

AGREEMENT

WHEREAS, the New York City Department of Education (“DOE”), through the Public Schools Athletic League (“PSAL”), currently schedules all boys’ soccer teams in New York City public schools to play in the fall season, while it schedules girls’ soccer teams to play soccer in the spring season; and

WHEREAS, the New York Civil Liberties Union Foundation contacted the New York City Department of Education (“DOE”), on behalf of its clients, Hannah Anousheh (by her mother, Lucia Stern), Christina Angione (by her father Jeff Angione), Alyssa Ward (by her father Earl Ward), and the National Organization for Women, New York City Chapter [hereinafter collectively referred to as Complainants], concerning PSAL’s scheduling of girls’ soccer teams to compete in the spring season claiming, among other things, that such scheduling violated Title IX of the Education Amendments of 1972, as amended, 20 U.S.C § 1681, *et seq.*, and its implementing regulation at 34 C.F.R. Part 106 (“Title IX”);

WHEREAS, Lucia Stern filed a complaint, Case No. 02-08-1017, against the DOE with the U.S. Department of Education, New York Office for Civil Rights (“OCR”) alleging that DOE discriminated on the basis of sex in the area of interscholastic athletics in violation of Title IX concerning PSAL’s scheduling of girls’ soccer teams to compete in the spring season;

WHEREAS, the New York Civil Liberties Union (“NYCLU”), Complainants and DOE desire to resolve the issues concerning the allegations that DOE discriminated on the basis of sex in the area of interscholastic athletics in violation of Title IX concerning PSAL’s scheduling of girls’ soccer teams to compete in the spring season without court proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the undersigned, as follows:

1. DOE hereby agrees to provide girls’ soccer teams and players with athletic opportunities that are substantially equal to those provided to the boys’ soccer teams and players.

2. DOE hereby agrees that PSAL will schedule girls' soccer teams to compete in the fall season starting in 2009 and until at least the fall of 2011, unless a binding order or decree by a court or administrative body should require otherwise, in which case DOE agrees to provide notice to NYCLU within fifteen (15) calendar days of the date on which the DOE is informed of such binding order or decree.

3. DOE hereby agrees that PSAL will schedule the boys' and girls' soccer teams to play the same number of games starting in 2009 and until at least the fall of 2011, unless a binding order or decree by a court or administrative body should require otherwise, in which case DOE agrees to provide notice to NYCLU within fifteen (15) calendar days of the date on which the DOE is informed of such binding order or decree.

4. DOE hereby agrees that PSAL will make reasonable efforts: (1) to not diminish the number of games that girls' soccer teams will compete in during the 2009, 2010 and 2011 fall seasons, as compared to the number of games that girls' soccer teams competed in during the 2008 spring season; and (2) to not diminish the number of girls' soccer teams that will compete during the 2009, 2010 and 2011 fall seasons, as compared to the number of girls' soccer teams that competed during the 2008 spring season, provided the demand for girls' soccer in the 2009, 2010 and 2011 fall seasons is substantially equivalent to or greater than the demand for girls' soccer was in the 2008 spring season.

5. In consideration for the actions described in Paragraphs 1 through 4 above, Complainants agree to release DOE, its successors or assignees, and all present or former officials, employees, representatives, or agents of DOE or the City of New York from any and all liability, claims, and/or rights of action that Complainants have, had or might have arising from or in connection with any alleged DOE discrimination on the basis of sex concerning PSAL's scheduling of girls' soccer teams through the fall 2011 season.

6. In consideration for the actions described in paragraphs 1 through 4 above, NYCLU agrees to commence no litigation or administrative action against DOE, its successors or assignees, and all present or former officials, employees, representatives, or agents of DOE or

the City of New York, relating to any alleged DOE discrimination on the basis of sex concerning PSAL's scheduling of girls' soccer teams through the fall 2011 season.

7. In further consideration for the actions described in paragraphs 1 through 4 above, Lucia Stern agrees to withdraw the OCR complaint, Case No. 02-08-1017, she filed against the DOE.

8. Nothing contained herein shall be deemed to be an admission by DOE that it has in any manner or way violated any students' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York or the City of New York or any other rules, regulations or bylaws of any department, agency or subdivision of the City of New York.

9. The undersigned parties agree that they will not proffer nor make reference to this Agreement in any proceeding, litigation or settlement negotiation, and further agree that this Agreement is not related to any other proceeding, litigation or settlement negotiation, except an action to enforce its terms.

10. Nothing contained herein shall be deemed to constitute a policy or practice of DOE, the City of New York, or any of its agencies.

11. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement regarding its subject matter shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

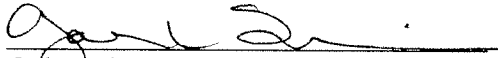
12. If DOE fails to comply with any or all of the terms in paragraphs 1 through 4 of this agreement, paragraphs 5, 6, and 7 of this agreement shall be deemed void and the Complainants will be entitled to pursue all rights and remedies available to them prior to the signing of this agreement, or may pursue an action to enforce the terms of this agreement. Should Complainants decide to pursue any such remedy, they shall provide notice to DOE at least fifteen (15) calendar days prior to filing any administrative or legal complaint.

13. If any failure to comply with any or all of the terms in paragraphs 1 through 4 of this agreement is due to an affirmative decision by DOE and/or PSAL, then DOE hereby agrees to provide notice to NYCLU within fifteen (15) calendar days of the date on which such decision is approved by the DOE.

14. All terms of this Agreement, except those contained in paragraphs 8, 9, and 10, will expire on December 31, 2011.

Dated: New York, New York
January 13, 2009

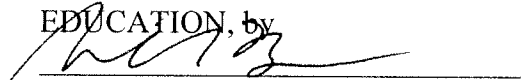
NEW YORK CIVIL LIBERTIES
UNION FOUNDATION, by



Galen Sherwin
Christopher Dunn
Deborah Berkman
Ami Sanghvi
125 Broad Street, 19th Floor
New York, NY 10004
(212) 607-3300

Counsel for NYCLU and Complainants

NEW YORK CITY
DEPARTMENT OF
EDUCATION, by



Michael Best
General Counsel
52 Chambers Street
New York, NY 10007
(212) 374 0220

Counsel for the DOE