

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

RANDY & CATHERINE MARTIN, as )  
parents and next friend of their minor )  
daughter, BRANDY MARTIN; RANDY )  
& CATHERINE MARTIN, as parents )  
and next friend of their minor daughter, )  
CANDICE MARTIN; RANDY & )  
CATHERINE MARTIN, as parents and )  
next friend of their minor daughter, )  
KASEY HOBENS; RANDY & )  
CATHERINE MARTIN, as parents and )  
next friend of their minor daughter, )  
KENDALL HOBENS; RAY & SUE )  
WOLF, as parents of their minor )  
daughter, SAMANTHA WOLF; )

Plaintiffs, )

v. )

INDEPENDENT SCHOOL DISTRICT )  
NO. 8 OF TULSA COUNTY, a/k/a )  
SPERRY PUBLIC SCHOOLS; )

Defendants. )

Case No. 98-CV-416-H (J) ✓  
CLASS ACTION

**F I L E D**

JAN 6 2000

Phil Lombardi, Clerk  
U.S. DISTRICT COURT

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the Plaintiffs, Randy and Catherine Martin, as parents and next friend of their minor daughters, Brandy Martin, Candice Martin, Kasey Hobens and Kendall Hobens; Ray and Sue Wolf, as parents and next friend of their minor daughter, Samantha Wolf, and the Defendant, Independent School District No. 8 of Tulsa County, Oklahoma, also known as Sperry Public Schools (hereafter School District). Plaintiffs are also representatives of a class certified as "All present and future female students enrolled at Sperry Public Schools who participate, seek to participate, or are deterred from participating in interscholastic and other school-sponsored athletics at Sperry Public Schools."

WHEREAS, Plaintiffs have sued the School District with respect to their claims that the School District has violated Title IX of the Education Amendments of 1972 and the

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Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and have contended that the School District has denied female students at the School District 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, Plaintiffs and the School District desire to avoid the uncertainty, time, and expense of maintaining and defending a lawsuit;

WHEREAS, this Agreement represents the Plaintiffs' and School District's mutual desire for the District to achieve full compliance with Title IX and its implementing regulations.

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

1. The School District agrees to take affirmative steps to increase the participation of female students in the District's athletic program. This shall include the addition of middle school softball for girls during the 1999-2000 school year. Additionally, the District shall, during the 1999-2000 school year, conduct a sports interest survey for the specific purpose of determining the interest of female students in grades 6 thru 11 in the addition of and participation in volleyball and soccer. Based on the results of the student interest survey, specific to volleyball and soccer, and in combination with other factors related to the assessment of interest, the District shall institute one or both sports for the 2000-2001 school year. The District agrees to engage in the active promotion of sports participation opportunities available to girls and active promotion of the applicable dates for try-outs for various sports. The District's addition of new sports shall include the assignment of coaching salaries in a gender neutral fashion.

2. In addition to the 1999-2000 sports interest survey, as described above, the District shall conduct a 2001-2002 student sports Interest survey of female students in grades 6 - 11 for the purpose of determining the level of interest in sports not offered to female students as of 2001-2002. The results of the sports interest survey shall be used by the District to determine whether there is sufficient interest in selected sports to add one or more sports at the middle school, high school or both levels for the 2002-2003 school year.

3. The School District shall conduct a written survey of student interest in school sports at least once every three years following the 2001-2002 school year. This is to serve as an aid in determining the interest of female students in school sponsored sports and may be conducted more frequently if the school elects 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, and similar tools. 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.

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 working days following the closure of the District's fiscal year (June 30) which shall show for each sport the amount expended by the District with respect to the sport. An individual requesting copies of this information shall pay the District's customary cost 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 may include, but not be limited to, general fund revenues, booster club donations, or other third party donations or payments. The District agrees that it has the responsibility to equitably support boys' and girls' sports.

5. The District shall publish to students at least once during the 1999-2000 school year and at the beginning of the 2000-2001 school year its commitment to equal opportunity for male and female student athletes to include participation opportunities and equal treatment and benefits; notice of the District's grievance procedure which can be used for reporting possible gender inequity with respect to the District's sports offerings, and the identity, address, and telephone number of the District's Title IX Compliance Officer.

6. The School District for the 1999-2000 school year shall institute specific training related to gender equity in school sponsored sports which training shall be delivered to the District's administrative and athletic staff and shall also include any other staff members or volunteers who are associated with the District's program of school sponsored sports. Upon a public records request, 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.

