

RESOLUTION AGREEMENT
PAOLA U.S.D. # 368 SCHOOL DISTRICT
OFFICE FOR CIVIL RIGHTS DOCKET NUMBER 07141191

The Paola U.S.D. # 368 School District (District), Paola, Kansas, voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the allegations in Complaint No. 07141191 (Complaint) that was filed under Title IX of the Education Amendments of 1972 (Title IX), 29 United States Code (U.S.C.) § 1681, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 106.

The District submits this Agreement to resolve OCR Docket No. 07141191 and issues identified by OCR during the course of its investigation, pursuant to Section 302 of OCR's *Case Processing Manual*. Because the District voluntarily submitted, and OCR accepted, the Agreement prior to the conclusion of OCR's investigation, OCR has made no findings of fact or law and has not issued a final determination with respect to any of the allegations in the complaint.

The District agrees to take the following actions:

Notice of Nondiscrimination

1. Within 30 calendar days of the date of this Agreement, the District will develop a draft notice of nondiscrimination as required by the regulations implementing Section 504 at 34 C.F.R. § 104.8(a) and (b), Title VI of the Civil Rights Act of 1964 (Title VI) at 34 C.F.R. § 100.6(d), Title IX of the Education Amendments of 1972 (Title IX) at 34 C.F.R. § 106.9(a) and (b)(1), and the Age Discrimination Act (Age Act) at 34 C.F.R. § 110.25(b). This notice of nondiscrimination will state that the District does not discriminate on the basis of disability, race, color, national origin, sex, or age in admission to or employment in its education programs or activities and provides equal access to the Boy Scouts and other designated youth groups. This notice of nondiscrimination will also state that inquiries concerning the District's compliance with Section 504, Title II, Title VI, Title IX, the Age Act, or the Boy Scouts of America Act, may be referred to the District's Coordinator and include the name or title, address, and telephone number of the Coordinator.
2. The District will also include OCR's address: U.S. Department of Education, Office for Civil Rights, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, Missouri 64106; Telephone: (816) 268-0550; Fax: (816) 268-0599; TTY: (877) 521-2172; Email: OCR.KansasCity@ed.gov.

Reporting Requirement: Within 45 days of the date of this Agreement, the District will provide OCR with a copy of the revised notice of nondiscrimination for OCR's review and approval.

3. Within 60 days of receiving approval from OCR of its revised notice of nondiscrimination, the District will adopt, publish and prominently display its notice of nondiscrimination on the District's website and online handbook and provide students/parents and employees print notifications regarding the changes to the handbook.

Reporting Requirement: Within 60 days of receiving OCR's approval, the District will provide OCR with documentation demonstrating the notice has been adopted by the District and provide OCR documentation of its implementation of item 3 of the Agreement.

Reporting Requirement: By August 15, 2015, the District will provide OCR copies of the District's student, parent, and employee handbooks evidencing its dissemination and publication of the approved notice of nondiscrimination.

Travel and Per Diem

4. The District shall draft and adopt a policy which ensures male and female athletic teams receive equivalent travel and per diem allowances and housing when traveling as required by 34 C.F.R. § 106.41(c)(4).

Reporting Requirements: Within thirty (30) days from the date of this Agreement, the District shall submit the policy required by paragraph 4 to OCR for review and approval. Within thirty (30) days from the date OCR approves the policy, the District shall submit documentation to OCR demonstrating that the policy was adopted by the District.

5. By June 15, 2015, January 15, 2016, and June 15, 2016, the District will complete assessments of the implementation of the travel and per diem policy adopted pursuant to item 4 of the Agreement. The assessments will include input from members of the high school male and female teams and, at a minimum:
 - a) A review of the modes or methods of transportation used by each team for each competition, such as institutionally owned, privately owned, or commercial vehicles. Specify the type of transportation used, e.g., car, van, bus, or plane.
 - b) The total per diem or amount spent for each trip for each team and the per diem allowance or amount spent for meals for each athlete for each team.
 - c) For each team, the number of student athletes on the travel squad for each away game or completion, the location of the game or competition, the names and positions of additional personnel (including coaches, trainers, and student assistants/managers) who traveled with the team to each game or competition, the vehicle(s) used and the capacity of the vehicle(s) used.
 - d) The role played by booster clubs and any other outside entities in the provision of transportation and per diem allowances.

6. If the assessments determine that the high school male and female athletic teams are not receiving comparable benefits and opportunities with respect to travel and per diem allowances as required by the policy, the District will develop a plan to ensure that female and male student athletes are provided with equivalent benefits and services in the area where the benefits were not comparable.

Reporting Requirements: By August 15, 2015, March 15, 2016, and August 15, 2016, the District will provide OCR the results of the assessments and the plan developed to address any inequalities with respect to travel and per diem allowances for OCR's review and approval.

7. If the assessments determine that the high school male and female athletic teams are receiving comparable benefits and opportunities with respect to travel and per diem allowances as required by the policy, the District will provide OCR a report explaining the District's determination that the assessment revealed no inequalities and the information, including appropriate documentation, upon which it is based.

