

**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 XXXXXXXXXXXX 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 XXXXXXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXX XXXXX, XXXXXXXXXXX, XXX XXXXXXXXXXXXXXXXXXXX and equivalent access thereto, that are comparable to the XXXXXXX XXXXX, XXXXXXXXXXX, XXX XXXXXXXXXXXXXXXXXXXX provided to the XXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX program at the XXXX school.
2. By December 31, 2014, the District will complete a fair and comprehensive evaluation and comparison of the XXXXXXX XXXXX, XXXXXXXXXXX, XXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX provided to the XXXX XXX XXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX XXXXXXX XX XXX XXXX school. The assessment will include, at a minimum:
 - a. a list of all XXXXXXX XXXXX, XXXXXXXXXXX, XXX XXXXXXXXXXX XXX XXXXXXXXXXXXXXXXXXX XXXXXXX XXX XXXXXXXXXXX, including proximity of XXXXXXX XXXXX XX XXX XXXXXXX XXX XXXXXXXXXXXXXXXXXXX XXXXXXXXXXX XXXXXXX XX XXX XXXXXXXXXXX (e.g., excellent, adequate, poor);
 - b. X-paragraph-X;
 - c. exclusive use of XXXXXXX XXXXX;
 - d. amenities for each XXXXXXX XXX XXXXXXXXXXXXXXXXXXX XXXX XX XXXXXXXXXXXXXXXXXXX XXXXXXX XXXXXXX XXXXXXX XXXXXXXXXXXXXXXXXXX XXXXXXXXXXX XXX XXX XXXXXXX XXXXXXXXXXXXXXXXXXX XXXX XXXXXXXXXXX XXX XXXXXXXXXXXXXXXXXXX XXXXX;
 - e. the age of each XXXXXXX XXX XXXXXXXXXXXXXXXXXXX XXXXX XXX XXXXXXX;
 - f. whether each XXXXXXX XXX XXXXXXXXXXXXXXXXXXX XXXXX XXX XXXXXXX on or off-campus; and
 - g. whether certain XXXXX XX XXXXXXXXXXX have exclusive use of the facility, including a schedule showing when XXXXXXXXXXX XXX XXXX

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 XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX XXXXXX 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