training; (ii) use of appropriate audio-visual and written materials; (iii) small-group discussions and exercises on how to investigate, report, and remedy incidents of harassment and discrimination; (iv) a panel presentation by students who can talk about their own experiences witnessing or dealing with such discrimination or harassment in schools and the manner in which adults have responded to such behavior; (v) discussion of MHUSD policies and state and federal laws regarding harassment and discrimination based on sexual orientation or gender identity; (vi) discussion of the legal obligations of MHUSD employees; (vii) discussion on how to develop a school site plan for preventing harassment and discrimination; (viii) discussion of community resources to aid victims of harassment and discrimination; and (ix) time for questions and answers. In addition, the Initial Staff Trainings for Administrators shall include training designed to provide administrators with skills to be used in providing guidance to other staff and employees concerning the recognition, investigation, and prevention of sexual orientation or gender identity harassment or discrimination.

2. The trainer will have similar flexibility in designing and implementing the Follow-Up Trainings for Administrators. The Follow-Up Trainings will focus exclusively on issues pertaining to sexual orientation/gender identity harassment and discrimination and should include most or all of the following: (i) a discussion of the climate at MHUSD schools as regards issues of sexual orientation/gender identity harassment and discrimination; (ii) a discussion of how Qualified Staff have handled incidents of sexual orientation/gender identity harassment and discrimination reported by students or others during the previous year; (iii) a discussion of common problems arising in addressing issues of sexual orientation/gender identity harassment and discrimination; and (iv) the development of site-specific strategies for preventing such incidents.

3. The trainer will also have flexibility in assisting MHUSD Administrators

in designing and implementing the Additional Staff Trainings. The Additional Staff Trainings will focus exclusively on issues pertaining to sexual orientation/gender identity harassment and discrimination and shall provide an opportunity for those participating to discuss and ask questions about (i) the climate at MHUSD schools as regards issues of sexual orientation/gender identity harassment and discrimination; (ii) how they have handled incidents of sexual orientation/gender identity harassment and discrimination reported by students or others during the previous year; (iii) common problems arising in addressing issues of sexual orientation/gender identity harassment and discrimination; and (iv) the development of site-specific strategies for preventing such incidents.

4. Prior to the first trainings, the MHUSD Board of Education will be provided with materials to be used and the content of the Initial Staff Trainings, the Follow-Up Trainings, and the Additional Staff Trainings for its approval with the understanding that the Board will not unreasonably withhold its consent to materials and content that comport with the description above.

II. Mandatory Student Training Program

A. *Scope Of The Mandatory Student Trainings In MHUSD High Schools.*

1. In each of the school years 2004-2005 and 2005-2006, MHUSD will provide one training session of approximately fifty (50) minutes in length to all students in grade nine (9) that focuses exclusively on the subject of preventing harassment and discrimination on the basis of actual or perceived sexual orientation or gender identity (hereinafter referred to as the "Mandatory Student Trainings"). The Mandatory Student Trainings will be conducted in courses in which the MHUSD already addresses other forms of harassment and discrimination, or otherwise addresses school safety issues.

2. These Mandatory Student Trainings shall be conducted in MHUSD schools by students in a peer-to-peer format. The MHUSD shall retain a trainer to be mutually agreed-upon by the parties (the "Outside Trainer") to oversee the implementation of the Mandatory Student Training Program as provided herein. The Outside Trainer will attempt to integrate the Mandatory Student Training Program into any already existing MHUSD peer

education and counseling programs. If at any time the Outside Trainer becomes unable to perform its responsibilities as provided herein, MHUSD will retain another Outside Trainer mutually agreed upon by the parties to perform the functions set out herein.

3. For the school years 2004-2005 and 2005-2006, MHUSD will contract with the Outside Trainer for designing and implementing the Mandatory Student Training program in MHUSD schools, including training the peer trainers and preparing MHUSD teachers for integrating the Mandatory Student Training Program into its curriculum by the 2006-2007 school year.

4. For the 2006-2007 and 2007-2008 school years, the MHUSD shall implement the Mandatory Student Training Program into its high school curriculum, but shall not be obligated to use the Outside Trainer for providing any services.

