RESOLUTION AGREEMENT
Piedmont Public Schools
OCR Docket Number 07161028

The Piedmont Public Schools (District), Piedmont, Oklahoma, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve this complaint that was filed under Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681, and its implementing regulation, 34 C.F.R. Part 106, which prohibit discrimination based on sex by a recipient of Federal financial assistance (FFA). The District, as a recipient of FFA, is subject to the requirements of Title IX and the implementing regulations of these federal laws.

The Agreement addresses the complainant’s allegations that the District discriminated against female student athletes on the basis of gender by failing to provide benefits, opportunities, and services to female softball team players that were equitable to the benefits, opportunities, and services that were provided to male baseball team players regarding scheduling games and practice times in the middle and high school programs; and also failed to provide the female softball players locker rooms, and practice and competitive facilities equitable to the locker rooms, practice and competitive facilities provided to male baseball team players.

The District is resolving this complaint during OCR’s investigation pursuant to Section 302 of OCR’s Case Processing Manual. Therefore, OCR has not made any findings of fact or law, or issued a final determination with respect to this complaint. The District agrees to take the following actions, but nothing contained in this Agreement shall be construed to constitute an admission on the part of the District to any of the allegations in this complaint:

I. GENERAL PROVISIONS

This Agreement resolves OCR Docket No. 07161028 and does not constitute an admission by the District of any violation of Title IX or any other law.

OCR will discontinue its investigation of OCR Docket No. 07161028 based upon the District’s commitment to take the actions specified in this Agreement which, when fully implemented, will resolve the allegations in this complaint. In the event the District fails to implement any provision of this Agreement, OCR may resume its investigation of the complaint or take other appropriate measures within its authority to effect compliance with Title IX.

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 regulations implementing Title IX.

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 and that all actions taken to comply with the requirements of the Agreement are subject to OCR’s review and approval. 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 regulations implementing Title IX which was at issue in 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 60 (sixty) calendar days to cure the alleged breach.

II. RESOLUTION PROVISIONS

Provision of Equitable Benefits and Services

1) The District will ensure that the softball program and the baseball program are afforded equivalent amounts of time for daytime and evening practice, and that the softball and baseball program participants have the same number of opportunities to participate in competitive play.

   **Reporting Requirement:** By September 1, 2017, the District will provide documentation to show the middle and high school softball teams are afforded opportunities for daytime and evening practice time that are equivalent to the opportunities for daytime and evening practice time afforded to the middle and high school baseball teams for OCR’s review and approval. The District will also provide documentation to show the middle and high school softball teams are provided the same number of opportunities for competitive play as the middle and high school baseball teams. If the softball program participants do not have the same number of opportunities for competitive play as the baseball program participants, the District will submit for OCR review and approval a legitimate nondiscriminatory reason for any apparent inequities in opportunities to participate in competitive play.

2) The District will provide OCR with a written inventory of the equipment, uniforms, game and practice fields (including dirt, spectator viewing areas, lighting, and batting cages), press boxes, coaches’ offices, locker rooms, and restrooms for the softball program and baseball program. The inventory shall detail the quantity and cost of each item listed, as well as when each item was purchased or constructed. For the spectator areas, coaches’ offices, and press boxes, state the dimensions and capacity (i.e. the number of individuals that can be accommodated in the structure). The District will create a report comparing the cost, quantity, quality and capacity of the item, feature or class or category of items or features for the softball program to those for the baseball program. The District will submit for OCR review and approval a legitimate non-discriminatory reason for all apparent inequities shown in the inventory, as well as a plan for remedying all inequities for which there is not a legitimate, non-discriminatory reason.
Reporting Requirement: By September 1, 2017, the District will submit its inventory and related documents as required by item 2 of this Agreement for OCR’s review and approval.

3) Upon receiving OCR’s approval pursuant to items 1 and 2 of this Agreement, the District will fully implement its plan to remedy inequities between the softball program and the baseball program.

Reporting Requirement: Within 30 calendar days after OCR’s approval of the plan submitted pursuant to item 2 of this Agreement, and monthly thereafter until such time as OCR has reviewed and approved the District’s final progress report evidencing that the District has fully remedied inequities between the softball and baseball programs, the District will provide OCR with progress reports detailing the incremental steps it has taken to implement the plan. The District will provide its final progress report evidencing that the District has fully remedied the inequities between the softball and baseball program by no later than 1 year from the date of this Agreement.

4) The District will ensure that the ratio of coaches to players for the District’s softball program is the same as the ratio of coaches to players for the baseball team; and that the budgets allocated for coaching staff for the softball and baseball programs are proportionate to the number of coaches for each team.

Reporting Requirements: Within calendar 60 days of the execution of this Agreement, and at the beginning of each semester for the 2017-18 and 2018-19 school years, the District will provide OCR with evidence of: 1) the number of athletes participating in the baseball program and softball program during the current semester, 2) the number of coaches employed for each team, and 3) the amount of the budget (in dollars) allocated to coaching staff for each of the softball and baseball programs.

5) The District will draft or revise its policies and procedures governing the allocation of funds for student athlete travel, participation in athletic camps, and tournaments, to ensure that softball program participants have equivalent opportunity to travel, attend athletic camps, and participate in tournament play as the baseball team, and to ensure that the monies available to each softball program participant for travel, athletic camps, and tournament play is equivalent to the funds available to each baseball program participant for travel, athletic camps, and tournament play.

