

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHEASTERN DIVISION**

Martella Tyler, as parent and next friend of )  
her minor daughters, K.H. and S.T., )

Case No. 5:18-cv-00958-MHH

Plaintiff, )

v. )

Huntsville City Schools Board of )  
Education, a/k/a Huntsville City Schools; )  
and Does 1 through 50, )

Defendants. )

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between Martella Tyler, as parent and next friend of her minor daughters, K.H. and S.T., (hereinafter “Plaintiff”) and the Huntsville City Board of Education, (hereinafter “the Board”).

WHEREAS, Plaintiff and Defendant desire to avoid the uncertainty, time, and expense of maintaining and defending a lawsuit;

NOW THEREFORE, intending to be legally bound hereby, the Board agrees to take specific actions and/or make commitments to ensure that the mandates of Title IX

are complied with immediately unless another timeline is specifically stated, as follows:

1. The Board agrees that it has the responsibility to equitably support Lee High School girls' and boys' sports. The Board agrees to monitor contributions and the effect contributions have on Lee High School sports. The Board agrees that Lee High School girls' and boys' sports shall be supported equitably and funded on a gender-neutral basis regardless of the source of funding, whether school funds, contributions from boosters, or other third-party donations.
2. It is understood and acknowledged by the Parties hereto that the Board relies on the contributions of time, money, equipment and supplies that come from organizations such as booster clubs, businesses, individual donors, parents and others. The Board desires to retain the enormous benefits provided by private as well as public donors. However, the Board shall not permit any infusion of non-school monetary or non-monetary contributions to result in Lee High School sports programs which are inequitable.
3. The Board shall ensure that the softball program at Lee High School is provided the following treatment and benefits equivalent to what is provided for the baseball program at Lee High School, on or before January 1, 2020:

- a. Field fencing;
- b. Bullpens;
- c. Bullpen fencing;
- d. Spectator seating to include the following:
  - i. 2 spectator bleachers;
  - ii. 25 seats for reserved seating to be placed in the bleachers;
  - iii. Handrails; and
  - iv. Concrete on both sides of spectator seating area.
- e. Sidewalk to concession stand/restroom area;
- f. Infield maintenance;
- g. Infield tarp and storage roller;
- h. Fertilize and reseed outfield grass yearly;
- i. Proper drainage;
- j. Outfield fence wind screen;
- k. Scoreboard;
- l. Warning track;
- m. Distance marker signs;
- n. Foul poles;
- o. Add two flag poles;

- p. Portable batting cage;
  - q. Adequate storage;
  - r. A new PA/speaker/sound system for the press box;
  - s. Test lighting and provide new lighting if needed;
  - t. A new pitching machine;
4. The Board shall ensure that the softball program at Lee High School is provided the following treatment and benefits equivalent to what is provided for the baseball program at Lee High School, on or before September 1, 2020:
- a. Perimeter fencing with brick columns and archway
  - b. New dugouts to include the following:
    - i. Electricity;
    - ii. Netting;
    - iii. New seating; and
    - iv. Hooks, bat racks and helmet racks;
  - c. Backstop to include the following:
    - i. New netting for backstop;
    - ii. Brick foundation for backstop;
    - iii. New padding on backstop foundation;

5. The Board shall ensure that the softball program at Lee High School is provided the following treatment and benefits equivalent to what is provided for the baseball program at Lee High School, on or before December 31, 2020:
  - a. Renovations to the hitting facility to include the following:
    - i. Electrical power; and
    - ii. HVAC installation.
6. The Board agrees to provide 25 full sized lockers in the softball locker room and to ensure that appropriate supervision is provided in the building where the softball locker room is located.
7. If the Board will be unable to complete the projects outlined in paragraph 3 by the stated date due to weather or state administrative requirements, the Board shall notify Plaintiff in writing as to the specific weather conditions and dates of such weather conditions, or details of such administrative requirements, causing the delay in completing the projects.
8. Female athletes at Lee High School shall be treated in the same manner as male athletes with respect to travel, meals, and lodging. This means that Lee High School softball players will have opportunities to participate in tournaments equivalent to those provided to Lee High School baseball

players. When Lee High School softball players are presented with opportunities for out-of-state or overnight travel, the arrangements for travel shall be the same as those available to Lee High School baseball players. If pre-game meals are provided to any Lee High School male athletes, meals of the same quality and frequency shall be provided to Lee High School female athletes, including the Plaintiff's daughters.

