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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

KEVIN R. POLLARD SR., and)
KIMBERLY L. POLLARD, as Parents and)
Next Friend of their Minor Daughter,)
ASHLEY N. POLLARD; JERRY and)
SHERRI CRUCE, as Parents and Next)
Friend of their Minor Daughter, SHIANNE)
N. CRUCE; ROBERT and MARCIA)
AILSHIE, as Parents and Next Friend of)
their Minor Daughter, JENNIFER)
AILSHIE; ROBERT and MARCIA)
AILSHIE, as Parents and Next Friend of)
their Minor Daughter, LEASA AILSHIE;)
and on behalf of all others similarly situated,)

Plaintiffs,)

v.)

INDEPENDENT SCHOOL DISTRICT #1)
OF ROGERS COUNTY, OKLAHOMA)
a/k/a CLAREMORE PUBLIC SCHOOLS;)
J. MICHAEL MCCLAREN, in his official)
capacity as Superintendent; and Does 1)
through 50,)

Defendants.)

FILED

MAR 30 2001 SA

Phil Lombardi, Clerk
U.S. DISTRICT COURT

CASE NO. 00-CV-1056-K (J)

CLASS ACTION

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Plaintiffs, Kevin R. Pollard Sr. and Kimberly L. Pollard, as parents and next friend of their minor daughter, Ashley N. Pollard; Jerry and Sherri Cruce, as parents and next friend of their minor daughter, Shianne N. Cruce; Robert and Marcia Ailshie, as parents and next friend of their minor daughters, Jennifer and Leasa Ailshie, individually and in their capacity as representatives of a class of individuals designated as, "[A]ll present and future female students enrolled at

Claremore Public Schools who participate, seek to participate, or are deterred from participating in interscholastic and other school-sponsored athletics at Claremore Public Schools" (the "Class") and the Defendants, Independent School District No. 1 of Rogers County (hereafter "School District" or "Claremore"), and Defendant J. Michael McClaren ("McClaren"), in his official capacity as Superintendent. No John Doe Defendants were named during the course of this litigation and no additional Defendants will be named as parties to this case.

WHEREAS, Plaintiffs have sued Claremore 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 School District has denied female students an equal opportunity to participate in interscholastic and other school-sponsored athletics and have denied equal treatment and benefits that should accompany equal participation opportunities;

WHEREAS, School District and McClaren denied Claremore's violations of Title IX and have contended that the District's sports program is responsive to the interest of girls in school sports and have contended in their Answer that female students have participation opportunities and treatment and benefits that are equivalent to those available to male students;

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 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 the manner in which the District will comply with Title IX;

WHEREAS, the parties concur that increasing participation opportunities, combined with affording equal treatment and benefits to female students, is essential to Title IX compliance and that this can best be achieved by a cooperative effort joining Title IX's mandatory requirements with the parties' genuine dedication to designing an athletic program that enhances the benefits of athletic involvement for female students;

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

WHEREAS, this Agreement is neither an admission of liability by the School District nor an admission by Plaintiffs of the District's compliance – but represents a mutual intention to move forward with the further development of School District's sports program for female athletes that complements the program available to male athletes with respect to participation opportunities and treatment and benefits available to participants.

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

1. Claremore agrees to comply with the general mandates of Title IX, its Regulations, and its Interpretive Guidance.

2. Claremore shall offer interscholastic volleyball at grade levels 7-12 on or before Fall 2002. The District's obligation, in this regard, is conditioned upon the District's identification of a minimum of 13 students at the middle school level and/or a minimum of

13 students at the high school level who will participate in volleyball. Fall 2001 the District shall establish a program of intramural volleyball for grades 7-12. The implementation of interscholastic volleyball at any grade level releases the District from providing an intramural volleyball opportunity at that grade level. Additionally, a ninth grade fast pitch softball team will be established for the 2001-2002 school year if a minimum of thirteen (13) students shall demonstrate their genuine commitment to participating on a ninth grade team. The District agrees to engage in the active promotion of sports participation opportunities available to girls and active promotion of the dates for tryouts for various sports. The District's addition of new sports shall include the assignment of coaches and related compensation in a gender-neutral fashion.

3. Claremore conducted a student sports interest survey for 2000-2001. The District shall conduct a similar survey of sports in 2002-2003 and no less than every three years after the 2002-2003 school year. The survey shall serve as an aid in determining the interest of female students in school-sponsored sports and may be conducted more frequently if the school chooses to do so. The survey shall be one of several tools utilized by the District in assessing the extent to which its athletic program is responsive to student interest. Other tools which the District may utilize include the professional opinion of the District's coaching staff, parental and student comment, information regarding sports activities that are prominent in the surrounding community, the effect of potential new sports on existing school-sponsored sports opportunities for girls, and similar information. The School District shall utilize this information to determine whether new sports should be offered to female students or whether additional teams involving existing sports should be added. The

District's review of its existing sports program and the extent to which it effectively accommodates girls' interest in sports should be an ongoing process involving the District's continuous monitoring of the opportunities for girls to participate in sports, combined with ensuring that the sports offered are responsive to girls' interest in sports.

