

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into effective for all purposes and all respects as of the <sup>August</sup> 13 day of July, 2012, by and between Megan Archie, Stephanie Brownlee, Clarisa Dukes, Chalyssa Roberts, Robyn Starks, Josie Toliver, and Zakiyya Vincent ("STUDENTS") and Fort Valley State University ("FVSU") (collectively the "PARTIES").

1. On or around March 26, 2012, the FVSU administration called all of the players and coaches of the FVSU women's volleyball team to a meeting where it announced that, effective immediately, the administration had eliminated the volleyball team and all of the players' scholarships.
2. On June 27, 2012, STUDENTS served a demand letter on FVSU President Larry Rivers and Special Assistant to the President for Compliance Denise Eady, alleging that the elimination of the volleyball team constituted sex discrimination in violation of Title IX of the Education Amendments of 1972. FVSU does not admit the allegation, however. FVSU and STUDENTS have been in ongoing settlement negotiations.
3. As a result of these negotiations, FVSU has agreed to the following specific terms and conditions.
4. Upon execution of this Agreement by PARTIES, FVSU shall reinstate women's volleyball as a fully-funded intercollegiate athletic team, and, to that end, shall:
  - a. Send written notice of reinstatement to members of the 2011-12 season women's volleyball team no later than August 2, 2012;
  - b. Reserve a position on the roster for all student-athletes who participated on the women's volleyball team in the 2011-12 season, subject to NCAA eligibility criteria;
  - c. Provide each returning student-athlete who participated on the women's volleyball team and received aid during the 2011-2012 season with athletic student aid for the 2012-2013 season in an amount equal to or greater than the amount of athletic student aid provided for the previous season;
  - d. Use reasonable efforts to hire a head coach for the women's volleyball team who has experience coaching volleyball comparable to the experience of head coaches of men's athletic teams at FVSU, to begin coaching no later than August 25, 2012;
  - e. Provide compensation for the head coach of the women's volleyball team comparable to that provided to the head coaches of men's athletic teams at FVSU with comparable responsibilities, experience, and team size;
  - f. Utilize athletics staff that has previously coached volleyball to coach the women's volleyball team on an interim basis until such time as FVSU is able to hire a head coach for the women's volleyball team;


- g. Guarantee that the interim coach(es) (or, as applicable, the head coach) will conduct regular practices for the women's volleyball team beginning on or immediately after August 6, 2012;
  - h. Provide the women's volleyball team reasonable access to the gym at reasonable times for training and practices during the week of August 6, 2012, and continuing thereafter for the duration of the volleyball season;
  - i. Provide free housing for returning student-athletes who participated on the women's volleyball team during the 2011-2012 season as needed prior to the start of the 2012-13 school year to allow the athletes to attend pre-season training;
  - j. Guarantee that the interim coach(es) (or, as applicable, the head coach) will conduct tryouts for the women's volleyball team starting no later than August 21, 2012;
  - k. Advertise try-outs for women's the volleyball team no later than July 30, 2012, by posting information prominently on the FVSU sports webpage and FVSU main webpage, posting flyers in residential halls and student common areas on campus, and sending notifications through social media outlets;
  - l. Guarantee that that the women's volleyball team has a full slate of conference games for the 2012-13 season, including conference and cross-conference tournaments.
5. FVSU shall provide the facilities and equipment necessary for the women's volleyball team to train and compete as an intercollegiate team.
- a. Immediately following tryouts on August 21, 2012, FVSU will have each of the players sized for the following equipment, to be provided prior to the first competition of the season:
    - i. Shoes;
    - ii. Kneepads;
    - iii. Spandex tights;
    - iv. Uniforms;
    - v. Warm-up sweatsuits;
    - vi. Duffle bags.
  - b. Prior to the first practice, FVSU will provide each member of the team with a practice t-shirt.