9. The Board agrees to provide equipment, supplies and uniforms for Lee High School students who participate in school sponsored sports in a gender-neutral manner. This provision includes the quantity, quality, and replacement and/or repair of said equipment, supplies and uniforms. The Board agrees to monitor what it currently offers to Lee High School male athletes as compared to Lee High School female athletes and to make the adjustments necessary to ensure that equivalent equipment, supplies and uniforms are provided.
10. The Board shall ensure that Lee High School female athletes have equivalent scheduled use of weight rooms as compared to Lee High School male athletes. In order to facilitate meaningful use of the weight room facilities, the Board shall ensure that coaches of Lee High School female teams receive formal training regarding the value of strength and conditioning and proper

weight lifting techniques for female athletes. The weight room facilities shall have weight training equipment appropriate for use by females, including dumbbell weights of two, three, five, eight, ten, and fifteen pounds.

11. The Board shall promote and publicize Lee High School girls' sports in an equivalent manner as it does for Lee High School boys' sports and shall encourage individual Lee High School female team coaches to utilize available opportunities to publicize Lee High School female sports involvement and accomplishments. This means that the Board shall give comparable opportunities to the Lee High School female teams in connection with school announcements, advertisements, assemblies, signage, school publications (such as school paper, yearbook, letters to parents), pep rallies, sports banquets, television and radio broadcasts and other opportunities to publicize female involvement in sports. To the extent that the Board or any of its employees contact the media regarding Lee High School athletic competition, the Board and its employees shall equitably provide such assistance and information for the sports of both genders. In instances where media guides, programs, competitive schedules and other information are prepared, the Board shall provide such items for Lee High School teams of both genders in a similar format and comparable size.

12. As part of this Settlement Agreement, the Board agrees that its administrators and School Board members shall in no way denigrate the efforts of the Plaintiff in seeking equitable treatment for the Lee High School softball program, up to and including the filing of this lawsuit, any developments in this lawsuit, and its settlement.
13. 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 Board's Grievance Procedure applicable to claims of discrimination. If a resolution satisfactory to the aggrieved party is not rendered through the Grievance Procedure, the parties agree that nothing in this Settlement Agreement is meant to prevent the aggrieved party from pursuing the matter through the courts.
14. Upon execution of this Settlement Agreement, the Board agrees to pay attorney's fees and costs in the amount of \$50,525.75 to Schiller Law Firm. No other fees, costs or monetary damages of any kind or type will be due from any party to any other party, pursuant to the terms of this Settlement Agreement.

15. The Parties agree to release and by this instrument do release each other, their attorneys, insurers, assigns and successors, of any and all liabilities, actions or claims made in connection with this lawsuit which either may presently have or have had against the other existing as of the date of execution of this Settlement Agreement.
16. The Plaintiff and the Board agree to dismiss the lawsuit filed by the Plaintiff against the Board with prejudice and without further taxation of costs, since attorneys' fees and costs are addressed in paragraph 14 of the Settlement Agreement. The Parties shall enter a Stipulation for Dismissal with Prejudice which shall be filed in this matter within ten (10) calendar days of Plaintiff's receipt of all monies due in accordance with this Settlement Agreement.
17. This Settlement Agreement shall be binding on the successors, assigns, and transferees of the Board and Plaintiff.
18. In the event that this Settlement Agreement or any provision hereof is construed or determined to be ambiguous by any court of competent jurisdiction, the Parties agree that each Party, through their attorney, has contributed to the preparation of this Settlement Agreement and that the Parties have jointly written or composed the clauses contained herein, and

that no Party shall be given any advantage over the other Party under the laws of construction of instruments based upon the authorship of this Settlement Agreement.

19. It is still further understood and agreed that if any provision of this Settlement Agreement is or may be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, that provision shall be severed and the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.
20. All Parties agree to cooperate fully to execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.
21. This Settlement Agreement contains the complete description of the terms between the Parties. All material representations, understandings, and promises by/and for the Parties are contained in this Settlement Agreement. Any modifications to this Settlement Agreement must be set forth in writing and signed by all Parties.
22. This Settlement Agreement may be executed concurrently in one or more counterparts, including execution of a scanned or facsimile version, each of

which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. The terms of this Settlement Agreement have been negotiated by the Parties with the assistance of their respective legal counsel. By the execution hereof, the Parties expressly warrant that they have read this Settlement Agreement, understand its terms, have had the opportunity to confer with legal counsel regarding its contents, and are signing this Settlement Agreement of their own free will and act. The Parties further expressly warrant that they are over the age of eighteen (18) years and have no disabilities, whether legal or otherwise, which could invalidate this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
MARTELLA TYLER AS PARENT AND NEXT  
FRIEND OF HER MINOR DAUGHTERS, K.H.  
AND S.T.

ACKNOWLEDGED:

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*Attorneys for Plaintiffs*

Date: \_\_\_\_\_

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CHRISTIE FINLEY, SUPERINTENDENT  
HUNTSVILLE CITY BOARD OF EDUCATION

ACKNOWLEDGED:

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