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2-12-02  
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

RON and BOBBIE GWINN, as )  
parents and next friend of their )  
minor daughter, JAMIE GWINN; )  
MARLA STANFORD as parent )  
and next friend of her minor )  
daughter, ELAINA STANFORD; )  
JEANNIE and BARRY WHITTEN )  
as parents and next friend of their )  
minor daughter, DARA J. BURGE; )  
and on behalf of all others similarly )  
situated, )

**Plaintiffs,** )

vs. )

INDEPENDENT SCHOOL )  
DISTRICT #9 OF TULSA )  
COUNTY, OKLAHOMA, a/k/a )  
UNION PUBLIC SCHOOLS, )

**Defendant.** )

**FILED**  
MAR 26 2002  
Phil Lombardi, Clerk  
U.S. DISTRICT COURT

Case No. 01 CV 0460 H (M) ✓

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the Plaintiffs, Ron and Bobbie Gwinn, as parents and next friend of their minor daughter, Jamie Gwinn; Marla Stanford as parent and next friend of her minor daughter, Elaina Stanford; Jeannie and Barry Whitten, as parents and next friend of their minor daughter, Dara J. Burge, and on behalf of all others similarly situated against Independent School District No. 9 of Tulsa County, Oklahoma, a/k/a Union Public Schools. This is a class action, and the class is defined as:

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All present and future female softball players enrolled at Union Public Schools, who participate, seek to participate, or are deterred from participating in softball at Union Public Schools.

**WHEREAS**, Plaintiffs have sued Union with respect to their claims that it has violated Title IX of the Education Amendments of 1972 and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and have contended that the School District has denied female students involved in softball equal athletic opportunities and accompanying treatment and benefits as compared with their male counterparts involved in baseball;

**WHEREAS**, School District has denied violations of Title IX and has contended that the District's softball program is responsive to the interest of girls in softball and has contended in its Answer that softball players have participation opportunities and treatment and benefits that are equivalent to those available to baseball players;

**WHEREAS**, the parties to this Agreement concur that the School District is bound by the requirements of Title IX of the Education Amendments of 1972 and its Regulations - and the parties have jointly agreed, through their designated representatives, that the interests of the District's students (male and female) are best served by reaching agreement regarding actions which the District will take to ensure softball and baseball players receive equivalent opportunities, treatment and benefits;

**WHEREAS**, Plaintiffs and School District believe that they can work together to achieve the goal of equal opportunities, as well as corresponding treatment and benefits; and

**WHEREAS**, this Agreement represents a mutual intention to move forward with the resolution of disputed issues which serves the interests of all students without regard to gender.

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree to settle this matter as set forth below.

1. The School District shall maintain its system for accounting for revenues and expenditures for male and female sports. A revenue and expenditure report shall be available from the School District, upon written request, within twenty (20) working days following the closure of the District's fiscal year (June 30<sup>th</sup>) which shall show for each sport the amount expended and any revenues received by the District with respect to the sport. The District's Treasurer shall be responsible for maintaining copies of the revenue and expenditure report for purposes of inspection and photocopying. An individual requesting copies of this information shall pay the District's customary costs for public records. An individual may also choose to inspect public records in accordance with the provisions of the Oklahoma Open Records Act. Sources of revenues and expenditures shall include, but not be limited to, general fund revenues, booster club donations, and other third-party donations or payments. The District agrees that it has the responsibility to equitably support boys' and girls' sports, including softball and baseball.

2. The School District shall insure that the ratio of coaches to students remains substantially equal as between baseball and softball with the recognition that occasionally factors beyond the control of the District can affect the availability of coaches. The District's obligation, in this regard, is to assign coaches based on the availability of qualified coaches and in consideration of the number of participating athletes in a gender neutral manner.

3. Union's coaches are paid extra duty compensation based on a negotiated agreement between the District and the employee organization which represents Union's certified employees. Negotiations for the 2001-02 school year resulted in an agreement which equalized coaching salaries for baseball and softball coaching positions.

