

**Resolution Agreement**  
**Franklin County School District (Georgia)**  
**OCR Docket Number 04-15-1513**

The U.S. Department of Education, Office for Civil Rights (OCR) and Franklin County School District (District) enter into this Agreement to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. §§ 1681 *et seq.*, and its implementing regulation, 34 C.F.R. § 106, which prohibit recipients of Federal financial assistance from the Department from discriminating on the basis of sex in any educational program or activity.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions.

**I. ACTIONS TO INCREASE ATHLETIC OPPORTUNITIES**

1. Based on recent survey results, the District identified slow pitch softball and volleyball as sports in which there is sufficient but unmet interest and, , ability of female students to participate at the interscholastic level at Franklin County High School (School). The District will continue to add athletics opportunities at the School until such time as either (1) the School is fully and effectively accommodating the expressed interests and abilities of female students (i.e., there remains no unmet interest and ability); or (2) the participation rate for female students in the high School's interscholastic athletics program is substantially proportionate to their rate of enrollment at the high school.

Competitive and practice facilities, whether provided on campus or through access to community facilities will be provided in a manner consistent with the Title IX regulation at **34 C.F.R. § 106.41(c)(1)** . OCR has made clear to the District and the District understands that OCR does not require or encourage the elimination of any District athletic teams and that it seeks action from the District that does not involve the elimination of athletic opportunities, because nothing in Title IX or the three-part test requires an institution to cut teams or reduce opportunities for students who are participating in interscholastic athletics in order to comply with the provisions of Title IX relating to the effective accommodation of the interests and abilities of male and female students.

2. Additional Interscholastic Opportunities:

To the extent that the District adds any sports or additional levels of teams at the School, the District will provide those team(s) in a manner comparable to other interscholastic teams, with sufficient funds in its budgets to cover expenses that include, but are not limited to: coaches, equipment and supplies, travel funds, and publicity and support services. The District will also publicize any new sports or additional levels of teams through written notices, verbal announcements and postings on the District's and School's website.

## **REPORTING REQUIREMENTS – SECTION I**

1. Within 60 days after implementing a volleyball team<sup>1</sup> under the terms set forth above **under Section I. 1**, the District will provide OCR with a detailed report that reflects the steps taken by the District pursuant to **Section I, 1. and 2.**, of this Agreement, to create new opportunities for female students as the underrepresented sex. The report should include at a minimum information regarding interest meetings, tryouts, practice and competitive facilities, coaching staff, roster of players, and schedule.
2. If at any time during the period of this Agreement, the District's assessment demonstrates that it is fully and effectively accommodating the athletic interests and abilities of its female students at the School under prong three or has complied with prong one of the three prong test<sup>2</sup>, the District will submit information detailing its determination of the same.

## **II. REQUESTING A NEW SPORT**

The District will develop a process by which students, parents and staff may request that sport be offered within the District. The process will include all information necessary for consideration, factors that will be considered in determining whether the sport will be added and how the requester will be notified of the District's decision.

## **REPORTING REQUIREMENTS**

**By March 31, 2018**, the District will provide OCR with a copy of the process for requesting that a sport be offered at the School and the location where the process is published.

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 School, interview District staff, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms

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<sup>1</sup> The District has already provided OCR with documentation regarding the survey results and information regarding the sport of slow pitch softball (copy survey, tryout information, roster, game schedule, coach, facility information.)

<sup>2</sup> An institution is in compliance if it has met any one of the following three parts of the test: (1) the athletic participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments; or (2) there is a showing by the institution of a history and continuing practice of program expansion which is demonstrably responsive to the developing interests and abilities of the underrepresented sex; or, (3) it is demonstrated that the interests and abilities of the underrepresented sex have been fully and effectively accommodated by the present program.

of this Agreement and is in compliance with the regulation implementing Title IX at 34 C.F.R. § 106.41(c)(1) and 106.8(a), which were at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement 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. § 106.41(c)(1) which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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 sixty (60) calendar days to cure the alleged breach.

This Resolution Agreement will become effective immediately upon the signature of the Superintendent or his/her designee below.

\_\_\_\_\_/s/\_\_\_\_\_  
Superintendent  
Franklin County School District

2/28/18  
Date