



## SETTLEMENT AGREEMENT

The Florida High School Athletic Association, Inc. (the "Association"), Silvana Cook, Shari Robinson, Ernestine Brewer, Scott Pirie, Gretchen Goodlet, and Omar Pasolodos, on behalf of themselves and on behalf of their minor daughters (collectively the "Plaintiffs") make the following settlement agreement (the "Agreement"):

A. The Plaintiffs on their behalf and on behalf of their minor daughters filed a lawsuit against the Association, *Silvana Cook, et al., v. Florida High School Athletic Association*, U.S. District Court, Middle District of Florida, Jacksonville Division, Case number: 3:09-cv-547-TJC-HTS (the "Lawsuit").

B. The Lawsuit includes allegations about the Association's Policy 6 (referenced as "Policy 6") as adopted by the Association's Board of Directors.

C. The Plaintiffs and the Association desire to settle and resolve all claims for relief alleged in the Lawsuit.

Therefore, the Plaintiffs and the Association agree as follows:

**Section 1: Compliance with Law.** The Association will comply with all state and federal nondiscrimination laws and policies that are applicable to state athletic associations, including the Florida Educational Equity Act, the Equal Protection Clause of the U.S. Constitution, and Title IX of the Education Amendments of 1972 (including its interpreting regulations and the 1979 Policy Clarification).

### **Section 2: Retaliation prohibited.**

A. The Association, including its employees and agents, will not retaliate against any of the Plaintiffs, Plaintiffs' children, anyone who played a role, formally or informally, in the Lawsuit, or anyone else who reports or complains about a violation of the laws, regulations or policies outlined above.

B. The Association further agrees to affirmatively inform its employees, agents and member schools that retaliation for participation in the Lawsuit is contrary to law, a violation of this Agreement, and contrary to the Association's policies.

C. Any person charging retaliation under this section may bring his or her charge directly to the Association's Infractions Appeals Committee for consideration and response. The Chair of the Infractions Appeals Committee shall first decide whether the charge is credible and persuasive. If so, the entire Infractions Appeals Committee shall consider and decide the merits of the charge. In considering the charge, the Infractions Appeals Committee shall conduct an inquiry into the claim, may hold hearings as needed, shall determine whether retaliatory act has occurred, and shall prescribe remedies as it deems appropriate. The decision of the Infractions Appeals Committee on a charge of retaliation under this section shall be final.



D. Any person charging retaliation is also entitled to pursue other remedies at law.

### **Section 3: Changes to Policy 6.**

A. The Association will not make changes to Policy 6 in a manner that treats one gender differently from the other. For purposes of this section, any change that causes an adverse impact on proportionately more of one gender than on the other shall constitute a violation of this section. Sports participation opportunities and benefits are to be measured by the girls and boys actually playing sports, not by including illusory opportunities they could potentially play.

B. The Association will fully evaluate whether one gender is being treated differently from the other before implementing any change to Policy 6. This evaluation shall be conducted before any such change to Policy 6 is considered or adopted by the Association's Board.

C. The Association shall give at least two weeks advance written notice of any proposed change to Policy 6 to the following person: Nancy Hogshead-Makar c/o Florida Coastal School of Law, 8787 Baypine Road, Jacksonville, Florida 32256. The basis for the proposed changes shall be provided with the written notice.

D. The Association, shall within ten (10) business days from full execution of this Agreement, provide to Plaintiffs' counsel a list of member schools known to the Association to have made changes to their schedules following adoption of the amended Policy 6 in April 2009 and did not return to the pre-April schedules following rescission of the amended Policy 6 in July 2009.

### **Section 4: Training.**

A. At the Association's Representative Assembly in January 2010, the Association will provide training to the attendees about their obligations under Title IX and other applicable gender equity laws. Such training shall be one hour in length and presented to the entire assembly in one session and as a single group.

B. At the Association's Compliance Seminars scheduled for July 2010 and scheduled annually thereafter through Summer 2015, the Association will provide training to the attendees about their obligations under Title IX and other applicable gender equity laws. For the Compliance Seminars during the summers of 2010, 2011, and 2012, the training shall be in one hour segments presented to all participants in one session and as a single group, without competing seminars or events. In the years thereafter, the Association may hold the training in 50 minute segments as part of its usual concurrent sessions.

C. All training required by this Section shall be conducted by a qualified trainer selected by Plaintiffs' counsel, with agreement of the Association. It is understood that the trainer will be a civil rights, education, or Title IX attorney.



D. The Association shall be responsible only for paying reasonable travel expenses for the trainer, including reasonable charges for air fare (coach), meals, and transportation.

E. All training required by this Section shall be recorded by video and audio. Beginning in September 2010 and thereafter, the most recent training session, including the recording and materials, shall be posted to the Association's website so that the training session and all materials are available for viewing by any interested person.

**Section 5: Publication of this Agreement.**

A. The requirements of this Agreement shall be explained in writing to all of the Association's management employees and board members.

