

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

ROBERT & KRISTI LOVE, as parents and next)
friend of their minor daughter, LORI E. STEIN;)
BILLY D. & APRIL L. JAMISON, as parents)
and next friend of their minor daughter,)
ASHLEY L. JAMISON; GARY & KAREN)
PARISH, as parents and next friend of their)
minor daughter, KACI PARISH; GARY &)
KAREN PARISH, as parents and next friend of)
their minor daughter, KELLI PARISH;)
CHESTER & LADELLE WEST, as parents and)
next friend of their minor daughter, CHESLEA)
JO WEST; BEVERLY FRANK, as parent and)
next friend of her minor daughter, JACKIE)
CARTER; CRAIG & SHARON CHESNUT,)
as parents and next friend of their minor)
daughter, KAYLA CHESNUT; DONALD)
SCOTT, as parent and next friend of his minor)
daughter, SHANDI SCOTT; DONALD SCOTT,)
as parent and next friend of his minor daughter,)
SHAYLA SCOTT; LESLIE G. & JUDY A.)
PRATER, as parents and next friend of their)
minor daughter, SHAWNA PRATER;)
and on behalf of all others similarly situated,)

Plaintiffs,)

v.)

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

Defendant.)

Case No. CIV-97-843-T

CLASS ACTION

DOCKETED

FILED

SEP 20 1999

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKLA.
BY _____ DEPUTY

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into between the above-captioned Plaintiffs individually and in their capacity as representatives of a class of individuals described as, "[A]ll present and future female students enrolled at Guymon Public Schools who participate,

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seek to participate, or are deterred from participating in interscholastic and other school-sponsored athletics at Guymon Public Schools" (the "Class") and Defendant Independent School District No. 8 of Texas County, a/k/a Guymon Public Schools ("Guymon" or "District"). Mel Yates was previously named as a Defendant in this action; however, Plaintiffs' claims against said defendant were dismissed. No John Doe defendants were named during the course of the litigation and no additional defendants will be named as parties to this case.

This Agreement settles each of the claims stated in the Complaint in the captioned case alleging gender discrimination. Plaintiffs and the District shall enter into an agreed Stipulation of Dismissal With Prejudice and shall file same within five (5) days after payment of attorney fees and costs as provided below, and Plaintiffs shall execute, on behalf of the class, a release in the form attached hereto as Exhibit "A." The term "claims" as used in this Agreement means all claims asserted in the Complaint or all claims which could have been asserted through the date of this Agreement.

I. PRELIMINARY STATEMENT

The parties to this Agreement agree that the School District is bound by the requirements of Title IX of the Education Amendments of 1972. 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. The parties concur that increasing participation opportunities, combined with affording equal treatment and benefits to female students, is essential to Title IX compliance. 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.

Accordingly, the parties have approved this Agreement with the purpose of desiring to stimulate and accommodate the interest and participation of female students in athletics.

This Agreement applies to the members of the Class as described in the opening paragraph of this Agreement.

II. GENERAL PRINCIPLES

Guymon agrees to comply with the general mandates of Title IX, its Regulations, and its Interpretive Guidance.¹ The District agrees to take specific actions to insure that the mandates of Title IX are met. The District also agrees to institute a periodic survey of student interest to insure that female student participation interest and opportunities are identified and, when appropriate, accommodated. The District agrees that its discrimination grievance procedure shall be available to students and employees who believe that Title IX's requirements related to public school athletic programs have not been met.

A. PARTICIPATION

1. Guymon shall make reasonable efforts to encourage increased female participation in school-sponsored sports. These efforts shall include: notifying female students of sports offered; insuring that interested female students have information available regarding scheduled try-outs for school sports; public announcing of Guymon's support for female athletics; and

¹ Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et. seq.* (1988); OCR Regulations "Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance." 34 C.F.R. §106 (1994); and Related Policy Guidance.

educating of students regarding the District's Title IX athletic program obligations and the manner in which the procedure governing complaints can be used.

2. The District agrees to take affirmative steps to increase the participation of female students in the District's athletic program.