5. Notwithstanding Paragraphs II.A.2-II.A.4 above, if as part of implementing the peer-to-peer aspects of the Mandatory Student Trainings prior to the 2006-2007 school year, the MHUSD and the Outside Trainer both agree that it is more efficient to have teachers integrate some or all of the curriculum for the Mandatory Student Trainings into the already-existing MHUSD high school curriculum, the Outside Trainer and the MHUSD will cooperate and agree upon a method for implementing teacher-conducted trainings as part of the Mandatory Student Trainings. If the Outside Trainer determines that such Mandatory Student Trainings have been successfully integrated into the MHUSD curriculum, the MHUSD will be relieved of its obligation to continue to retain the Outside Trainer to provide student training-related services, and such determination shall not be unreasonably withheld.

B. *Scope Of The Mandatory Student Trainings In MHUSD Middle Schools*

1. In each of the school years 2004-2005 through at least the 2007-2008 school year, MHUSD will provide one training session of approximately fifty (50) minutes in length to all students in grade seven (7) that focuses exclusively on the subject of preventing harassment and discrimination on the basis of actual or perceived sexual orientation or gender identity (hereinafter referred to as the “Mandatory Student Trainings”).

2. MHUSD will contract with the Outside Trainer referred to in ¶ II.A.,

above, or with some other outside trainer to be mutually agreed upon by the parties, to work with MHUSD in designing and implementing the Mandatory Student Training program in MHUSD middle schools, including preparing MHUSD teachers for integrating the Mandatory Student Training Program into the middle school curriculum. MHUSD shall not be obligated to use the Outside Trainer for providing any services in connection with the middle school Mandatory Student Trainings after the 2004-2005 school year.

C. *Content of the Mandatory Student Trainings in MHUSD High Schools and Middle Schools.*

1. 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, including a review of school policies, including disciplinary policies, relating to prohibitions on sexual orientation and gender identity harassment and discrimination. The Outside Trainer will provide the MHUSD Board of Education, or any committee it may designate that regularly reviews school safety or anti-discrimination matters, with materials to be used in the student trainings for approval with the understanding that the MHUSD Board of Education will not unreasonably withhold its consent to materials that comport with the general requirements discussed in this Agreement re Training Program and Policy Changes.

2. Plaintiffs and Defendants 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 in current Education Code Sections 51201.5, 51550, 51554 or 51820 or in Chapter 5.6 of the Education Code (Sections 51930 to 51939), to become effective January 1, 2004.

3. For those students who transfer into MHUSD schools in the eighth, tenth, eleventh, or twelfth grades, MHUSD shall include in the orientation packet provided to such students a separate document explaining the District's policies and procedures concerning sexual orientation and gender identity harassment or discrimination. This document shall include an explanation of the complaint procedures for reporting harassment and discrimination based on

sexual orientation and gender identity; how investigations involving allegations of such harassment and discrimination are to be conducted by the MHUSD; what MHUSD resources are available for victims of such harassment and discrimination, including the existence of and the role of Compliance Coordinators (*see* Section IV, *infra*); and what remedies or responses the MHUSD makes available for victims of such harassment and discrimination. This document shall explain that any student who experiences harassment or discrimination based on sexual orientation or gender identity (and any student who witnesses such harassment or discrimination) may report that discrimination or harassment to the school Compliance Coordinator or to any other MHUSD employee.

III. MHUSD Policies

A. *Revisions Of Policies And Handbooks.* No later than the first day of the Fall 2004 semester and continuing throughout the duration of this Agreement re Training Program and Policy Changes, MHUSD policies and student handbooks shall be revised if necessary so that they expressly state in a conspicuous manner that harassment and discrimination based on sexual orientation and gender, which includes perceptions of a person's identity, appearance or behavior, is expressly prohibited under MHUSD policies and state law. *See* Education Code Section 220 and Penal Code Sections 422.6 and 422.76. Sexual orientation/gender identity harassment shall be treated as a separate category of prohibited conduct and shall not be referred to or treated as a subset of sexual harassment.

B. *Description Of Complaint Resolution Procedures.* No later than the first day of the Fall 2004 semester and continuing throughout the duration of this Agreement re Training Program and Policy Changes, MHUSD policies and student handbooks shall be revised if necessary so that they clearly explain the complaint procedures for reporting harassment and discrimination based on sexual orientation and gender identity; how investigations involving allegations of such harassment and discrimination are to be conducted by the MHUSD; what MHUSD and outside resources are available for victims of such harassment and discrimination, including the existence of and the role of Compliance Coordinators (*see* Section IV, *infra*); and what remedies or responses the MHUSD makes available for victims of such harassment and

discrimination. These policies shall state that any student who experiences harassment or discrimination based on sexual orientation or gender identity (and any student who witnesses such harassment or discrimination) may report that discrimination or harassment to the school Compliance Coordinator or to any other MHUSD employee. These policies shall further state that any teacher, counselor, yard duty or campus monitor, school resource or safety officer, or administrator who witnesses a student being harassed on the basis of actual or perceived sexual orientation or gender identity or who receives a written or oral report of such harassment, either from the victim or from some other person, is expected to immediately report such incidents to the Compliance Coordinator who shall be responsible for the response to and the investigation of all incidents of harassment or discrimination based on sexual orientation or gender identity and taking corrective action if warranted.

