



FLORIDA STATE UNIVERSITY  
OFFICE OF THE GENERAL COUNSEL

October 3, 2023

Sent via email: [abryant@baileyglasser.com](mailto:abryant@baileyglasser.com)

Arthur H. Bryant  
Bailey & Glasser, LLP  
1999 Harrison Street, Suite 660  
Oakland, CA 94612

RE: Resolution of Potential Title IX Litigation

Dear Arthur,

I am writing on behalf of Florida State University ("FSU" or "the University") to document the understanding FSU has reached with your clients, who are women's club lacrosse team members at FSU.

On August 2, 2023, FSU received a letter from you, representing members of the women's club lacrosse team. Your clients claim that FSU's lack of a women's varsity lacrosse team violates Title IX of the Education Amendments of 1972 ("Title IX"). FSU does not admit any liability or wrongdoing, but FSU is committed to gender equity and, as a result of that commitment, the University took your allegations seriously, immediately explored the feasibility of adding an NCAA women's lacrosse team, and retained outside counsel to meet with you to try to resolve your clients' claims. This letter contains the terms of the agreement we have reached with you to do so.

We understand that your clients are all current members of the women's club lacrosse team at FSU and that you are authorized to make this agreement on their behalf. After this agreement is signed by you as the club team's representative, no later than October 3, 2023, FSU will publicly announce, on a date and in a statement jointly agreed upon by us, that FSU (a) will begin the process of creating a women's varsity lacrosse team this academic year so that the team can begin competition no later than the 2025-26 academic year and will take appropriate steps to enable success for the new team; (b) will conduct a Gender Equity Review ("the Review") of its intercollegiate athletics program to develop and adopt a Gender Equity Plan ("the Plan") that will be completed no later than July 31, 2024, and will be designed so that all aspects of FSU's intercollegiate athletics program comply with Title IX's athletics provisions during the 2025-26 academic year and future years; and (c) will implement the Plan so that all aspects of FSU's intercollegiate athletics program comply with Title IX's athletics provisions in the 2025-26 academic year and future years.

FSU is fully committed to taking appropriate steps to onboard the new women's varsity lacrosse team equitably with FSU's existing teams, with equipment, facilities, resources, scholarships, staffing, and support to successfully begin competition by no later than the 2025-26 academic

year, which will include non-conference competition ("Fall Ball") during the Fall 2025 semester unless unforeseen circumstances beyond FSU's control, such as player injuries or severe weather conditions, render playing in a Fall Ball season unsafe or untenable. Following the announcement of FSU's addition of a women's varsity lacrosse team, the University will (in accordance with University HR policies and procedures) post a job opening for a women's varsity lacrosse head coach no later than October 16, 2023, FSU will hire a women's varsity lacrosse head coach no later than August 1, 2024, and the new head coach (once onboarded) will retain discretion as to how to successfully implement the women's varsity lacrosse team in accordance with the above standards and the following specific terms:

1. The women's varsity lacrosse team will provide approximately 30-35 intercollegiate athletic participation opportunities for female student-athletes;
2. FSU will authorize the head coach of the women's varsity lacrosse team to award athletic financial aid to women's varsity lacrosse team members to the maximum allowed by the NCAA, which is currently the equivalent of the monetary value of twelve full athletics scholarships in accordance with Florida law;
3. Prior to the start of the 2024-25 academic year, FSU will work with the head coach to identify, and develop before the 2025-26 academic year, appropriate facilities for the team, including practice and competitive facilities, locker rooms, and coaches' office(s);
4. FSU will provide the head coach with all necessary resources to recruit high school student-athletes and college student-athletes that have placed themselves in the NCAA transfer portal in order to field a full team for the 2025-26 academic year; and
5. The head coach will begin selecting, developing, and recruiting members of the women's varsity lacrosse team, including from the women's club lacrosse team as appropriate (provided they have NCAA eligibility), after the head coach is onboarded.

In 2023-24 and 2024-25, FSU will provide funding for the women's club lacrosse team to purchase competition uniforms, which will help increase awareness of FSU lacrosse while the new women's varsity lacrosse team is being created. FSU will also provide assistance with travel expenses for the members of the club team until the 2025-26 academic year, when the new women's varsity team begins competing. The total funding for uniforms and travel, as noted above, will be \$25,000 per year, to be used at the discretion of the club team. FSU will encourage the members of the women's club lacrosse team to try out for the new women's varsity lacrosse team if they have eligibility remaining. FSU also expects the women's club lacrosse team will continue to operate as a club team after the creation of the varsity women's lacrosse team, so long as the team meets the requirements for a student club team at FSU.

