

RESOLUTION AGREEMENT
Eufaula City Schools
OCR Complaint #04-18-1052
Atlanta Regional Office

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Eufaula City Schools (District) enter into this agreement to resolve the allegations in the above-referenced complaints. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District voluntarily agrees to take the following actions pursuant to the requirements of Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d *et seq.*, and its implementing regulations at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color or national origin by recipients of Federal financial assistance.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation regarding the Student's dismissal from a cheer squad at a District School pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve these issues, the District agrees to continue or take the following actions.

1. **By January 31, 2019**, for Admiral Moorer Middle School (AMMS) and Eufaula High School (EHS), the District will include in all handouts, forms, flyers, or other documents pertaining to and/or provided to students, parents/guardians, and judges, regarding cheer leading clinics, cheerleading selection and tryouts, language stating that AMMS and EHS will continue to use a non-discriminatory process for cheerleader selection and that applicants of all racial groups are encouraged to try out for all squads.

REPORTING REQUIREMENT: By **January 31, 2019**, the District will provide OCR with copies of the documents revised in accordance with Item 1.

2. The District will continue to include neutral judges who are not employed by the District for the cheerleader tryouts. All judges not employed by the District will be provided a copy of the District's statement of nondiscrimination on the basis of race, color or national origin as well as the handouts developed in accordance with Item 1 of this Agreement.
3. By **January 31, 2019**, EHS will invite and encourage the Student to try out for the 2019 cheerleading season.

REPORTING REQUIREMENT: By **January 31, 2019**, the District will provide documentation to OCR demonstrating that the Student was invited to try out for the 2019 cheerleading season.

4. By **January 31, 2019**, the District will revise its Cheerleading Contract (Contract) to provide specific instances of when the Cheerleading Coach may use discretion in determining the amount of demerits to give cheerleaders and dancers on the team. The provisions should also include specific instances of when the Cheerleading Coach may waive demerits already earned. The Contract shall include a provision that requires the Cheerleading Coach to

maintain an up-to-date log of all demerits earned by students on the team, as well as a written explanation of: (1) a description of the underlying incident which the Coach used discretion to deviate from the demerit policy and (2) why the Coach used that discretion. This revised Contract shall be adopted and used immediately by the Cheerleading Coach this current school year.

REPORTING REQUIREMENT: By **January 31, 2019**, the District will provide OCR with a copy of the revised Cheerleading Contract, in accordance with Item 4.

5. By **January 31, 2019**, the District will provide training to the Principals, Cheerleading coaches and any other staff involved in cheerleading at AMMS and EHS regarding Title VI's prohibition against discrimination and retaliation on the basis of race, color, or national origin.

REPORTING REQUIREMENT: By **January 31, 2019**, the District will provide documentation to OCR demonstrating that the District has conducted training pursuant to this Item. The documentation shall include the following: (a) the date of the training session, (b) the faculty and staff who attended the training session, (c) a description of the presenter's background and qualifications, and (d) a copy of the agenda and the training materials disseminated.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, 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 Title VI implementing regulations at 34 C.F.R. §§ 100.3(a)-(b) and 100.7(e). 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.

Superintendent

Date