IV. Compliance Coordinators

A. Selection Of Compliance Coordinators.

1. No later than thirty (30) days after the Initial Staff Trainings are conducted for the school year 2003-2004, the MHUSD will designate at least one administrator, faculty, or staff member to serve as a “Compliance Coordinator” at each MHUSD school. The Compliance Coordinator must have attended an Initial Staff Training session prior to being designated to serve in that capacity. The MHUSD may call the Compliance Coordinators “school safety counselors” or another title of its choice.

2. At the Initial Staff Trainings, the Trainers shall inform the Compliance Coordinators of their role as resources for students, and while the Compliance Coordinators need not receive any supplementary training to prepare them for their role, other than as provided for in this Agreement re Training Program and Policy Changes, the MHUSD must ensure that they are familiar with (i) how to investigate and remedy allegations of sexual orientation harassment or discrimination, (ii) how to track, record, and report such incidents or complaints, and (iii) how to advise or work with other staff concerning incidents of harassment or discrimination.

3. Each MHUSD school shall have a designated Compliance Coordinator throughout the entire duration of this Agreement re Training Program and Policy Changes. If

any MHUSD middle school, high school, and continuation school does not have the required Compliance Coordinator (whether through staff attrition, resignation of Compliance Coordinators, or for other reasons), the principal for that school must within thirty (30) calendar days select a new Compliance Coordinator whom he or she reasonably believes will have sensitivity to lesbian and gay students and who has attended an Initial Staff Training session prior to being designated to serve in that capacity. While any newly chosen Compliance Coordinators need not receive any supplementary training other than as provided for in this Agreement re Training Program and Policy Changes, MHUSD principals must ensure that any new Compliance Coordinators are familiar with (i) how to investigate and remedy allegations of sexual orientation harassment or discrimination, (ii) how to track, record, and report such incidents or complaints, and (iii) how to advise or work with other staff concerning incidents of harassment or discrimination.

B. *Duties of Compliance Coordinators.* Compliance Coordinators are individuals who are identified as resources for MHUSD students who feel that they may have suffered harassment or discrimination based on sexual orientation or gender identity, and who are available at each school for monitoring and recording allegations of harassment or discrimination on the basis of actual or perceived sexual orientation or gender identity. The Compliance Coordinator will bear ultimate responsibility at each site for the receipt and investigation of complaints of sexual orientation/gender identity-based harassment or discrimination and for taking corrective action where necessary. The Compliance Coordinator will independently investigate and respond to all complaints of such harassment to determine whether school rules or MHUSD policies were violated, regardless of whether the police are also conducting an investigation and regardless of the outcome of any such police investigation. Upon receipt of a written request by a police agency that is conducting its own investigation of the incident, the Compliance Counselor may delay the school's investigation of and response to the incident until the police agency has completed its investigation.

C. *Publicly Identifying Compliance Coordinators For Parents, Students, and MHUSD Employees.*

1. By no later than the Fall 2004 semester, all parents, students, and MHUSD employees shall be informed of the existence, role, and identity of Compliance Coordinators through student handbooks or other guides.

2. By no later than the first day of the second semester of the 2003-2004 school year, the existence, role, and identity of the Compliance Coordinators shall be posted in at least one prominent location accessible to both students and staff in each MHUSD school. In addition, by no later than the first day of the second semester of the 2003-2004 school year, the MHUSD website and any websites for individual MHUSD schools shall, at a minimum, describe the existence and role of the Compliance Coordinators and shall instruct students and parents that they should check with principals or other administrators at their school for the identity of site-specific Compliance Coordinators.

