

**Resolution Agreement #05-15-1291**  
**Pekin Community High School District #303**

The Pekin Community High School District #303 (District) agrees to fully implement this resolution agreement (Agreement) to resolve U.S. Department of Education, Office for Civil Rights (OCR), complaint #05151291, and to ensure its compliance with Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 - 1688, and its implementing regulation, 34 C.F.R. Part 106, with respect to the issues of whether the District discriminates against female athletes by not providing them equal opportunity to receive booster club scholarships and whether the District discriminates against female athletes in the District's provision of travel and per diem and publicity.

**I. PROVISION OF TRAVEL AND PER DIEM**

- A. By August 15, 2017, the District will develop a plan to ensure that it provides equivalent athletic travel and per diem benefits at its high school for members of both sexes and will submit it to OCR for review and approval. Upon OCR's approval, the District will implement the plan effective with the 2017-2018 school year. To that end, the District will demonstrate that the District's girls' interscholastic athletic teams at the high school are provided with comparable travel and per diem benefits as provided to the boys' interscholastic athletic teams in the modes of transportation, housing furnished during travel, length of stay before and after competitive events, per diem allowances, and dining arrangements. In particular, the District will ensure comparability in provisions of pre- and post-game meals and use of charter buses.
  
- B. In assessing compliance with Section I of this agreement, OCR will compare the availability, quality and kinds of benefits, opportunities, and treatment afforded to the District's male and female athletes at the high school in the provision of travel and per diem to determine whether they are equivalent. Under this equivalency standard, identical benefits, opportunities, or treatment are not required as long as the effects of any differences are negligible. If a comparison of the benefits, opportunities and treatment afforded to males and females in the identified program components indicates that benefits, opportunities, or treatment are not equivalent, the District could still be in compliance with Title IX if the differences are shown to be the result of nondiscriminatory factors, such as the unique aspects of particular sports or athletic activities.

**REPORTING REQUIREMENTS - SECTION I**

- A. By August 15, 2017, the District will submit a report to OCR that includes its plan referenced in item I.A of this Agreement.
  
- B. By May 1, 2018, the District will submit a report to OCR demonstrating its full implementation of Section I of this Agreement.

## **II. PROVISION OF PUBLICITY**

- A. By August 15, 2017, the District will develop a plan to ensure that it provides equal athletic publicity at its high school for members of both sexes and will submit it to OCR for review and approval. Upon OCR's approval, the District will implement the plan effective with the 2017-2018 school year. To that end, the District will demonstrate that the District's girls' interscholastic athletic teams at the high school are provided with comparable publicity as provided to the boys' interscholastic athletic teams in the availability and quality of sports information personnel, access to other publicity resources for boys' and girls' programs, and quantity and quality of publications and other promotional devices featuring boys' and girls' programs. In particular, the District will not provide greater publicity resources to its football and boys' basketball teams than it provides to other teams in a manner that disparately affects female athletes, including in the provision of pre-season promotional events, school announcements, and printed publications.
- B. In assessing compliance with Section II of this agreement, OCR will compare the availability, quality and kinds of benefits, opportunities, and treatment afforded to the District's male and female athletes at the high school in the provision of publicity to determine whether they are equivalent. Under this equivalency standard, identical benefits, opportunities, or treatment are not required as long as the effects of any differences are negligible. If a comparison of the benefits, opportunities and treatment afforded to males and females in the identified program components indicates that benefits, opportunities, or treatment are not equivalent, the District could still be in compliance with Title IX if the differences are shown to be the result of nondiscriminatory factors, such as the unique aspects of particular sports or athletic activities.

## **REPORTING REQUIREMENTS - SECTION II**

- A. By August 15, 2017, the District will submit a report to OCR that includes its plan referenced in item II.A of this Agreement.
- B. By May 1, 2018, the District will submit a report to OCR demonstrating its full implementation of Section II of this Agreement.

## **III. ADDITIONAL REQUIREMENTS**

- A. By August 15, 2017, the District will create a comprehensive policy to standardize its practices when it receives booster club funding and any other private donations flowing into the athletic program and will submit it to OCR for review and approval. The policy will ensure that booster club donations or other donations from outside sources are taken into consideration by the District to ensure that it does not provide benefits and services to athletes of one sex that are greater than the benefits and services provided to the other sex. The policy will provide particular guidance on how such booster club or other outside funding is used to provide scholarships. This policy will be submitted to OCR by

August 15, 2017, for review and approval. The District will implement the policy within 30 days of OCR's approval.

- B. To that end, the District has informed OCR that it will form a single District booster club and will notify existing individual booster clubs that, effective July 20, 2017, the District no longer sanctions or is otherwise affiliated with the individual booster clubs. The notice will further state that individual booster clubs may not solicit funds or make awards or expenditures in the District's name or on the District's behalf, and that District staff may not assist or otherwise participate in the administration of any such individual booster clubs. The District will further inform the individual booster clubs that if they continue to operate, then any subsequent donations, whether financial or in kind, to benefit the District's programs or activities will be taken into consideration by the unified booster club to ensure that the benefits and services provided overall are equivalent for both sexes, in a manner consistent with Title IX.

#### Reporting Requirements- Section III

- A. By August 15, 2017, the District will submit a report to OCR that includes the notices and plan referenced in item III of this Agreement.
- B. By June 1, 2018, the District will submit a report to OCR demonstrating its full implementation of Section III of this Agreement, including a report on outside booster club or other donations for 2017-18, with information about how any donations were taken into consideration to ensure that the benefits and services provided overall were equivalent for both sexes, in a manner consistent with Title IX.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 Title IX and its implementing regulation, 34 C.F.R. Part 106. 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 Agreement will become effective immediately upon the signature of the District's representative below.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date