4. The School District agrees to establish a 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 30th) which shall show for each sport the amount expended and any revenues received by the District with respect to the sport. The Title IX Compliance Officer or the District's Treasurer, as designated by the School District, 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 records and may do so in accordance with the provisions of the Oklahoma Open Records Act which includes the right to inspect public records. 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.

5. The School District shall select coaches for all teams (male and female) using the same criteria and with the same motivation to attract qualified and skilled coaches. Plaintiffs acknowledge that not all sports, teams or schools are able to attract equally qualified coaches. However, the School District must utilize a gender-neutral system for

attracting coaches for all of its teams and in determining the ratio of student athletes to coaches. Likewise, gender-neutral procedures must be used with respect to publicizing openings, interviewing candidates, and selecting coaching candidates for girls' and boys' teams. Similarly, if the District chooses to use lay or volunteer coaches, it must afford the opportunity for additional coaching without regard to gender. Coaches, with respect to the scheduling of games, shall schedule a full slate of competition opportunities for teams and shall notify the District's Athletic Director, in writing, regarding any circumstances resulting in a reduced competition schedule. The parties seek, through this provision, to emphasize the importance of assigning experienced and qualified coaches in a gender-neutral manner, and doing so in a fashion which does not treat female and male sports differently because of the gender of the team members.

6. The School District's coaches are paid extra duty compensation based on a negotiated agreement between the District and the employee organization which represents Claremore's certified employees. The District shall submit the issue of coaching compensation as an item for negotiation for the 2001-2002 school year with the certified collective bargaining representative for the purpose of ensuring that the compensation of coaches of male and female teams is based on objective factors related to the sport and not on gender. Any changes to the compensation of coaches shall be effective for coaching assignments for the 2001-2002 school year.

7. The schedule for basketball games shall be based on gender-neutral factors. This is not an issue when junior varsity boys and girls compete at the same time in different gyms or where competition is scheduled at non-school locations. To the extent varsity games

are traditionally scheduled to require girls to play just prior to boys, the District shall, in determining the basketball schedule, schedule games in a gender-neutral manner, taking into consideration gender-neutral factors.

8. School District shall provide male and female students access to the School District's weight rooms on a gender-neutral basis. The weight rooms shall be equipped with weights appropriate for female athletes and equipment appropriate for strength and conditioning for female athletes. The 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. The District shall during the 2001-2002 school year provide in-service training for coaches of female teams related to strength and conditioning training for female athletes. The District shall repeat this training annually for the school years 2002-2003 and 2003-2004.

9. The School District shall provide equipment and supplies to female athletes that are of like quality to equipment and supplies provided to School District's male athletes. Additionally, School District shall ensure that replacement equipment is provided and existing equipment reconditioned on a gender-neutral basis. Volleyball standards shall be added to the High School's gym by the start of the 2002-2003 school year to coincide with the District's implementation of interscholastic volleyball at grades 9-12 by that deadline.

10. Plaintiffs, and the Class Members whom they represent, agree, with respect to uniforms, equipment, and supplies, to promptly notify the Athletic Director, Title IX Compliance Officer or the Superintendent in writing of any instance where they have formed

a belief that equipment, supplies, or uniforms fall short of Title IX requirements. This shall include equipment, supplies, or uniforms which Plaintiffs believe are the responsibility of the District to provide to female athletes and which Plaintiffs have concluded are routinely provided to male teams or athletes. Plaintiffs' notification to the Athletic Director or the Superintendent shall include the facts underlying their belief that female students have been treated unfairly with respect to these areas and that any disparity in treatment is based on gender. Plaintiffs may accomplish this by utilizing the District's grievance procedure applicable to claims of discrimination but are not required to do so.

11. The District currently provides off-season training opportunities for students not, at the time, engaged in an in-season sport. The District shall make off-season training available to students in a manner that extends the same opportunities to male and female students.

12. Female athletes shall be treated in the same manner as male athletes with respect to travel privileges and travel support. This means that females who have opportunities to participate in out-of-state tournaments shall be given the same consideration as males who have that opportunity. Likewise, both shall be treated in the same manner as to travel arrangements, housing, and meals. When females are presented with opportunities for out-of-state or overnight travel, the arrangements for travel shall be the same as those available to males in connection with the same or similar sports. The District may consider in granting or denying travel privileges travel distance, cost, supervision, impact on instruction and similar factors – so long as the criteria is applied in a non-discriminatory manner.

13. Claremore shall provide comparable athletic facilities for male and female athletes. Facilities shall be available to student athletes on a gender-neutral basis. Claremore shall ensure that girls' and boys' teams have equivalent dressing and locker room facilities. Likewise, School District shall ensure that female athletes have access to their coaches - equivalent to that enjoyed by male athletes.

