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CALIFORNIA DEPARTMENT OF EDUCATION

UNIFORM COMPLAINT PROCEDURE OFFICE

IN RE THE MATTER OF THE TAHOE-TRUCKEE UNIFIED SCHOOL DISTRICT (TTUSD), a local educational agency of the State of California.	**Case Matter No. 2025-0123** **STAY AGREEMENT** Complaint Received: June 27, 2025 Investigation Report: Sept. 29, 2025

STAY AGREEMENT

1. The California Department of Education ("CDE"), the Tahoe-Truckee Unified School District ("TTUSD"), and a coalition of stakeholders and taxpayers of TTUSD ("Stakeholders") (collectively, "the Parties") have agreed that the enforcement of the above-captioned matter ("the Enforcement") should be stayed, preserving the current status quo of TTUSD's participation in the Nevada Interscholastic Activities Association ("NIAA") instead of transition to the California Interscholastic Federation ("CIF"), as explained below. The Parties enter into this Agreement in light of the following:

a. On September 29, 2025, CDE issued corrective actions upon a finding that TTUSD violated Education Code Section 221.5(f), ordering TTUSD to transition from NIAA to CIF for the 2026–2027 school year. CDE later extended that deadline to require a transition for the 2027–2028 school year.

b. On October 29, 2025, TTUSD requested reconsideration of these corrective actions on the basis that it would seriously prejudice TTUSD student-athletes, including because (i) safety concerns associated with crossing Donner Pass in winter would restrict their athletic opportunities; and (ii) CIF organizes athletics on a four-year cycle, the current cycle runs from 2024 through 2028, and a transition in the middle of that cycle would place TTUSD on "independent status" for at least one school year, without meaningful playoff or championship opportunities against comparable CIF schools. The Stakeholders agree.

c. The Stakeholders further contend that the Ninth Circuit Title IX Cases (as defined in Paragraph 2(a)) are likely to resolve, or to produce binding Ninth Circuit precedent on, a potentially dispositive issue: whether Equal Protection or Title IX precludes segregating sports on the basis of gender identity, instead of biological sex, and therefore preempts the basis for the corrective action. The Stakeholders also anticipate that the Supreme Court may ultimately decide that issue.

d. The purposes of the Stay (as defined in Paragraph 2(a)) are (i) to avoid unnecessary litigation by preserving the status quo pending resolution of that potentially

dispositive issue; and (ii) to avoid alleged prejudice to TTUSD student-athletes from transitioning to CIF while the Stakeholders and members of the TTUSD community maintain their objections to the legal validity and reasonableness of the corrective actions.

e. CDE does not accept the Stakeholders' contentions as provided in Paragraph 5(c).

f. At this time, TTUSD neither accepts nor rejects the Stakeholders' contentions as set forth in Paragraph 1, or those letters referenced in Paragraph 5(c).

2. CDE's Obligations.

a. CDE agrees to stay enforcement of its corrective actions issued in Case Matter No. 2025-0123 requiring TTUSD to leave NIAA and transition to CIF, through the sixtieth (60th) day following the Final Resolution of all appeals in the cases *California v. U.S. Dep't of Justice*, No. 3:25-cv-4863 (N.D. Cal. June 9, 2025), *United States v. Cal. Interscholastic Fed'n*, No. 8:25-cv-1485 (C.D. Cal. July 9, 2025), and *Brown v. Wash. Interscholastic Activities Ass'n*, No. 3:26-cv-5616 (W.D. Wash. June 9, 2026). These three cases are hereafter referred to as the "Ninth Circuit Title IX Cases." This stay of enforcement is referred to herein as the "Stay." Final Resolution of all appeals is understood by the Parties to mean the final decisions on the last case on appeal.

b. During the Stay, CDE agrees to vacate all deadlines related to Case Matter No. 2025-0123, including deadlines requiring TTUSD to report steps towards transition or to complete that transition.

c. CDE will not penalize TTUSD for continuing to participate in NIAA during the Stay.

d. The Stay will remain in effect for sixty (60) days following the final resolution of all appeals in the Ninth Circuit Title IX Cases. During that sixty-day period, CDE and the Stakeholders agree to meet and confer in good faith about extending the Stay, including in light of (i) whether the Ninth Circuit Title IX Cases resolved the potentially dispositive issue of whether Equal Protection or Title IX precludes

segregating sports on the basis of gender identity, instead of biological sex, (ii) whether the Supreme Court has granted certiorari in a case that appears set to resolve that issue, and (iii) whether the Stay should be further extended to permit the resolution of any TTUSD-specific litigation challenging the validity of the corrective action in state or federal court, or both. CDE makes no commitment to extend the Stay beyond that sixty-day period.