3. Guymon shall conduct a student interest survey during the last quarter of the school year, as further set out below, for the purpose of ascertaining the level of interest in existing sports or in sports which are not currently offered by the District. A student interest survey was conducted during the 1997-1998 school year and another survey shall be conducted in the 1998-1999 school year and every other year thereafter. The District shall consider the results of the survey along with the opportunity for competition which realistically exists, and current participation levels of females in interscholastic and intramural athletics in determining whether to add female teams to existing sports, add new female interscholastic sports, or add female intramural sports. When interscholastic competition is available and warranted by the numbers of students participating in a sport, the District shall make reasonable effort to ensure that the maximum number of competitive opportunities are available to female participates. When the maximum available games are not played, the coach shall document any reasons(s) for not completing a full schedule of competition opportunities.

4. The reference in this Agreement to "intramural" opportunities refers to the provision of intraschool competitive sports opportunities based on student interest, where interscholastic competition is not available. If an intramural program is needed, Guymon shall initiate its intramural plan effective with the 1998-99 school year. Intramural sports activities

may be discontinued as to any sport, at such time as the District provides interscholastic competition.

5. Guymon has included fast pitch softball as a new sport available to female students at the High School level. Guymon shall add fast pitch softball on an intramural basis on the Junior High level in the Spring of 1999. Thereafter, Junior High fast pitch softball shall occur in the Fall of 1999 and subsequent years. As soon as competition is available from other schools, Guymon shall provide interscholastic Junior High fast pitch softball.

6. In connection with any interscholastic sport offered to females, if a sufficient number of females are "cut" from any existing team, Guymon shall make a good faith effort to establish a new team at the appropriate level of athletic performance, in order to accommodate the participation interest of cut players. Guymon shall make a good faith effort to provide a meaningful competitive schedule or other competitive outlet for females who have shown interest in participation but who have been "cut" from a team. For example, Guymon may provide intramural opportunities, as described in paragraph 4 above, to meet these obligations. The term "cut" as used in this Agreement means that a female student is removed from a team roster by the team's coach due to perceived lack of skill of the student as compared to other members of the team, or due to insufficient roster space at the particular level of the sport to accommodate the student.

7. Guymon shall review all of its policies related to athletic participation or participation in extracurricular activities which may affect the opportunity of a female student to participate in a sport or to participate in more than one sport. Policies shall be adopted to encourage girls' sports participation at all levels. Whenever possible and feasible within the

school schedule and the underlying requirements of an activity (whether athletic or non-athletic), reasonable efforts shall be made to permit female students an opportunity to participate in one or more athletic activities and also participate in nonathletic activities. For example, cheerleader or pompon participants should not be excluded from participating in interscholastic or intramural sports by policies or practices which would require them to select one activity over the other for the entire academic year.

B. TREATMENT AND BENEFITS

1. The District agrees to establish a system of accounting for expenditures for male and female sports. An expenditure report shall be available from the District, upon written request, within twenty days following the closure of the District's fiscal year, which shall show for each sport the amount expended by the District with respect to the sport. An individual requesting this information shall pay the District's customary cost for records. Sources for expenditures which must be accounted for include, but are not limited to, general fund revenues, booster club donations, or other third party donations. The District agrees that it has the responsibility to equitably support boys' and girls' sports.

2. The District shall provide the basic equipment and supplies related to school sponsored sports. In some instances students may, with the permission of assigned coaches, choose to use their personal equipment or supplies or to donate certain types of equipment and supplies to the school. However, female students (like male students) are not required to provide basic equipment and supplies and the District acknowledges that the District shall provide equipment and supplies to female teams that are applicable to school sports and that are of like quality to equipment and supplies provided to the District's male athletes.