V. Systems For Reporting Incidents Of Harassment And Discrimination

A. Incident Reports.

1. For the duration of this Agreement re Training Program and Policy Changes, the MHUSD shall maintain a written record (hereinafter referred to as an “Incident Report”) of the following verbal or written complaints made to MHUSD agents and employees of harassment of or discrimination against students on the basis of actual or perceived sexual orientation or gender identity: (i) each and every complaint of physical harassment whether reported by a student complainant or person who witnessed or learned of such harassment; (ii) each and every complaint of verbal harassment or discrimination reported by a student complainant; and (iii) two or more incidents of verbal harassment or discrimination reported by witnesses or persons who learned of such harassment secondhand.

2. Each Incident Report shall, at a minimum, include (i) the name of the person making the allegation, and, if different, the name of the alleged victim; (ii) the nature of the allegation and the date of alleged incident; (iii) the names of all persons alleged to have committed violations, if known; (iv) the names of all persons believed to have relevant information about the incident; (v) the statements of the complainant, the victim (if different from the complainant), the alleged perpetrator (if known), and any witnesses; (vi) the outcome of

the investigation; (vii) any action taken by the MHUSD; and (viii) attached copies of any documents supplied to the MHUSD or created during the investigation or complaint process. The Incident Report shall be completed no later than fifteen (15) school days after the date upon which the complaint is first made.

B. *Computerized Reporting.* For its convenience, the MHUSD may use its District-wide computer system for tracking some or all of the information in the Incident Reports relating to incidents of harassment or discrimination and the MHUSD's response to them at any or all school sites. MHUSD will ensure that any computerized records are appropriately stored and maintained so that any information that is stored solely in electronic form may be provided to Plaintiffs in the Annual Reports to Plaintiffs (*see* Section VIII, herein).

VI. Prohibited Conduct

A. The MHUSD, its agents and employees, will not engage in any of the following:

1. Failing to respond promptly and appropriately in accordance with the revised policies (referred to in Section III, *supra*) whenever MHUSD receives complaints or allegations of harassment or discrimination on the basis of actual or perceived sexual orientation or gender identity.

2. Knowingly engaging in, sanctioning, or allowing harassing conduct on the basis of actual or perceived sexual orientation or gender identity by failing to follow the policies referred to in Section III, *supra*, including verbal conduct, that creates (or will certainly create) a hostile environment by substantially interfering with a student's educational benefits, opportunities, or performance or that is threatening or seriously intimidating.

3. Retaliating against, or taking any actions that have the impact of adversely affecting, any student or employee because that student or employee has made allegations or filed or participated in a complaint with the MHUSD or any federal, state, local or non-governmental entity concerning harassment or discrimination on the basis of actual or perceived sexual orientation or gender identity.

4. Coercing a student to enroll in alternative education or independent study programs because he or she has complained of harassment or discrimination on the basis of

actual or perceived sexual orientation or gender identity.

VII. Duration of Agreement re Training Program and Policy Changes

A. This Agreement Re Training Program and Policy Changes 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, or sixty (60) calendar days after the last report under Section X is received, whichever date is later. The Agreement re Training Program and Policy Changes may be extended for an additional two years (to June 30, 2010), by order of the Court upon Plaintiffs' motion, if the Court finds that at any time from entry of the Agreement Re Training Program and Policy Changes through June 30, 2008, or sixty (60) calendar days after the last report under Section X is received, whichever date is later, the MHUSD is in substantial non-compliance with the terms of this Agreement Re Training Program and Policy Changes.

B. Upon execution of this Agreement re Training Program and Policy Changes, Plaintiffs and Defendants consent to the entry by the Court of an Order that recites as follows: "Pursuant to the Agreement of the Parties, as indicated by their signatures below, this action is dismissed with prejudice, PROVIDED HOWEVER, THAT the Court shall retain exclusive jurisdiction over this action for purposes of resolving any disputes that may arise in the future regarding the SETTLEMENT AGREEMENT AND MUTUAL RELEASE, including the AGREEMENT CONCERNING TRAINING PROGRAM AND POLICY CHANGES TO BE IMPLEMENTED BY MORGAN HILL UNIFIED SCHOOL DISTRICT attached thereto as Exhibit A, its terms or the enforcement thereof."

C. The parties agree that the time limits set forth throughout this Agreement re Training Program and Policy Changes may be expanded upon mutual consent of the parties.