To develop the Plan, the University with the input of an individual to be agreed upon by both FSU and your clients (the "Monitor"), will conduct a gender equity review of its intercollegiate athletics program. As part of that process, the University and the Monitor will solicit input from student-athletes and coaches of each team and will expressly invite participation from your clients and their team. The Plan shall not be finalized without input from and approval by the Monitor, who shall be consulted during development of the Plan. During the gender equity review and

development of the Plan, the members of the women's teams at FSU will have direct access to the Monitor to allow female student-athletes to voice any potential concerns with perceived inequities in the women's athletic program.

By October 31, 2023, FSU will make available on its website its 2022-23 academic year full-time undergraduate enrollment rates and numbers for males and females and its Title IX intercollegiate athletics participation numbers, total and by team, for males and females. By August 31 of each subsequent academic year through the 2026-27 academic year (i.e., through August 31, 2027), FSU will annually make publicly available on its website this information for the just-completed academic year.

The Plan will be adopted by FSU no later than July 31, 2024, and it will set forth terms for how FSU's intercollegiate athletics program intends to comply with Title IX's athletics provisions during the 2025-26 academic year and future years. FSU will implement the Plan so that its intercollegiate athletics program complies with Title IX's athletics provisions during the 2025-26 academic year and future years, while retaining discretion to adjust the details or terms of the Plan as future circumstances may dictate. FSU will retain discretion as to how to achieve gender equity and Title IX compliance, and discretion in the sports programs it sponsors.

If the Monitor has identified material inequities related to the Review that are not resolved before the Plan is adopted, then, within 30 days of the Plan's adoption, FSU will provide to you any non-privileged documentation detailing those inequities provided to it by the Monitor. The Plan will be made available on FSU's athletics department's website no later than August 1, 2024. Status reports on the implementation of the Plan will be made publicly available on FSU's website no later than August 31, 2025; August 31, 2026; and August 31, 2027. While FSU will continue to implement the Plan and comply with Title IX after August 31, 2027, FSU will have no further obligation to provide status reports under this Agreement after that date.

FSU will revise Section 510 of FSU's Intercollegiate Athletics Policies and Procedures, entitled "Adding a Varsity Sport," in accordance with FSU's governance policies and procedures. The revised policy will be implemented as soon as practicable and no later than the beginning of the 2024-25 academic year. The proposed language of the revised policy, which may be subject to public comment pursuant to Florida State University Policy 2-1 and may be subject to revision, will contain the following substantive provisions:

Any person who believes FSU should add a varsity sport to its intercollegiate athletic program should submit a written request entitled "Request for New NCAA Sport" to the Title IX Coordinator, identifying the sport and explaining why she or he believes it should be added. Information on whether there is sufficient interest, ability, and/or competition available is requested. Other information regarding the sport may be provided, too.

The Title IX Coordinator will keep a record of these communications and respond to each of them within thirty days. After removing all student identifiers from the communications, FSU will make all such communications, all responses to them, and all resulting communications publicly available.

These communications may help FSU comply with Title IX of the Education Amendments of 1972 and other laws.