3. Guymon shall provide all female athletes with uniforms comparable to that which it provides to its male athletes. Uniforms for either gender shall not be replaced on a more frequent basis than the uniforms of the sports of the other gender unless the wear and tear on uniforms or other gender neutral factors clearly require such replacement. The District shall provide student athletes with a basic uniform applicable to the sport in which the student participates and which is sponsored by the school. The District shall also ensure that coaches are aware that uniforms of teams shall be of similar quality and that uniforms selected and furnished to female athletes shall not be inferior in quality to the uniforms furnished to male athletes. Similarly, the policy of passing uniforms from one level of team to another (i.e. from Varsity to Junior varsity) shall be the same for boys and girls teams. The District shall also inform District coaches that coaches are not to make a decision to have students or their parents purchase uniforms rather than utilize a school provided uniform.

4. The District acknowledge the interest of male and female athletes in securing the last hour of the school day for athletics without the burden of having to forego academic offerings in order to participate in last hour athletics. Accordingly, for the 1998-99 school year, the District has established a schedule for the Junior High and High School that ensures that male and female students are treated equally with respect to scheduling of opportunities for practice. The District shall continue to ensure this equal treatment. This may be accomplished by assigning all athletes to athletics during the last hour of the school day, or by rotating boys and girls in the scheduling of last hour athletics. However, the schedule chosen must ensure that females have an equal opportunity to enroll in and participate in sports training and practice

opportunities on the same schedule as is available to males. Similarly, participants in all sports shall receive credit, if any, on a gender neutral basis.

5. Basketball games shall be scheduled in a manner which provides males and females an equal opportunity to play at the most desirable game times. This may be accomplished, at the District's option, by alternating game times from one game night to the other or by alternating schedules from one year to the next. Softball games may be scheduled even if they conflict with football games.

6. Female athletes shall be treated in the same manner as male athletes with respect to travel, meals, and lodging. This means that females who have opportunities, based on team achievement, to participate in tournaments shall be given the same consideration as males who have that opportunity. 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. Local travel arrangements involving games, practices, or both shall be handled in a manner which is gender neutral. Travel arrangements may be affected by the availability of transportation, the competition for a limited number of buses or vans, the number traveling, the distance involved in traveling, the timing of travel arrangements, and an assortment of other factors. However, gender shall not be a determining factor in travel arrangements, food, or lodging available to student athletes.

7. The 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. The Districts must utilize a nondiscriminatory system for attracting coaches for all of its teams, recognizing that this may result in teams that have coaches of dissimilar experience

and background. The same procedures must be used for publicizing openings, interviewing candidates, and selecting successful candidates for girls' teams as compared to procedures used for selecting coaches for boys' teams. The District shall ensure that salary applicable to coaching duties is gender neutral. The District shall make reasonable efforts to advertise the position and seek the best qualified individual for the position when selecting a coach for female team sports as the District uses in selecting a coach for male team sports. Guymon shall allow utilization of volunteer coaches in the same manner for female team sports as for male team sports. Plaintiffs seek through this provision to emphasize the importance of seeking experienced coaches for female sports and doing so in a manner which does not treat female and male sports differently because of the gender of the team members.

8. The District acknowledges its obligation to establish a ratio of coaches to students that is comparable for male and female teams. For example, if the boys' baseball team has three coaches, then the girls' softball team shall have three coaches, unless there are significantly fewer female softball players. Accordingly, with the 1998-99 school year, the District shall ensure that baseball and softball are treated the same with respect to the ratio of coaches to students. Assistance coaches shall be assigned to teams on the basis of gender neutral considerations. In instances involving comparable sports such as boys' and girls' basketball (as well as others which have male and female teams), teams with comparable participation numbers shall have a similar level of paid coaching support.

9. Guymon shall provide comparable athletic facilities for male and female athletes based on the sports offered, taking into consideration the nature and needs of the particular sport and the District's need to engage in long-term planning related to construction of new facilities

or major renovation of existing facilities. Facilities must be available to student athletes without regard to gender differences that are not justified by the intended use or purpose of the facilities. Guymon shall insure that preferential use of facilities, except in the case of dressing, locker, or restroom facilities, shall not be scheduled based on gender. Permissible considerations may include the sport in season, the relationship between a particular sport and a specific facility, and similar considerations that are gender neutral. Accordingly, Guymon shall insure that girls' and boys' teams have equitable access to large and small school gyms, and equivalent dressing and locker rooms considering the number of students served, unique aspects of various sports, the necessity of locker rooms, and similar gender neutral factors. The facilities shall be reviewed to ensure that the locker rooms available to males and females are comparable with respect to amenities including sinks, showers, hot water, and similar features.