14. The parties have toured the District's athletic facilities for the purpose of identifying modifications to facilities which are necessary to ensure that the District's athletic facilities assigned to female athletes are equivalent to those available to male athletes. The District currently utilizes baseball and softball fields owned and operated by the City of Claremore.

15. The District shall place an item on the next available bond issue (April 2001), for a vote of qualified electors, providing facilities for softball which shall include a softball field and customary field improvements including lighting, and related construction to include a press box, concession area, locker/dressing room area, public restrooms, and storage. The District shall, at its discretion, include the District's tennis courts as a part of the athletic program package to be submitted to the community's eligible voters.

16. Should the April 2001 bond issue fail, with respect to the softball field and related complex, the District shall continue to include the field and related complex, or such part of the complex as remains uncompleted at the time of new bond elections, as a part of future bond elections until the softball field and the related construction is complete.

17. In order to begin immediately on the construction of the softball field the District agrees to commit \$20,000.00 toward the construction of a competition ready softball

field. In the event the bond issue is unsuccessful, the District shall fund and construct the field and related areas in the following phases:

- a. **Phase 1** with a target completion date of August 2001: A competition ready field which shall include appropriate surface work, chain link fence, back stops, in-field, bleachers which may be aluminum, at the School District's discretion, or of higher quality to accommodate a minimum of 200 individuals, basic dug-outs, and score board.
- b. **Phase 2** with a target completion date of August 2002: Construction consisting of concession area, press box, and public restrooms.
- c. **Phase 3** with a target completion date of August 2003: Softball field lighting, locker dressing area, storage, and enhancement of dug-outs.

18. Plaintiffs acknowledge the importance of private fundraising efforts to the District's ability to provide participation opportunities and enhanced benefits of participation to athletes. Plaintiffs' efforts to engage in fundraising shall be subject to the same standards and guidelines as those applied to other donors and donor organizations. In the event Plaintiffs raise revenues they shall not be applied as an off-set to the District's financial commitment set out in paragraph 17 above.

19. School District agrees to publish to students, as a part of the Student Handbook, its commitment to equal opportunity for male and female student athletes. This information shall be published annually, whether in the Student Handbook or an alternate publication designed to reach students and their parents. The District shall notify parents that it has a grievance procedure which can be used for reporting possible gender inequity with

respect to the School District's sports offerings. The District shall also list the District's Title IX Compliance Officer, his or her address, telephone number, and availability of a copy of the grievance procedure. The initial publication to students or their parents shall include a statement that a summary of this Settlement Agreement is available from the Compliance Officer upon parental request.

20. The School District shall provide for equivalent school promotion and publication of female sports and male sports and shall encourage individual female team coaches to utilize available opportunities to publish female sports involvement and accomplishments. This means that Claremore shall give equivalent attention to female teams in connection with school announcements, advertisements, assemblies, signage, school publications, including any school paper or yearbook or Web site, correspondence to parents and similar publicity opportunities.

21. The parties concur that the full and complete effectuation of the parties' mutual desire that female students achieve a level of participation and treatment and benefits, with respect to school sports, equivalent to male students 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, actions, plans, 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.

22. 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 its complaint through the School District's grievance procedure applicable to claims of discrimination, before returning to the Court for enforcement of this Settlement Agreement.

23. The parties shall enter a Stipulation for Dismissal With Prejudice which shall be filed in this matter within five (5) calendar days of the signing of the Settlement Agreement by all parties and delivery of the payment to attorneys which is provided for in this Agreement. Plaintiffs' attorneys shall be paid, within fourteen (14) days following the execution of this Settlement Agreement, Ten Thousand Dollars (\$10,000.00). No other amounts, whether costs, fees, or expenses, shall be payable to Plaintiffs or their counsel in connection with this lawsuit.

24. 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.

25. 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.

26. 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.

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

28. 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 29 day of March, 2001.


TERRY C. KERN, CHIEF JUDGE

Kevin R. Pollard Sr.

KEVIN R. POLLARD, SR., as parent
and next friend of his minor daughter,
ASHLEY N. POLLARD

Kimberly L. Pollard

KIMBERLY L. POLLARD, as parent
and next friend of her minor daughter,
ASHLEY N. POLLARD

Jerry Cruce

JERRY CRUCE, as parent and next
friend of his minor daughter,
SHIANNE N. CRUCE

Sherrri Cruce

SHERRI CRUCE, as parent and next
friend of her minor daughter,
SHIANNE N. CRUCE

Robert Ailshie

ROBERT AILSHIE, as parent and
next friend of his minor daughters,
JENNIFER and LEASA AILSHIE

Marcia Ailshie

MARCIA AILSHIE, as parent and
next friend of her minor daughters,
JENNIFER and LEASA AILSHIE

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OKLAHOMA, also known as
CLAREMORE PUBLIC SCHOOLS**

By: 

**Don Crutchfield, President, Board of
Education, Independent School District
No. 1 of Rogers County, a/k/a
Claremore Public Schools**

By: 

**J. MICHAEL MCCLAREN, Superintendent
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