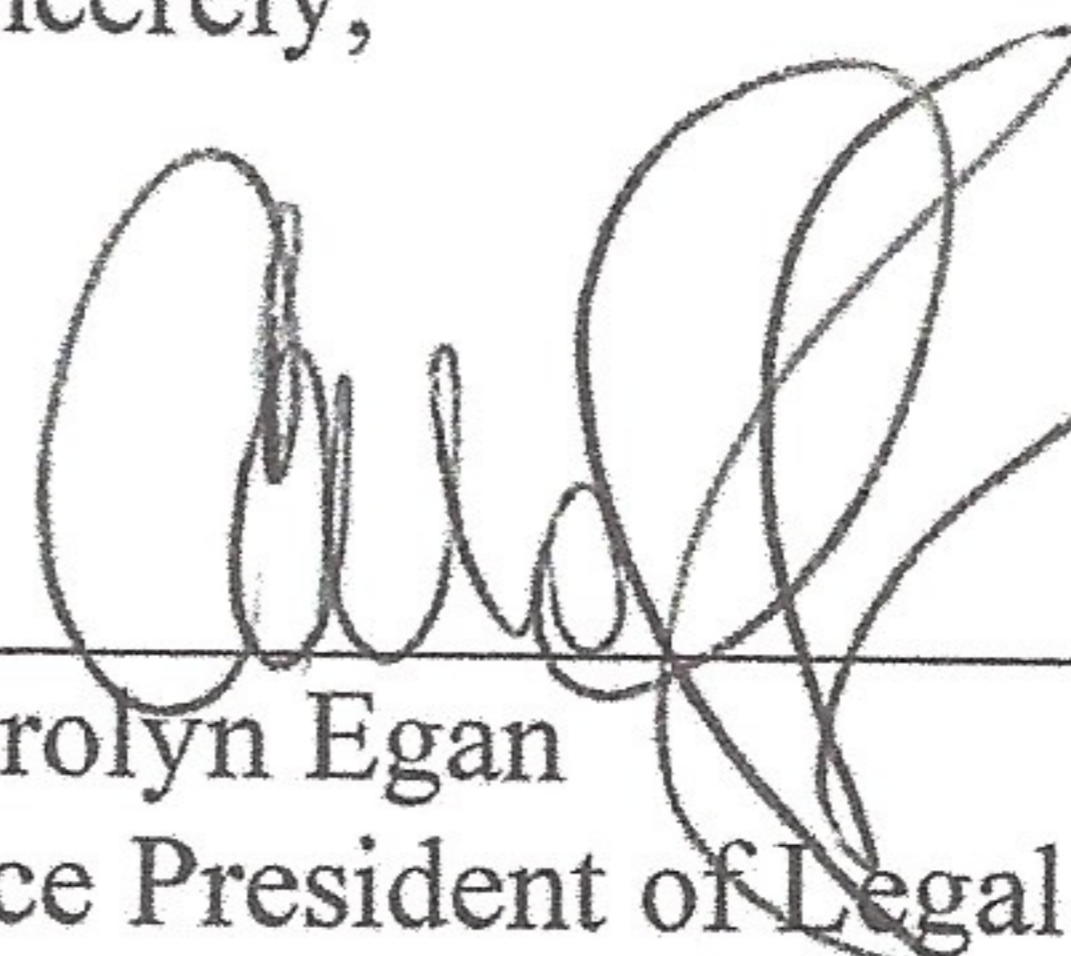
If this letter agreement is violated by FSU, your clients and FSU will have all rights afforded to them by law, including the right to seek specific performance and the right to seek and recover costs and attorneys' fees under Title IX and 42 U.S.C. § 1988. Such action may be brought in federal or state court, as law allows.

This letter agreement represents the entire agreement between FSU and your clients and supersedes any prior understandings, discussions, or agreements. This letter agreement may be modified only in a writing signed by both parties.

To avoid the expense of litigation, and without admitting liability, the University agrees to pay \$98,500 to Bailey Glasser, LLP, for your clients' reasonable costs and attorneys' fees. Such payment shall be sent to Bailey Glasser, LLP, within thirty (30) days of the date of this agreement, barring any unforeseen circumstances outside the control of FSU and pursuant to necessary approvals. FSU is presently pursuing these approvals in good faith.