Reporting Requirements: By August 15, 2015, March 15, 2016, and August 15, 2016, the District will provide OCR the report(s) required by item 7 of the Agreement.

8. By June 15, 2015, January 15, 2016, and June 15, 2016, the District will complete assessments of the implementation of the housing component of the policy adopted pursuant to paragraph 4 above. The assessments will include input from members of male and female teams and, at a minimum:

- a) all travel for all male and female teams for the second semester of the 2014-15 school year and the first and second semesters of the 2015-2016 school year including the dates of travel;
- b) the location of the housing (including the name of the hotel or other facility)
- c) number of beds per room;
- d) the number of beds in each room;
- e) the number of students assigned to a room.

9. If the assessments determine that the male and female athletic teams are not receiving comparable benefits and opportunities with respect to housing for students when traveling as required by the policy, the District will develop a plan to ensure that female and male student athletes are provided with equivalent housing when traveling.

Reporting Requirements: By August 15, 2015, March 15, 2016, and August 15, 2016, the District will provide OCR the results of the assessments and the plan developed and required by item 9 to address any inequalities with

respect to housing afforded to male and female athletes during travel for OCR's review and approval.

10. If the assessments determine that the high school male and female athletic teams are receiving comparable benefits and opportunities with respect to housing for students when traveling as required by the policy, the District will provide OCR a report explaining the District's determination that the assessment revealed no inequalities and the information, including appropriate documentation, upon which it is based.

Reporting Requirements: By August 15, 2015, March 15, 2016, and August 15, 2016, the District will provide OCR the report(s) required by item 10 of the Agreement.

Complaint Procedures

11. By March 11, 2015, the District will revise its complaint procedures to provide for prompt and equitable resolution of complaints alleging discrimination, harassment, and retaliation on the bases of race, color, national origin, disability, sex, and age. The complaint procedure should incorporate appropriate due process standards and include at a minimum the following:
 - a) a statement that the complaint procedure is applicable to complaints alleging discrimination, harassment, and retaliation on the bases of race, color, national origin, disability, sex, and age by students, employees, and third parties;
 - b) notice to students, employees and others of the process for filing a complaint, including whom to contact (title, address, and telephone number of the contact individual should be included) and how to initiate a complaint;
 - c) provisions for maintaining the confidentiality of the person who files a complaint;
 - d) notice that retaliation against a person who files a complaint of discrimination, or persons who participate in related proceedings is prohibited;
 - e) assurance that if discrimination has occurred, appropriate corrective and remedial actions will be taken; and
 - f) a provision that notifies individuals they may file complaints with OCR. The provision should include the following contact information:

U.S. Department of Education, Office for Civil Rights, One Petticoat Lane, 1010 Walnut, Suite 320, Kansas City, Missouri 64106-2106; Telephone: (816) 268-0550; Facsimile: (816) 268-0599; or [Email: OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

Reporting Requirement: Within 45 days of the date of this Agreement, the District will submit to OCR the complaint procedure required by item 11 for OCR’s review and approval.

12. After receiving OCR’s approval of its complaint procedure required by item 11, the District will disseminate its revised complaint procedure to all students, employees, and others by prominently including the approved complaint procedure in the District’s student handbook(s) and employee handbook(s) and publication on the District’s website. **The District may meet this requirement either by 1) including appropriate inserts in existing hardcopy materials and publications; 2) revising and reprinting the materials and publications; or, 3) updating the electronic versions of the student and employee handbooks, and notifying parents, students, and staff of the revisions.**

Reporting Requirement: Within 30 days after OCR notifies the District in writing that it has approved the revised complaint procedure, the District will submit to OCR documentation showing completion of the activities described in item 10.

Reporting Requirements: By January 15, 2016, and June 15, 2016, the District will provide OCR a copy of all complaints received during the first and second semesters of the 2015-16 school year; a description of the investigation, the names of any witnesses interviewed, copies of witness statements, the results of the investigation, and a copy of the written notice of the results of the investigation to the person filing each complaint.

Title IX Training

13. By June 15, 2015, the District will ensure that the Title IX Coordinator and District officials and staff, including but not limited to, administrators or officials, activities directors, athletic coaches, teachers, and any other individuals the District deems appropriate receive training on the legal requirements of Title IX, including the provision of ensuring equity for male and female student-athletes in the District’s athletics programs. The training will be provided by a person knowledgeable of the Title IX regulation and requirements.

Reporting Requirement: Within thirty calendar days of providing the Title IX training identified in item 13 of the Agreement, the District will provide documentation to OCR detailing the name and credentials of the person who provided the Title IX training, a sign-in sheet with the name and title of each attendee, the date the training was provided, and a copy of any training materials used.

This Agreement is not intended to constitute, nor shall it be deemed to constitute, an admission by the District of any violation of Title IX, or any other law or regulation pertaining to the allegations contained within the Complaint.

The District understands that OCR will close the monitoring of this Agreement when the District has fulfilled the terms of the Agreement.

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.

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/ Judy Welter
Judy Welter, Superintendent
Paola U.S.D. #368 School District
Paola, Kansas

1-30-2015
Date