7. Plaintiffs agree that they shall actively work in connection with the sports with which their daughters are affiliated and shall organize and work to obtain funds which shall be utilized for the benefit of girls' sports or in connection with the District's commitment to establishing new sports participation opportunities for female athletes. The parents of

plaintiffs shall, upon request of the administration, identify their efforts directed at support of athletics, their involvement in fund raising activities and similar efforts involving support of school athletics. The District shall encourage parents to support interscholastic sports through fundraisers and in other ways designed to enhance opportunities to secure financial and parental support for school sponsored sports.

8. The School District acknowledges its obligation to 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 or teams or schools are able to attract equally qualified coaches. The School District must utilize a gender neutral system for attracting coaches for all of its teams. Similarly, if the District chooses to use lay or volunteer coaches it must afford the opportunity for additional coaching without regard to team gender. The coach-player ratio shall be consistent with the regulations of Title IX. Coaches, with respect to the scheduling of games, shall make reasonable effort to schedule a full slate of competition opportunities for teams and shall alert the District's Athletic Director of any reasons underlying a reduced competition schedule.

9. The District shall, beginning with the 1999-2000 school year, provide off season training opportunities to female athletes that are the same as those available to male athletes. This recognizes that a student's capacity to use the opportunity may be affected by factors such as the student's academic schedule or other sports or activities selected by the student.

10. The School District agrees that it has an obligation to furnish equipment, supplies, and uniforms for students who participate in school sponsored sports in a manner that does not discriminate on the basis of gender.

11. Plaintiffs agree, with respect to uniforms, equipment, and supplies, to promptly notify the Athletic Director 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 school 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, in addition to or as a part of notification, may utilize the District's grievance procedure applicable to claims of discrimination.

12. The School District has a weight room which shall be available to students without regard to gender. The weight room is located in the co-educational athletic facility. In order to facilitate meaningful use of the weight facilities, the District shall insure that coaches of female teams receive special instruction regarding the value of strength and conditioning and with respect to the use of the weight room to enhance athletic skills and training. Supervision of the weight room shall be performed in a manner conducive to equal access to weight facilities and equipment for males and females.

13. Plaintiffs and Defendant agree that other matters raised by Plaintiffs have been addressed by the School District, including the following: (1) improvements to the softball field, including dug-outs, fencing and the press-box; (2) the installation of lighting on the softball field; (3) performance of a 1998-99 student sports interest survey to aid determination of the interest of students in new sports; (4) construction of a softball batting cage near the existing softball field; and (5) purchase of a pitching machine. In addition, the District has committed to the addition of middle school softball for the 1999-2000 school year and to the addition of other sports at such time as the District becomes aware of sufficient interest by female students to support the addition of new sports or additional teams to the District's sports participation opportunities for female students.

14. The District shall review its policies related to athletic participation or participation in extracurricular activities which may impact the opportunity of a female student to participate in a sport or to participate in more than one sport. Whenever possible and feasible within the school schedule and the underlying requirements of an activity (whether athletic or non-athletic) reasonable effort shall be made to permit female students an opportunity to participate in one or more athletic and/or non-athletic activities. For example, cheerleader or pompon participants should not be excluded from participating in interscholastic sports by policies or practices which would require them to select one activity over the other for the entire academic school year.

15. Female athletes shall be treated in the same manner as male athletes with respect to travel, food, lodging and similar privileges. This means that females who have the opportunity to participate in out-of-state tournaments shall be given the same consideration as males who have that opportunity. Likewise, to the extent that parental support is solicited in providing monetary or other support related to travel, food, lodging and similar support — plaintiff/parents shall take those actions necessary to provide support to students selected for participation in school sports. Male and female students shall be treated in the same manner with respect to travel arrangements, housing, meals and similar areas in matters that involve support for teams and athletes.

16. The District and Plaintiffs acknowledge the interest that athletes participating in school sponsored sports may have in connection with scholarship opportunities connected with sports. The District's coaches shall be responsive to student or parent requests to respond to third party requests for information regarding a student and her involvement in school sports. Similarly, students/parents shall have a responsibility to alert coaches to pending requests for information and shall cooperate with the coaches in the provision of information relevant to outside inquiries.

17. 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 the 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 take its complaint through the District's Grievance Procedure applicable to claims of discrimination.