Reporting Requirements: Within 30 calendar days of the execution of this Agreement, the District will submit to OCR for its review and approval a copy of its procedures and requirements for ensuring that the softball team has equivalent opportunity to participate in camps and regional tournaments as the baseball team,
and ensuring that the funds available to each softball program participant for travel, athletic camps, and tournament play is equivalent to the monies available to each baseball program participant for travel, athletic camps, and tournament play.

**Within 30 calendar days** of receiving OCR’s approval of its policies governing the allocation of monies for student athlete travel, participation in athletic camps, and tournament play, and at the beginning of each semester for the 2017-18, and 2018-19 school years, the District will provide OCR with documentation of the number and substance of requests for travel, athletic camps, and tournament play made by the softball and baseball programs; and the documentation of the amount of its budget (in dollars) allocated for travel, athletic camps, and tournament play for the softball and baseball programs for that semester.

**Training and Policies**

6) The District will provide training regarding the District’s responsibilities under Title IX as they pertain to interscholastic athletic activities to all District administrators and individuals who have coaching responsibilities or perform any coaching functions in the District. The training will include information regarding the requirement to provide nondiscriminatory participation opportunities to male and female athletes, the need to consider donated items and funds when ensuring male and female programs are equitably supported, the prohibition against retaliation for engaging in any activity that is protected under Title IX, and the requirement to keep records sufficient for the District to be able to demonstrate its compliance with the requirements of Title IX.

**Reporting Requirement:** Within 90 calendar days of the execution of this Agreement, the District will provide OCR with documentation sufficient to demonstrate the District has completed the actions required under item 6 for OCR’s review and approval. The documentation should include, but is not limited to, the following information and records: a) the date, time, and location of the training; b) information regarding the content of the training, including copies of any PowerPoint presentations used and copies of any handout materials provided; c) the name(s) and title(s) of the individual(s) who presented the training and information sufficient to indicate the individual(s) qualification to present the training; and d) the name and title of each employee who attended the training (a sign-in sheet with legible entries of the attendees’ names and titles is sufficient). OCR is available to provide technical assistance regarding the requirements set forth in item 6 of this Agreement upon request.

7) The District shall review and if necessary revise its notice of non-discrimination on the basis of sex to ensure that it meets the requirements of Title IX and its implementing regulation at 34 C.F.R. § 106.9. The District may consult with OCR for technical assistance in drafting or revising its notice of nondiscrimination, and may refer to OCR’s
policy guidance entitled *Notice of Non-Discrimination*, including the sample combined notice of nondiscrimination.¹

**Reporting Requirement**: **Within 30 calendar days** of the date this Agreement is executed, the District will provide OCR with a copy of its notice of nondiscrimination on the basis of sex for its review and approval.

8) The District shall publish and prominently display the OCR-approved notice of nondiscrimination on the basis of sex in an easily visible location in all electronic and printed publications for general distribution, including, but not limited to, the following publications: a) bulletins; b) announcements (excluding unforeseeable announcements such as inclement weather notices); c) catalogs; d) student, faculty, and employee handbooks and/or manuals; e) board policies and grievance procedures for discrimination complaints; and f) student codes of conduct. For publications such as student, employee, and faculty handbooks, the notice should be placed at the beginning of each handbook in a section entitled Notice of Nondiscrimination or a similar title, with a reference in the index or table of contents. The revised notice shall be prominently posted in an easily visible location in the District administration building(s).

**Reporting Requirement**: **Within 30 calendar days** of the District receiving OCR’s approval of its notice of nondiscrimination on the basis of sex, provide to OCR a current list of the posted, electronic (including online), and hard-copy publications containing the OCR-approved notice of nondiscrimination on the basis of sex, with links to the electronic publications and copies of the hard-copy publications. For any District hard-copy publications that will not be revised until the 2017-18 school year, the District will at the same time provide OCR with a list of such publications, and copies of those revised hard-copy publications will be provided to OCR no later than **September 1, 2017**.

9) The District shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX and its implementing regulations, including the investigation of complaints about conduct which would be prohibited by Title IX. The District shall notify all its students and employees of the name, office address and telephone number of the designated employee or employees. This information will additionally be published with the notice of non-discrimination approved by OCR pursuant to item 8 of this Agreement.

**Reporting Requirement**: **Within 30 calendar days** of the execution of this Agreement, the District shall provide to OCR the name, title and contact information of the Title IX coordinator(s), as well as provide a copy of the District’s notification to students and employees. Additionally, **within 30 days of**

¹ OCR’s guidance entitled *Notice of Non-Discrimination* can be found at [http://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html](http://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html).
OCR’s approval of the notice of non-discrimination described in item 9 of this Agreement, the District will provide a list of the posted, electronic (including online), and hard-copy publications containing the name and contact information for the District’s Title IX coordinator(s), with links to the electronic publications and copies of the hard-copy publications. For any District hard-copy publications that will not be revised until the 2017-18 school year, the District will at the same time provide OCR with a list of such publications, and hard copies of those revised publications by no later than September 1, 2017.

The person signing below for the District represents that he or she is authorized to bind the District to this Agreement.

/s/ Dr. James G. White, Superintendent
Piedmont Public Schools
6-1-2017
Date