3. TTUSD's Obligations.

a. TTUSD agrees to maintain the current athletic status quo and continue participating in NIAA while the Stay remains in effect. For some limited sports (e.g., Nordic skiing and downhill snowboarding), TTUSD is also currently participating in CIF. TTUSD's agreement to preserve the status quo is intended to preserve its existing athletic associations for all its sports during this Stay, and TTUSD will not be obligated to transition any existing sport out of its current athletic association, regardless of whether that is CIF or NIAA. To the extent TTUSD seeks to establish a new athletic association during the pendency of this Stay for a sport that is not currently available to TTUSD students as part of either CIF or NIAA, TTUSD retains the discretion to choose which athletic association best meets the needs and interests of its students. If TTUSD starts any discussion with CIF about joining it for any sport, it must notify counsel for the Stakeholders within ten (10) days of those discussions beginning and before any decision is finalized.

b. TTUSD will not voluntarily take irreversible steps to withdraw from NIAA or begin CIF competition during the Stay. TTUSD however reserves the right to withdraw from the NIAA, for reasons unrelated to CDE's corrective action that is subject to this Stay. TTUSD's exercise of that right is subject to the provisions of Paragraph 5(b). Stakeholders reserve their right to challenge any withdrawal from NIAA and/or move to the CIF with all available legal recourse available.

c. TTUSD shall not continue any current transition plans that prevent TTUSD from remaining in NIAA. However, TTUSD shall not be limited in making preparations

for any future eventuality if doing so is necessary to avoid prejudice to its Students. This includes preparing for a potential exit from NIAA and transition to CIF. It also includes not being prohibited from expending or directing resources to the future development of its athletic programs.

d. TTUSD will continue to keep CIF, NIAA, Students and its families reasonably informed about the status of the transition planning, the status of this Stay, and any material developments affecting the timing of a possible CIF transition. TTUSD and Stakeholders are permitted to freely discuss the terms and ongoing impacts of the Stay upon full execution of the Stay and the approval of its Governing Board.

e. If, during this Stay, TTUSD is subject to a lawsuit by any third-party seeking to compel TTUSD to either remain part of NIAA or to transition to CIF membership, in whole or in part, TTUSD retains the discretion to defend such lawsuit in any manner it deems appropriate, including by taking no action. TTUSD agrees to inform all Parties within ten (10) days if it is subject to such a lawsuit.

4. Stakeholders' Obligations.

a. The Stakeholders agree to bring no litigation, either through LiMandri & Jonna LLP or any other law firm or legal counsel, related to the subject matter of the Stay during the pendency of the Stay. LiMandri & Jonna LLP represents that it has no present intention to bring any such lawsuit on behalf of any client.

b. LiMandri & Jonna LLP and the Stakeholders agree not to seek the recovery of any fees and costs (including attorneys' fees) for any work done on this matter before the end of the Stay from any California State entity, including both CDE and TTUSD. By way of example, the Stakeholders would not be entitled to fees related to the implementation of the Stay even if the issues underlying the Stay are ultimately litigated.

5. General Provisions.

a. The Stay shall commence upon execution of this Agreement by all Parties.

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b. Any Party may terminate the Stay at any time upon ninety (90) days' written notice to all other Parties.

c. By entering into this Agreement, CDE does not accept the Stakeholders' characterization of the facts as reflected in the Stakeholders' letters of May 14, July 23, or September 8, 2026. Nothing in this Agreement constitutes an admission by any Party regarding the facts or merits of the Enforcement.

d. CDE has no responsibility for the actions of TTUSD. The commitments made by TTUSD in Paragraphs 3 and 4 are between TTUSD and the Stakeholders.

e. If the final resolution of TTUSD-specific litigation results in a final court order requiring TTUSD to ultimately transition to CIF, the parties will work in good faith to ensure that the period of the Stay does not disadvantage TTUSD students or athletic programs, such as requiring TTUSD to compete as a district with "independent status" or compete against less comparable CIF schools or in less favorable conditions caused by the Stay as other CIF schools.

f. Notwithstanding any provision in this Agreement to the contrary. If any Party contends any one of the Ninth Circuit Cases has resulted in a final (i.e., all appeals exhausted) binding Ninth Circuit or Supreme Court decision determining whether Equal Protection or Title IX precludes segregating sports on the basis of gender identity, instead of biological sex, then the Parties shall commence the procedures identified in Paragraph 2(b) without awaiting the resolution of the other Ninth Circuit Cases. If any Party in good faith invokes this provision, then the termination provision of 5(b) shall be shortened to 60 days.

LiMANDRI & JONNA LLP

Dated: October __, 2026 By: _____

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