18. The School District and Plaintiffs have inspected the District's facilities available for use as locker/dressing rooms for male and female athletes. The parties' primary focus involved the designated use of the football locker rooms located adjacent to the co-educational weight room. Plaintiffs and Defendant agree that the football locker rooms shall be reserved for the exclusive use of the football program during the first semester of each school year. Beginning with the second semester of the school year the football locker rooms shall be available for the exclusive use of girls' teams as designated by the school district. Summer use of the football locker rooms shall be within the discretion of the District subject to the requirement that access and use shall be equally divided between male and female athletes. Construction of any new facility, comparable to the football locker rooms, for the exclusive use of female athletes, as designated by the School District, or an addition to the existing weight and football locker rooms facility shall terminate this arrangement for the split use of the football locker rooms. The girls' in season coaches shall have full in season access to all coaches' rooms in the football locker room/weight room facility.

19. The varsity/junior varsity softball teams shall have the exclusive use of the girls' visitors' locker room located in the Field House. The district shall install signage at the entry to the locker room identifying it as the "Varsity/Junior Varsity Softball Locker Room." The term "exclusive use" as used in this paragraph refers to the privilege of exclusive use of the locker room during the softball season. This does not limit the use of the locker room for other purposes or other sports when softball is not in season. Furthermore, exclusive use, as used in this paragraph, does not limit the District's use of the locker room

for other purposes during the softball season when the locker room is not in use by the softball teams. The District shall also retrofit the newly designated softball locker room so that bats can be secured in the locker room.

20. Plaintiffs and Defendant agree that the issue of attorney fees and costs connected with the instant action shall be submitted to the Court pursuant to a briefing schedule which shall be designated by the Court.

21. The plaintiffs agree to release and by this instrument release the School District and the previously named individual Defendant (Burd), their attorneys, assigns and successors, of any and all claims, liabilities, or actions which Plaintiffs presently have or have had against the School District and Burd existing as of the date of execution of this Agreement.

22. The parties shall enter a Stipulation for Dismissal With Prejudice which shall be filed in this matter within five calendar days of the final disposition of all issues including the issue of attorney fees.

23. 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.


24. 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.

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

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

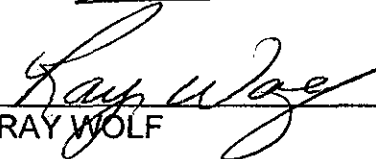


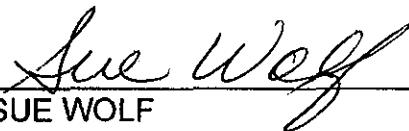
Signed this 6<sup>TH</sup> day of JANUARY, 2000 December, 1999.

  
HONORABLE SVEN HOLMES  
JUDGE OF THE DISTRICT COURT

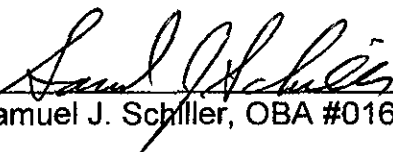
  
RANDY MARTIN

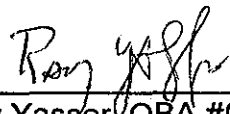
  
CATHERINE MARTIN

  
RAY WOLF

  
SUE WOLF

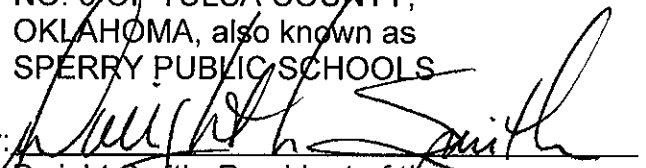
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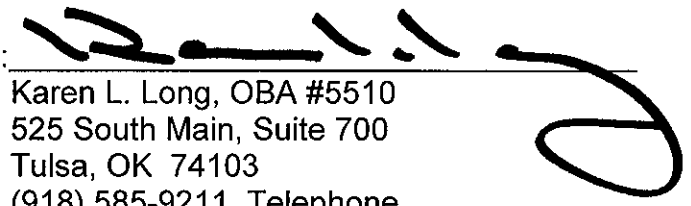


INDEPENDENT SCHOOL DISTRICT  
NO. 8 OF TULSA COUNTY,  
OKLAHOMA, also known as  
SPERRY PUBLIC SCHOOLS

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