4. Union shall maintain and enforce its policy whereby male and female students have access to the School District's weight rooms on a gender-neutral basis. Weight rooms shall be equipped with weights appropriate for female athletes and equipment appropriate for strength and conditioning for female athletes. Weight rooms shall, in addition to other weights, include dumbbell weights in minimum ranges of three to twenty-one pounds. Students shall be treated equivalently with respect to instruction relating to a weightlifting program applicable to the student's fitness goals or sports in which the student participates.

5. Union shall maintain and enforce a commitment to the maintenance of its baseball and softball fields. Coaches frequently are actively involved in maintenance and oversight of fields and frequently utilize student athletes in roles that enhance their understanding of the importance of maintaining and caring for fields. Students in both programs shall be treated equitably in this regard. Bleachers at the baseball field have awnings installed over the fan seating area. Similar awnings shall be included as a part of the upcoming bond issue - for installation over the bleachers at the fast-pitch softball field. Portable fencing has been ordered and will be available during August 2002 for use on the slow-pitch softball field when it is utilized for fast-pitch softball.

6. Union shall maintain and enforce its policy, in a gender neutral manner, with respect to provision of an in-door pitching and hitting facility for the use of softball and baseball. The facility is for in-door practice of softball and baseball skills. It is not to be

used as a dressing area. The facility currently includes three nets available for concurrent use. Softball shall have primary use of two nets for six months coinciding with their seasons. Baseball shall have primary use of two nets coinciding with their season. The remaining net shall be reserved for the use of the alternate sport with the understanding that in any instance where the nets are not in use - they may be used by either sport. Use of the indoor facility is, at all times, subject to the supervision of coaches. Should there be any question regarding the schedule of use or availability for routine or special needs - those matters are to be resolved through the affected coaches and Union's Athletic Director. Parents or students who believe that disparate use of the facility rises to the level of a Title IX concern may utilize the grievance procedure to resolve issues of access and use.

7. Softball players shall be assigned their own locker/dressing area in the Intermediate High School. In order to provide a reserved area for softball, wrestling shall be moved to an alternate site. Reserved areas, for purposes of this agreement, refers to areas that are reserved for the primary use of a particular sport or sports. This does not preclude the use of the area for other purposes when the sport, for which the area is designated, is not in season or otherwise not in use. As with all school facilities - the area is subject to assignment and use as needed to fulfill school needs and obligations.

8. Signage located at the softball/baseball complex shall be altered to alert the public that the area is the home of Union Softball & Baseball. This is to insure that both sports receive the recognition attendant to their respective utilization of the sports complex.

9. Plaintiffs acknowledge the importance of private fund-raising efforts to the District's ability to provide participation opportunities and enhanced benefits of participation to athletes. Plaintiffs' efforts to engage in fund-raising shall be subject to the same standards

and guidelines as those applied to other donors and donor organizations. It is understood and acknowledged by the parties hereto that the School District relies on the contributions of time, money, equipment and supplies that come from individual donors, booster clubs, businesses, parents and others. The School District desires to retain the enormous benefits provided by private as well as public donors. However, the School District shall not permit any infusion of non-school monetary or non-monetary contributions to result in programs which are unequal for purposes of Title IX and its system-wide requirements. Union shall monitor contributions and the effect contributions have on school-sponsored sports consistent with the requirements of Title IX – which provide for the equitable support of school sponsored sports without regard to the gender of student athletes. Union recognized that it has the responsibility to ensure that softball is supported equitably on a gender neutral basis.

10. School District shall maintain its practice of publicizing to students its commitment to equal opportunity for male and female students - through the use of the Student Handbook. This policy shall include an annual publication designed to reach students and their parents, including notice to parents that Union has a grievance procedure which can be used for reporting possible gender inequity with respect to school sponsored sports. The District will identify the District's Title IX Compliance Officer, his or her address, telephone number, and instructions for securing a copy of the grievance procedure.