- c. FVSU also agrees to provide all other equipment necessary for volleyball competition, including, but not limited to, a volleyball net in working condition, volleyballs, and ankle braces as prescribed by the athletic trainer.
6. No later than the first day of practice, FVSU shall provide the women's volleyball team with exclusive use of a locker room and a secure facility to store team equipment throughout the duration of the volleyball season.
7. FVSU shall guarantee that the women's volleyball team will not have to unreasonably share the gym with others during practice times or games.
8. FVSU will provide transportation for the women's volleyball team that is comparable to that provided other FVSU teams and in accordance with FVSU travel policies.
9. Effective immediately, FVSU shall provide the women's volleyball team with an annual student aid budget, including out-of-state tuition waivers, comparable to the budget provided to men's teams at FVSU. For all athletic teams, FVSU currently provides a student aid budget equal to 40% of the maximum allowed by NCAA rules. FVSU shall provide counsel for STUDENTS with documentation to demonstrate that the women's team budget is comparable no later than August 1, 2012.
10. Effective immediately, FVSU shall publicize all women's athletic teams in the same manner that it publicizes the men's teams, which includes scrolling the teams' schedules on the athletics website, printing the schedules in program books, utilizing collective pocket schedules and public address announcements, and organizing radio interviews with the head coaches of each team.
11. FVSU agrees not to retaliate against STUDENTS for challenging FVSU's elimination of the volleyball team or asserting their rights under Title IX of the Education Amendments of 1972.
12. The PARTIES agree to negotiate in good faith with regard to reasonable and appropriate attorneys' fees and costs.
13. The PARTIES agree that all of the above obligations are material terms of this Agreement.
14. In consideration for compliance with all material terms of this Agreement, STUDENTS agree not to file suit against FVSU or the University System of Georgia Board of Regents for any injury arising from the March 26, 2012 elimination of the women's volleyball team. Should FVSU fail to fulfill any of the obligations set forth above, STUDENTS reserve the right to seek appropriate legal relief.
15. The persons who have executed this Agreement represent and warrant that they understand all the terms of this Agreement, that they are duly authorized and permitted to enter into this Agreement on behalf of the respective party for whom they are signing, and that they enter into this Agreement voluntarily.

16. The PARTIES jointly drafted this Agreement, and it should be interpreted in that light. A faxed/electronically transmitted copy of this Agreement, bearing the faxed/electronically-transmitted signatures of all signatories hereto, may be used in lieu of an original. This Agreement may be executed in counterparts, with the sum of the counterparts acting as one fully-executed original.

It is so AGREED.

FORT VALLEY STATE UNIVERSITY:

Signature:   
Printed Name: Willie L. Williams  
Title: Vice President Student Affairs

STUDENTS:

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Megan Archie

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Stephanie Brownlee

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Clarisa Dukes

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Chalyssa Roberts

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Robyn Starks

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Josie Toliver

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Zakiyya Vincent

APPROVED AS TO FORM AND CONTENT:



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Charles E. Jones  
Deputy FVSU Legal Officer



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Spencer Wilson  
PUBLIC JUSTICE, P.C.  
Attorney for STUDENTS

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Mary Helen Moses  
Mary Helen Moses, Esq.  
Attorney for STUDENTS

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Josie Toliver

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Zakiyya Vincent

APPROVED AS TO FORM AND CONTENT:

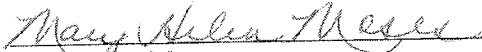
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Charles E. Jones  
Deputy FVSU Legal Officer

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Spencer Wilson  
PUBLIC JUSTICE, P.C.  
Attorney for STUDENTS

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Mary Helen Moses  
Mary Helen Moses, Esq.  
Attorney for STUDENTS

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FORT VALLEY STATE UNIVERSITY:

Signature: Megan Archie  
Printed Name: Megan Archie  
Title: Student-Athlete

STUDENTS:

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Megan Archie

\_\_\_\_\_  
Stephanie Brownlee

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Clarisa Dukes

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Chalyssa Roberts

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FORT VALLEY STATE UNIVERSITY:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STUDENTS:

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Megan Archie

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Stephanie Brownlee

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FORT VALLEY STATE UNIVERSITY:

Signature: Clarisa Duke  
Printed Name: Clarisa Duke  
Title: \_\_\_\_\_

STUDENTS:

\_\_\_\_\_  
Megan Archie

\_\_\_\_\_  
Stephanie Brownlee

Clarisa Duke  
Clarisa Duke

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Chalyssa Roberts

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Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STUDENTS:

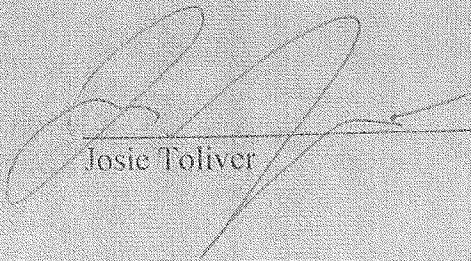
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Stephanie Brownlee

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Clarisa Dukes

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Chalyssa Roberts

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/s/ Robyn Starks  
Robyn Starks



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Josie Toliver

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Zakiyya Vincent

APPROVED AS TO FORM AND CONTENT:

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Charles E. Jones  
Deputy FVSU Legal Officer

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Spencer Wilson  
PUBLIC JUSTICE, P.C.  
Attorney for STUDENTS

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Mary Helen Moses  
Mary Helen Moses, Esq.  
Attorney for STUDENTS

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Josie Toliver

/s/ Zakiyya Vincent  
Zakiyya Vincent

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Deputy FVSU Legal Officer

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