

VOLUNTARY RESOLUTION AGREEMENT

Lincoln County School District OCR Complaints 06-17-1835, 06-18-1375

The Lincoln County School District (LCSD or the District) and the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office, enter into this Voluntary Resolution Agreement (Agreement) to resolve the above-referenced complaints. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the LCSD. The LCSD assures OCR that it will take the actions outlined in this Agreement to comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), and its implementing regulation at 34 C.F.R. Part 106, which prohibits discrimination on the basis of sex by recipients of Federal financial assistance.

Prior to the completion of OCR's investigation, the LCSD agreed to resolve the issues opened for investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues under investigation, the LCSD agrees to the action items below.

ACTION ITEMS AND REPORTING REQUIREMENTS

Action Item 1: Self-Assessment (Assignment and Compensation of Coaches)

The LCSD agrees to provide equal athletic opportunities to members of both sexes in its interscholastic athletics program at XXXX XXXX XXXX (XXXX) with respect to the assignment and compensation of coaches, as required by Title IX and its implementing regulation at 34 C.F.R. § 106.41(c)(6). The LCSD agrees to conduct a comprehensive self-assessment of the assignment and compensation of coaches at XXXX which, at minimum, will include assessment of the following:

- a. Each XXXX coach's respective training, experience, other professional qualifications, and professional standing.
- b. XXXX's current compensation package for any individual who performs coaching duties at XXXX, including the rate of compensation, the duration of employment contracts, conditions relating to contract renewal, the nature of coaching duties performed, working conditions, and all other terms and conditions of the individual's employment. The LCSD will also review the nature of coaching duties performed by any individual who assists with coaching at XXXX on a strictly voluntary, non-compensated basis.
- c. A review of any LCSD or XXXX policies, procedures, and practices which may impact the LCSD's athletics program with regard to the assignment and compensation of coaches.
- d. A description of any differences relating to the assignment and compensation of coaches between male and female participants in the XXXX's interscholastic athletics program, for the XXXX XXXX and XXXX XXXX school years, including, but not limited to, coaching reassignments, new hires, and/or other changes in the opportunity to receive coaching and the assignment and compensation of coaches.
- e. Based on a review of the factors identified above, the LCSD will determine whether disparities exist in the assignment and compensation of coaches to male and female athletes at XXXX. If nondiscriminatory factors cannot explain the differences, the

LCSD will also determine whether any disparities identified deny students of either sex an equivalent opportunity to participate in the interscholastic athletics program at XXXX. OCR will review the LCSD's determination, as well as all information relied upon by the LCSD in reaching its determination.

Reporting Requirement:

- By XXXX XXXX XXXX, the LCSD will report to OCR the results of the reviews conducted pursuant to Action Item 1. Along with the results of the LCSD's self-assessment, the LCSD will produce to OCR the following data for the XXXX XXXX academic year only:
 - a. The rosters of each XXXX interscholastic athletic team;
 - b. The identity of all coaches, including volunteer coaches, for each XXXX interscholastic team;
 - c. A copy of the employment contracts of each XXXX employee who also performs coaching duties;
 - d. For those coaches who are LCSD employees, a description of any other duties performed by the coach (e.g., teaching duties); and
 - e. A description of the qualifications and experience of each person who performs coaching duties at XXXX, whether employed by the LCSD or not.

OCR will review the LCSD's self-assessment. In reviewing the LCSD's self-assessment, OCR will review the above-requested documentation as well as the reason(s) supporting the LCSD's determination. OCR will either approve the LCSD's self-assessment or provide feedback regarding the LCSD's self-assessment within **30 calendar days**.

Action Item 2: Self-Assessment (Provision of Equipment and Supplies)

The LCSD agrees to provide equal athletic opportunities to members of both sexes in its interscholastic athletics program at XXXX with respect to the provision of equipment and supplies, as required by Title IX and its implementing regulation at 34 C.F.R. § 106.41(c)(2). The LCSD agrees to conduct a comprehensive self-assessment of the provision of equipment and supplies at XXXX which, at minimum, will include assessment of the following:

- a. The LCSD will assess the equipment and supply needs at XXXX. In conducting its assessment, the District will compile an inventory of all uniforms and sport-specific equipment and supplies provided to boys', girls' and co-ed teams to determine whether the teams are provided equivalent equipment and supplies.
- b. The LCSD will consider input provided by coaches and student-athletes of both sexes regarding the provision of equipment and supplies, including the quality, amount, suitability, maintenance and replacement, and availability.

- c. The LCSD will also review all funding sources for the provision of equipment and supplies to the interscholastic athletic program at XXXX, including, but not limited to, the District's Activities fund, booster club funding, parent-teacher organization funding, or any other outside contributions provided to any athletics team (e.g., parent donation). The LCSD will determine whether there any disparities in funding sources which deny student-athletes of either sex an equivalent opportunity to participate in the interscholastic athletics program at XXXX.
- d. The LCSD will review the maintenance and replacement of equipment and supplies at XXXX and determine whether there are any disparities in maintenance and replacement schedules among interscholastic athletics teams at XXXX.
- e. Based on a review of the above-listed factors, the LCSD will determine whether any disparities exist between the provision of equipment and supplies provided to male and female athletes at XXXX. If nondiscriminatory factors cannot explain the disparities, the LCSD will also determine whether the identified disparities deny students of either sex an equivalent opportunity to participate in the interscholastic athletics program at XXXX. OCR will review the LCSD's determination, as well as all information relied upon by the LCSD in reaching its determination.