VIII. Annual Reporting To Plaintiffs

A. On or before June 30, 2004, June 30, 2005, June 30, 2006, June 30, 2007 and June 30, 2008, the MHUSD shall deliver to counsel for Plaintiffs, at the address set forth below, a detailed report covering the preceding reporting period containing information about the MHUSD efforts at compliance with this Agreement re Training Program and Policy Changes,

including, to the extent applicable:

1. Copies of the MHUSD's policies and procedures for preventing, identifying, reporting and responding to harassment and discrimination on the basis of actual or perceived sexual orientation or gender identity, including any revisions since the previous report (if the policies are unchanged from a previous year, the MHUSD can so certify in lieu of providing copies of the policies);

2. Copies of the specific language contained in student handbooks or any other notices or materials sent to students, parents, or employees providing information about the MHUSD's policies and procedures for preventing, identifying, reporting and responding to harassment and discrimination on the basis of actual or perceived sexual orientation or gender identity, and a narrative description of which documents contained these notices and when these notices and materials were distributed;

3. A certification providing the following information concerning the Mandatory Staff Training Program conducted during the preceding year: (i) the number of MHUSD staff members who attended the Mandatory Staff Training Program; (ii) staff members who were scheduled to attend the Mandatory Staff Training Program but who failed to attend; and (iii) confirmation that the following persons attended the Mandatory Staff Training Program: (a) all Compliance Coordinators; (b) all individual Defendants named in this lawsuit employed by the MHUSD; and (c) all teachers participating in the Mandatory Student Training Program.

4. For the Mandatory Student Trainings, (i) a confirmation that the MHUSD conducted the Mandatory Student Training Program in all high schools and middle schools during that school year; (ii) a narrative description of the MHUSD's activities in implementing that program; and (iii) a copy of a curriculum outline for the program.

5. Identification of Compliance Coordinators for the middle schools, high schools, and continuation schools, by name, sex, job title, and school; and

6. Statistical information showing the number of Incident Reports, as described in Section V above, and a summary of the MHUSD's investigation and resolution of these incidents. After receiving this statistical information, MHUSD shall provide copies of the

actual incident reports upon request from Plaintiffs' counsel.

B. Within sixty (60) calendar days of receipt of any of the above reports, Plaintiffs may request, in writing, clarifications of, or supplementation to, the report. In that event, the MHUSD shall provide such clarifications and/or permit the inspection and copying of supplemental materials as the Plaintiffs may reasonably request.

IX. Extension of Time

The MHUSD shall notify Plaintiffs at least thirty (30) calendar days in advance if it reasonably calculates that it will not be able to comply with submission of a report or implementation of any portion of this Agreement re Training Program and Policy Changes, specifying the reasons for anticipated non-compliance and the date by which it reasonably calculates compliance will be achieved. Plaintiffs may respond to the MHUSD within fifteen (15) calendar days if they believe that the MHUSD's proposed timetable is unreasonable and suggest an alternative date. The MHUSD shall take steps to avoid non-compliance; repeated non-compliance will be grounds for Plaintiffs or Plaintiffs' attorneys to move the Court to extend the duration of the Agreement re Training Program and Policy Changes for substantial noncompliance.

X. Miscellaneous

A. This Agreement re Training Program and Policy Changes does not constitute, nor shall it be construed as, an admission of any liability or wrongdoing by any party.

B. The provisions of this Agreement re Training Program and Policy Changes will be governed by the laws of the State of California.

C. Nothing in this Agreement re Training Program and Policy Changes will be construed to limit any party's right to enforce this Agreement re Training Program and Policy Changes (or any other documentation delivered pursuant to or in connection with it) according to its terms. If any court of competent jurisdiction determines that any provision contained in this Agreement re Training Program and Policy Changes, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Agreement re Training Program and Policy Changes.

D. This Agreement re Training Program and Policy Changes shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

E. The parties to this Agreement re Training Program and Policy Changes shall endeavor in good faith to meet and confer in an effort to resolve informally any differences regarding interpretation of, and compliance with, this Agreement re Training Program and Policy Changes before bringing such matters to the Court for resolution. However, in the event that the MHUSD either fails to perform in a timely manner any act required by this Agreement re Training Program and Policy Changes or acts in violation of any provision of this Agreement re Training Program and Policy Changes, Plaintiffs or Plaintiffs' attorneys may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts. In the event that any legal action is necessary to enforce or interpret any provision of this Agreement re Training Program and Policy Changes, the prevailing party in any such action shall recover its costs and reasonable attorneys' fees (including expert witness fees).

F. All documents or reports required to be submitted to Plaintiffs pursuant to this Agreement re Training Program and Policy Changes shall be addressed to: Ann Brick, ACLU Foundation of Northern California, 1663 Mission St., Suite 460, San Francisco, CA 94103.