10. Coaches for both genders shall coordinate use of facilities which permits female teams a substantially equal opportunity to utilize the District's available gyms. In instances where the District has more than one gym and one of the gyms is considered more desirable, the superior location shall be equally available to both teams. This may be accomplished by designation of a schedule that ensures equal access to school gyms or through alternative means that ensure that one team's use of a more desirable facility does not predominate over another team's use for reasons having to do with the gender of the team. It is permissible under this section for coaches to agree to use that may vary from a strictly proportionate use of the facility -- as long as any agreement is based on gender neutral factors. A coach or student athlete who feels that he or she has been denied equal opportunity to use the gym may file a grievance to challenge

what the coach or student athlete may believe is unequal treatment based on the gender of the team.

11. The District has weight rooms available at the Junior High and the High School level. Weight rooms shall include equipment appropriate for strength and conditioning training for female athletes. Weight rooms shall be equipped with weights appropriate for female athletes. In order to facilitate meaningful use of the facilities, the District shall ensure that coaches of female teams receive specific instruction regarding the value of strength and conditioning. Weightlifting class instructors shall receive instruction regarding proper weightlifting techniques for female athletes. This is with the expectation that coaches shall take into consideration the benefits of this training to females and shall include, to the extent reasonable, strength and conditioning instruction as part of sports-related curriculum. The District shall ensure that female athletes are aware of the benefits of strength and conditioning activities.

12. The District shall publish to students at least once at the beginning of the 1998-99 school year its commitment to equal participation opportunities and treatment and benefits for male and female students. The District has a grievance procedure which can be used for reporting possible gender inequity with respect to the District's sport offerings, and the identity, address, and telephone number of the District's Title IX Compliance Officer. A summary of this Agreement shall be published and distributed by the Guymon School District, designed to achieve widespread distribution to the patrons of the School District.

13. Guymon shall promote and publicize female sports and shall encourage individual female team coaches to utilize available opportunities to publicize female sports involvement and accomplishments. This means that Guymon shall give equivalent attention to the female teams

in connection with school announcements, advertisements, assemblies, signage, school publications (such as the paper, yearbook, letters to parents), pep rallies, and other opportunities to publicize female involvement in sports. For example, if a television show highlights football, the District shall ensure that girls sports receive similar publicity. Similarly, if plaques or signage are used to highlight accomplishments of a boys team, girls teams shall receive similar treatment. To the extent that Guymon or any of its employees contacts the media regarding the results of school-sponsored athletic competition, the District and its employees shall equitably provide such assistance and information for the sports of both genders. Similarly, in instances where media guides and other information are prepared for the media or other organizations, the District shall provide such items for the teams of both genders in a similar format and comparable size. When public address systems are used to announce upcoming athletic events, the District shall ensure that comparable announcements are made regarding the upcoming events of both genders. The District is not required to print and/or pay for the publication of competitive schedules. However, to the extent that schedules are printed or paid for by Guymon, booster clubs, or others, they shall be provided on a comparable basis to the teams of both genders.

14. When Guymon elects to provide training and/or medical services, it shall ensure that such services are provided equitably to the teams and athletes of each gender, taking into consideration the nature of the sport and the necessity for these services.

15. Guymon relies on the contributions of time, money, equipment and supplies that come from individual donors, organizations such as booster clubs, businesses, parents and others. The District desires to retain the enormous benefits provided by private as well as public donors. However, the District shall not permit an infusion of non-school monetary and non-monetary

contributions to result in programs which are unequal. The District has a responsibility to monitor contributions and the effect contributions have on school-sponsored sports. The District recognizes that it has the responsibility to ensure that boys and girls sports are supported equitably.

16. The District presently provides a competitive practice and competition facility for the baseball team. The District shall provide a practice and competition facility for the softball team on campus, and the District shall make a good faith effort to have the field competition ready on or before August 1, 1999. Although the District anticipates that the field will be competition ready before August 1, 1999, in the event that it is not, the District shall make arrangements for a practice and competition field until completion of the permanent field.