B. The Association will make copies of this Agreement and make them available to the public on request. The Association also will post a copy of this Agreement to its website through the calendar year 2015.

C. The terms of this Agreement will not be considered confidential.

**Section 6: Notice of violation and opportunity to cure.** In the event that Plaintiffs have reasonable grounds to believe that the Association has violated Sections 4 or 5 of this Agreement, they shall give the Association at least thirty (30) calendar days written notice of the alleged violation and an opportunity to cure the alleged violation within that time frame before instituting legal action to compel enforcement of this Agreement. Written notice of violation under this section shall be delivered by facsimile, email, or certified mail to the Association's executive director and notice shall be considered given on receipt.

**Section 7: Monetary damages.** The Plaintiffs hereby waive, relinquish and give up all claims arising out of this litigation against the Association for monetary damages, including compensatory damages, consequential damages, and punitive damages.

**Section 8: Payment of legal fees and costs.** The Association shall pay to the Plaintiffs' attorneys the sum of \$41,200 as attorneys' fees and legal costs. This sum shall be paid by the Association within fourteen (14) business days from full execution of this Agreement by all parties.

**Section 9: Release by Plaintiffs.** In consideration of the covenants and promises made in this Agreement, the Plaintiffs (on their behalf and on behalf of their minor children, personal representatives, and any other person or entity who may be entitled to make a claim on their behalf) fully and freely release and discharge the Association and its employees, officers, and board members, from all claims, charges, actions and causes of action pursued in the Lawsuit up and until the date of execution of this Agreement.



### **Section 10: Dismissal of Lawsuit.**

A. The Plaintiffs and the Association hereby stipulate for the dismissal of the Lawsuit, without prejudice, each party to bear its own attorneys fees and costs except as otherwise stated in this Agreement. The respective legal counsel for Plaintiffs and for the Association will sign and file the necessary stipulation to effectuate this section pursuant to Rule 41(a), Federal Rules of Civil Procedure, along with a request for the Court to enter an order of dismissal per this Agreement.

B. The parties to this Agreement stipulate for the Court to retain jurisdiction through the calendar year 2010 for the enforcement of this Agreement. Such stipulation shall be included in the submission to the court regarding dismissal pursuant to Rule 41(a) as stated above.

### **Section 11: Remedies.**

A. Any minor child, by and through his or her legal guardian, who participates in sports at any school that is a member of the Association, has standing to enforce the provisions of this Agreement.

B. In any action or proceeding to enforce the requirements of this Agreement, the court, in its discretion, may allow the prevailing party a reasonable attorney's fee as part of the costs. It is the intent of the parties to this Agreement that this provision for attorney's fees be interpreted in a manner consistent with federal case law involving a Title VII action. *See Christiansburg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

C. The parties to this Agreement stipulate and agree that the terms, conditions and covenants of this Agreement may be enforced by injunctive relief by a court of competent jurisdiction. The parties further agree that no bond will be required for such injunctive relief and stipulate to an expedited hearing on any such request made to a court.

D. The remedies outlined in this section are cumulative with any other remedy available at law or equity, and should not be construed to limit the available remedies in any way.

**Section 12: Term of Agreement.** Except as otherwise stated in this Agreement for a particular covenant or obligation, the term of this Agreement shall run through December 31, 2015.

### **Section 13: Miscellaneous.**

A. This Agreement represents the entire agreement of the parties. There are no oral promises, representations or agreements outside the express agreements set forth in writing in this Agreement.

B. This Agreement may not be amended, modified or changed in any way except by written document executed by each of the parties to this Agreement.



C. The parties to this Agreement intend that this Agreement is an accord and satisfaction of all claims made in the Lawsuit.

D. The parties hereto agree that this Agreement shall not be construed for or against any party hereto because that party drafted all or part of this Agreement.

E. Each party to this Agreement acknowledges that he or she had adequate opportunity to read and understand this Agreement in full.

F. This Agreement shall be governed and construed under the laws of the United States of America and under the law of Florida.

G. The date of execution of this Agreement shall be deemed to be that date on which all parties to this Agreement have signed where indicated below and a copy of the fully executed Agreement has been furnished to the Association.

**FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.**

By: *Robert DeLooney*  
Its: EXECUTIVE DIRECTOR  
Dated: 10.14.09

SILVANA COOK, on behalf of her minor daughter,  
*Silvana Cook*  
Dated: 10/6/09

SHARI ROBINSON, on behalf of her minor daughter,  
*Shari Robinson*  
Dated: 10/7/09

ERNESTINE BREWER, on behalf of her minor daughter,  
*Ernestine Brewer*  
Dated: 10/6/2009

SCOTT PIRIE, on behalf of his minor daughter,  
*Scott Pirie*  
Dated: 10/7/09



GRETCHEN GOODLET, on behalf of her minor daughter,

*[Signature]*  
Dated: 10/10/09

OMAR PASOLODOS, on behalf of his minor daughter,

*[Signature]*  
Dated: 10/7/09

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