Reporting Requirement:

- By XXXX XXXX XXXX, the LCSD will report to OCR the results of the review conducted pursuant to Action Item 2. Along with the results of the LCSD's self-assessment, the LCSD will produce to OCR the following data:
 - a. A current inventory of all equipment and supplies provided to each XXXX interscholastic athletics team.
 - b. A current maintenance and replacement schedule for each XXXX interscholastic athletics team.
 - c. A copy of any surveys administered to coaches and student-athletes regarding the provision of equipment and supplies.
 - d. A copy of any documentation evidencing the funding sources and itemized receipts for expenses incurred by each XXXX interscholastic athletics team for the XXXX XXXX and XXXX XXXX school years.

OCR will review the LCSD's self-assessment. In reviewing the LCSD's self-assessment, OCR will review the above-requested documentation as well as the reason(s) supporting the LCSD's determination. OCR will either approve the LCSD's self-assessment or provide feedback regarding the LCSD's self-assessment within **30 calendar days**.

Action Item 3: Self-Assessment (Travel and Per Diem Allowance)

The LCSD agrees to provide equal athletic opportunities to members of both sexes in its interscholastic athletics program at XXXX with respect to travel and per diem allowance, as

required by Title IX and its implementing regulation at 34 C.F.R. § 106.41(c)(4). The LCSD agrees to conduct a comprehensive self-assessment of travel and per diem allowances to each interscholastic athletic team at XXXX which, at minimum, will include assessment of the following:

- a. The LCSD will review the modes or methods of transportation used by each XXXX interscholastic athletics team, such as District-owned, privately owned, or commercial vehicles (e.g., chartered buses).
- b. The LCSD will consider whether meals are provided to any interscholastic athletics team at XXXX either before or after competitive events, by whom the meal is provided (District purchase or parent volunteers), and the approximate cost of each meal provided.
- c. For each XXXX interscholastic athletics team, the LCSD will consider the number of student-athletes on the travel squad for each away game or competition, the location of the game or competition, the names and positions of additional personnel who traveled with the team to each game or competition (including coaches, trainers, and student assistants/managers), and the vehicle(s) used.
- d. The LCSD will consider the role played by booster clubs, parent-teacher organizations, or parent volunteers in the provision of transportation or meals to student-athletes.
- e. Considering the above factors, the LCSD will determine whether any disparities exist between the provision of travel and per diem to male and female athletes at XXXX. To the extent nondiscriminatory factors cannot explain the differences, the LCSD will also determine whether the identified disparities deny students of either sex an equivalent opportunity to participate in the LCSD's interscholastic athletics program. OCR will review the LCSD's determination, as well as all information relied upon by the LCSD in reaching its determination.

Reporting Requirement:

- By XXXX XXXX XXXX, the LCSD will report to OCR the results of the review conducted pursuant to Action Item 3. Along with the results of the LCSD's self-assessment, the LCSD will produce to OCR the following data:
 - a. A copy of the competition schedule for each XXXX interscholastic athletics team for the XXXX XXXX and XXXX XXXX academic years.
 - b. Identification of the mode of transportation used by each XXXX interscholastic athletics team for away competition during the XXXX XXXX and XXXX XXXX academic years.
 - c. A statement regarding whether any meals were provided to athletes for home or away competition and, if yes, the approximate cost of each meal provided and identification of the individuals/account responsible for covering the cost of the meal (e.g., booster club, activities fund, parent donation).

OCR will review the LCSD's self-assessment. In reviewing the LCSD's self-assessment, OCR will review the above-requested documentation as well as the reason(s) supporting the LCSD's determination. OCR will either approve the LCSD's self-assessment or provide feedback regarding the LCSD's self-assessment within **30 calendar days**.

Action Item 4: Corrective Action Plan

If, after consultation with OCR as contemplated in Action Items 1 through 3, above, the LCSD determines that members of either sex are denied an equivalent opportunity to participate in the LCSD's interscholastic athletics program with respect to any of the program components identified, the LCSD will develop a Corrective Action Plan to address the disparities found. The LCSD's Corrective Action Plan will identify specific steps the LCSD will take to ensure that male and female athletes are afforded an equal opportunity to participate in its interscholastic athletics program, including timeframes for completion of each step. The LCSD will ensure that equivalent opportunity between male and female athletes in each of the program components identified in these complaints is achieved by the conclusion of the **XXXX XXXX academic year**.

Reporting Requirements:

- By **XXXX XXXX XXXX**, the LCSD will provide to OCR, for review and approval, its Corrective Action Plan, including timeframes for completion. The Corrective Action Plan will include a description of the steps that will be taken by the LCSD during the XXXX XXXX school year to ensure that equivalent athletic opportunities are being provided to male and female athletes at XXXX with regard to the assignment and compensation of coaches, the provision of equipment and supplies, and travel and per diem allowance. OCR will provide comments, if any, within **30 calendar days**.
- By **XXXX XXXX**, the LCSD will submit a progress report to OCR evidencing the actions it has taken to implement its Corrective Action Plan (e.g., changes in travel procedures, hiring of additional coaching staff, establishment of maintenance and replacement schedule for equipment and supplies).
- By **XXXX XXXX**, the LCSD will provide to OCR, for review and approval, its final report evidencing that male and female athletes at XXXX are provided equivalent athletic opportunities with regard to the assignment and compensation of coaches, the provision of equipment and supplies, and travel and per diem allowance.

GENERAL PROVISIONS

The LCSD 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 LCSD 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 LCSD has fulfilled the terms of this Agreement and is in compliance with Title IX and its implementing regulations at 34 C.F.R. §§ 106.41(c)(2),

(4), and (6), which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The LCSD 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 LCSD 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 LCSD's representative below.

/s/

Superintendent or Designee
Lincoln County School District

Date