

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is entered into this 6th day of July, 2009, by and between the American Civil Liberties Union Foundation Women’s Rights Project; the American Civil Liberties Union Foundation of Alabama; and the Lawrence County Board of Education (“Board”) (collectively, “the Parties”).

During the 2008-2009 school year, and in prior school years, the Board has operated sex-segregated/single-sex classes and programs in East Lawrence Middle School. The American Civil Liberties Union Foundation Women’s Rights Project and the American Civil Liberties Union Foundation of Alabama have alleged that these programs constitute sex discrimination in violation of federal law. Further, the Board denies any wrong doing and denies that it has violated any federal law. However, because the Parties desire to resolve, compromise, and settle the controversies between them, on the terms and conditions set forth below, and in consideration of the mutual promises and releases contained herein, the Parties agree as follows:

1. Beginning in the 2009-2010 school year and for three years, through the 2011-2012 school year, the Board and each public school within Lawrence County, Alabama shall not provide any school or course or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation in any school, any course, or any education program or activity by any students on the basis of sex, with the exceptions set out in paragraph (4) below.

2. The above paragraphs (1) does not apply to (a) separation of students by sex within physical education courses or activities which include, in whole or part, any participation in wrestling, boxing, rugby, ice hockey, football, basketball, soccer, or other

contact sports, the purpose or major activity of which involves bodily contact; (b) grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex; (c) portions of classes in elementary and secondary schools that deal primarily with human sexuality; (d) requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex; or (3) interscholastic or intramural athletics. This agreement does not modify the Board's existing legal obligations as to these activities.

3. If at any time subsequent to the 2011-2012 school year and prior to or during the 2014-2015 school year, the Board or any public school within Lawrence County seeks to institute any sex-segregated/single-sex school, class, program, or activity other than those set out in paragraph (2), at least 90 days prior to implementation of the sex-segregated/single-sex school, class, program, or activity, the Board shall provide written notice of where the proposed school, class, program, or activity is expected to be implemented; when the school, class, program, or activity is expected to be implemented; the grade level of students expected to participate in the proposed school, class, program, or activity; and the rationale or justification for the proposed school, class, program or activity to the below representatives of the American Civil Liberties Union Foundation Women's Rights Project and the American Civil Liberties Union Foundation of Alabama, or to those representatives' successors. Further, the Board agrees to within 30 days provide any public documents, as defined by the state Open Records Act, in response to any requests for materials and documents related to the proposed school, class, program, or activity by representatives of the American Civil Liberties Union Foundation

Women's Rights Project and/or the American Civil Liberties Union Foundation of Alabama.

4. As consideration for these commitments by the Board, the American Civil Liberties Union Foundation Women's Rights Project and the American Civil Liberties Union Foundation of Alabama each release Board from any and all claims arising on their own behalf from sex-segregated/single-sex classes, programs, or activities in Lawrence County public schools during the 2008-2009 school year or prior school years, including administrative claims with the Office of Civil Rights of any federal executive agency, with the exception of any claims arising out of the breach of any provision in this agreement, as set out in paragraph (6) below.

5. Notwithstanding paragraph (4), neither the American Civil Liberties Union Foundation Women's Rights Project nor the American Civil Liberties Union Foundation of Alabama releases the Board from any claims that may arise from sex-segregated/single-sex schools, classes, programs, or activities in Lawrence County public schools during the 2009-2010 school year or at any time thereafter.

6. Notwithstanding paragraph (4), the Parties do not release each other from any of their obligations under this Agreement. This Agreement shall be deemed breached and a cause of action accrued upon the commencement of any act, action, or conduct contrary to this Agreement, and in any such action, this Agreement may be pleaded by any of the Parties, including as a defense or as a counter-claim or cross-claim in such action.

7. It is understood that this Agreement is not to be construed as an admission of liability on the part of the Board. Rather, the Board is entering into this agreement to avoid prolonged litigation, which would be costly to the Board.

8. The Parties declare and understand that no promises, inducements, or agreements not contained in this Agreement have been made to them, that this Agreement contains the entire agreement between the Parties, and that the terms of this Agreement are contractual and not merely a recital.

9. This Agreement contains the entire agreement between the Parties with respect to this subject matter and there are no agreements, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable for any reason, the remaining provisions and portions of this Agreement shall be unaffected and unimpaired, and shall remain in full force and effect, to the fullest extent permitted by applicable law.

12. This Agreement may be executed in counterparts, by either an original signature or signature transmitted by facsimile or other similar process and each copy so executed shall be deemed to be an original and all copies so executed shall constitute one and the same Agreement.

13. The undersigned represent that they have read and understood the terms of this Agreement prior to executing same.

**AMERICAN CIVIL LIBERTIES UNION
FOUNDATION WOMEN'S RIGHTS
PROJECT**

**AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF ALABAMA**

**LAWRENCE COUNTY BOARD OF
EDUCATION**