OTHER PROVISIONS

Guymon has an employee of the District who is designated as its Title IX Compliance Officer. The Compliance Officer shall be responsible for ensuring the District's compliance with Title IX, the Regulations, and the Policy Interpretations. The Compliance Officer shall also have specific duties. The specific duties shall include the periodic survey of student interest in sports participation. The survey and the compilation of results shall be made available to any person for inspection within five (5) business days after a written request for the same. A copy of the survey and results shall be made available for any person who pays the District its normal and customary copy expense.

The Compliance Officer shall, on an annual basis, compile and retain for inspection financial data about Guymon's interscholastic and other school-sponsored sports programs which

details all revenues produced sport-by-sport and expenditures made in connection with each sport, and shall make the same available for inspection as described in B.1. The financial accounting shall include expenditures pertaining to equipment, coaching, travel, supplies, facilities and any other factors listed in 34 C.F.R. § 106.41(c). A copy of the data shall be made available for any person who pays the District its normal and customary copy expense.

The Compliance Officer shall schedule annual educational seminars for Guymon teachers and administrators which explain the mandates of Title IX herein described. The seminar for employees shall occur during the first quarter of each year. Additionally, the Compliance Officer shall be responsible for insuring, on an annual basis, that interested parents or guardians are provided an opportunity to understand the application of Title IX to the District's athletics program. This may be accomplished through mailings, seminars or in other ways calculated to educate interested parents or guardians regarding the District's programs and legal mandates in this area.


The Compliance Officer shall insure distribution of the District's grievance procedure to District employees, parents and students in a manner designed to achieve widespread publication.

In the event that a party believes that there has been a default of an obligation under this Agreement, such party shall take its complaint through the District's Grievance Procedure applicable to claims of discrimination. If the grievance process does not produce a mutually agreeable resolution, either party may present its claims directly to the Court and seek any relief authorized by law.

The parties agree that the District shall pay the reasonable costs and attorneys' fees incurred in connection with this lawsuit to Ray Yasser and Samuel J. Schiller as determined by

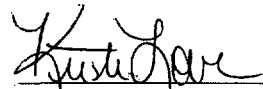
the Court or by agreement of the parties within forty-five (45) days of such determination or agreement.

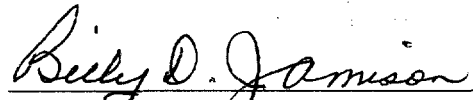
ENTERED into this 20 day of Sept, 1999.


RALPH G. THOMPSON, JUDGE OF THE
UNITED STATES DISTRICT COURT

READ AND AGREED TO:


ROBERT LOVE

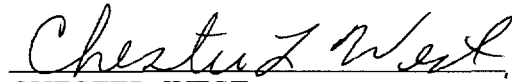

KRISTI LOVE


BILLY D. JAMISON



APRIL L. JAMISON


GARY PARISH


KAREN PARISH

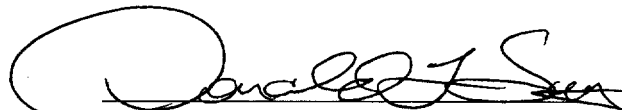

CHESTER WEST


LADELLE WEST

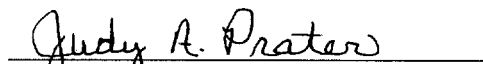

CRAIG CHESNUT

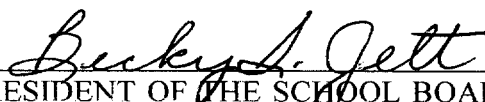

SHARON CHESNUT


BEVERLY FRANK

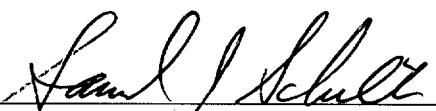

DONALD SCOTT



LESLIE G. PRATER


JUDY A. PRATER


PRESIDENT OF THE SCHOOL BOARD

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