

**Voluntary Resolution Agreement
Dorchester County Public Schools
OCR Complaint #03141122**

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), Dorchester County Public Schools (the District) voluntarily enters into this Resolution Agreement (Agreement) for the XXXXXXXXXX XXXXX XXXXXXXXXX XXXXXX XXXX School (the XXX School). This Agreement does not constitute an admission of liability on the part of the District, nor does it constitute a determination by OCR of any violation of our regulations by the District.

The District affirms that, consistent with Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681, and its implementing regulation at 34 C.F.R. Part 106, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person, or otherwise be discriminated against in any interscholastic athletics and shall not provide any such athletics separately on such basis.

I. ACTION STEPS

A. Locker Rooms and Practice and Competitive Facilities

1. The District agrees that it will provide to the XXXXX XXXXXXXXXXXXXXXX XXXXXX XXXXXX XXXXXX, XXXXXXXX, XXX XXXXXXXXXXXXXX XXXXXXXXXXXX and equivalent access thereto, that are comparable to the XXXXX XXXXX, XXXXXXXX, XXX XXXXXXXXXXXXXX XXXXXXXXXXXX provided to the XXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXX program at the XXXX school.
2. By December 31, 2014, the District will complete a fair and comprehensive evaluation and comparison of the XXXXX XXXXX, XXXXXXXX, XXX XXXXXXXXXXXXXX XXXXXXXXXXXX provided to the XXXX XXX XXX XXXXXXXXXXXXXXXX XXXXXXXX XX XXX XXX school. The assessment will include, at a minimum:
 - a. a list of all XXXXX XXXXX, XXXXXXXX, XXX XXXXXXXXXXXXXX XXX XXXXXXXXXXXXXX XXXXXX XXXXX XX XXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XX XXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XX XXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX;
 - b. X-paragraph-X;
 - c. exclusive use of XXXXXX XXXXX;
 - d. amenities for each XXXXXXXX XXX XXXXXXXXXXXXXX XXXXX XX XXXXXXXXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XX XXX XXXXXXXX XXXXXXXX XX XXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX;
 - e. the age of each XXXXXXXX XXX XXXXXXXXXXXXXX XXXXX XXX XXXXXXXX;
 - f. whether each XXXXXXXX XXX XXXXXXXXXXXXXX XXXXX XXX XXXXXXXX on or off-campus; and
 - g. whether certain XXXXX XX XXXXXXXX have exclusive use of the facility, including a schedule showing when XXXXXXXX XXX XXX

XXX XXXXXXXX XXX XXXXXXXXXXXX and how long the XXXXXX XXXXX are assigned for use by each team.

3. By January 16, 2015, if the District determines that the XXXXXX XXXXX, XXXXXXXX, XXX XXXXXXXXXXXX XXXXXXXXXXXX provided to the XXXX XXX XXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXX XXXXXXX are not comparable, the District will develop a plan for correcting any inequities found, so as to make them equivalent. The District will also provide a report outlining that determination and the information, including appropriate documentation, upon which it is based.

II. REPORTING REQUIREMENTS

- A. The District agrees that, by March 27, 2015, it will provide OCR for its review and approval, the written report of its evaluation of the XXXXXX XXXXX, XXXXXXXX, XXX XXXXXXXXXXXX XXXXXXXXXXXX, including all supporting documentation, as described in the Commitment #2 above.
- B. By March 27, 2015, if necessary, the District will provide OCR with copies of the plans developed pursuant to Commitment #3 above.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the District understands that during the monitoring of this Agreement, OCR may visit the District, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IX at 34 C.F.R. Section 106.41(c)(7) which was at issue in this complaint.

The District understands that OCR will not close the monitoring until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IX at 34 C.F.R. Section 106.41(c)(7), which was at issue in this complaint.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

/s/

Superintendent and/or Designee
Dorchester County Public Schools

Date