11. The parties concur that the full and complete effectuation of the parties' mutual desire that female softball players achieve a level of participation and treatment and benefits, with respect to school sports, equivalent to baseball players, requires a Title IX Compliance Officer ("Officer"). The District's Officer is responsible for overseeing the District's compliance with Title IX and this Agreement including the following areas:

- a. Oversight of annual educational seminars for coaches, administrators, and others who are required to have an understanding of Title IX sufficient to avoid intentional or negligent violations of the federal law. The District shall furnish information concerning the date, time and location of training and shall also furnish a program agenda sufficient for any interested party to identify the matters covered;
- b. Publication to parents, students and other interested individuals of the District's Title IX obligations and, upon request, an explanation of the District's compliance;
- c. Response to questions regarding this Agreement, the District's Grievance Procedure applicable to complaints of discrimination, the procedure for filing a grievance, and other questions which arise with respect to the District's Title IX obligations, whether raised by District employees, parents or students; and
- d. Ensuring that the District's policies and procedures combine to identify areas in which action must be taken to remedy any area of non-compliance with Title IX; to maintain by continuous sports program oversight compliance in areas where the District has achieved parity in male and female sports programs; and to serve as a source of information, training, and dispute resolution in instances where the Officer is presented with questions involving Title IX which are not in the form of a grievance.

12. This Settlement Agreement is approved by and entered as an Order and Judgment of the Court and shall be subject to the full enforcement powers of the Court. The

parties agree not to object to the Court's authority to enforce the terms of this Settlement Agreement. In the event a party believes that there has been a default of an obligation created by this Agreement and that the default is the result of gender discrimination, prohibited by Title IX, such party shall first take any complaint through the School District's grievance procedure before returning to the Court for enforcement of this Agreement.

13. The parties shall enter a Stipulation for Dismissal With Prejudice which shall be filed in this matter within five (5) calendar days of the final disposition of all issues.

14. Plaintiffs agree to release, and by this instrument release, the School District, its attorneys, assigns and successors, of any and all claims, liabilities, or actions which Plaintiffs presently have or have had against the School District existing as of the date of execution of this Agreement. Likewise, Plaintiffs release from all liability their own counsel in connection with the filing, prosecution, and settlement of this lawsuit.

15. This Agreement shall be binding on the successors, assigns, and transferees of the School District and the Plaintiffs as well as the Class which the named Plaintiffs represent.

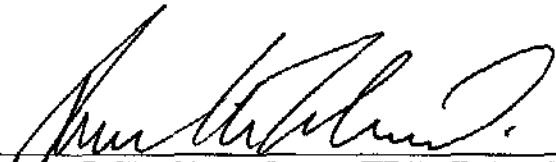
16. This Agreement contains the complete description of the terms between the parties. All material representations, understandings and promises of the parties are contained in this Agreement.

17. Any modifications to this Agreement must be set forth in writing and signed by all of the parties.

18. The parties acknowledge that each has been represented by legal counsel, of their choice, all times material to this action and they have had a full opportunity to consult with legal counsel throughout the legal proceedings occasioned by Plaintiffs' lawsuit.



Signed this 25<sup>TH</sup> day of ~~February~~ <sup>MARCH</sup>, 2002.

  
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JUDGE OF THE DISTRICT COURT

*Ron Gwinn*

**RON GWINN, as parent and next friend of his minor daughter, JAMIE GWINN**

*Bobbie Gwinn*

**BOBBIE GWINN, as parent and next friend of her minor daughter, JAMIE GWINN**

*Marla Stanford*

**MARLA STANFORD, as parent and friend of her minor daughter, ELAINA STANFORD**

*Jeannie Whitten*

**JEANNIE WHITTEN, as parent and next friend of her minor daughter, DARA J. BURGE**

*Barry Whitten*

**BARRY WHITTEN, as parent and next friend of her minor daughter, DARA J. BURGE  
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OKLAHOMA, also known as  
UNION PUBLIC SCHOOLS**

By: 

**James Williams, President, Board of  
Education, Independent School District  
No. 9 of Tulsa County, a/k/a  
Union Public Schools**

By: 

**DR. CATHY BURDEN, Superintendent  
of Independent School District No. 9  
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