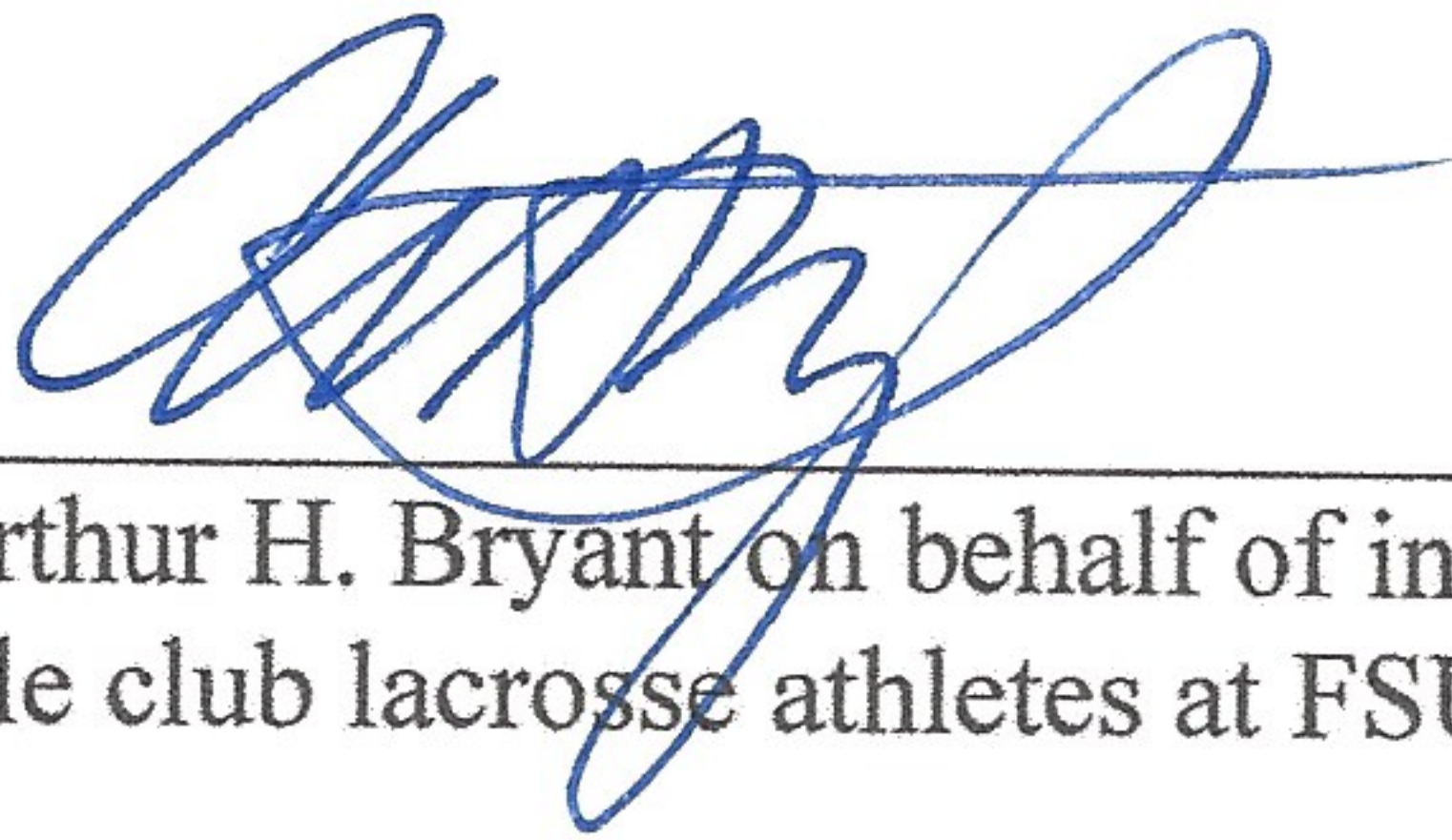
In consideration for the above, your clients will execute a release of claims in the format enclosed. Please indicate below that your clients have authorized consent to these terms.

Sincerely,



\_\_\_\_\_  
Carolyn Egan  
Vice President of Legal Affairs and  
General Counsel

Agreed: \_\_\_\_\_



by Arthur H. Bryant on behalf of individual  
female club lacrosse athletes at FSU

Release of Claims by Female Club Student-Athletes:

In consideration of the promises contained in the letter agreement dated October 3, 2023, I hereby fully and finally covenant, on behalf of myself, my heirs, my assigns, and my future estates, not to sue and to release and forever discharge Florida State University ("the University"), a public institution of higher education; its affiliated entities; the State of Florida; and their agents, employees, trustees and directors, in their official and individual capacities, from all claims, demands, damages, costs, losses, expenses, and actions I have as of the date of execution of this Release for allegedly being denied equitable athletic participation opportunities or equitable athletic treatment or benefits under Title IX of the Education Amendments of 1972, 20 U.S.C.A. §1681 et seq., and its implementing regulations. I also covenant not to sue the University for any temporary disparity in regard to Title IX's athletics provisions as the University implements the aforementioned Plan. This release shall not prevent any action for breach of the terms of the letter agreement, including the right to seek specific performance.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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