

**RESOLUTION AGREEMENT**  
**Academy School District 20**  
**OCR Case No. 08-22-1614**

The United States Department of Education (Department), Office for Civil Rights (OCR) and the Academy School District 20 (District) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced case. The District's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such. The District assures OCR that it will take the following actions to comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 *et seq.*, and its implementing regulation at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex in any education program or activity operated by a recipient of federal financial assistance from the Department.

The District agrees to take the following actions:

- 1. Equity Assessment.** The District will hire a qualified outside assessor to complete a comprehensive equity assessment of all teams in interscholastic athletic programs at Pine Creek High School (High School) pertaining to:
  - a) the provision of locker rooms (quality and availability);
  - b) the quality, amount, maintenance and replacement, and availability of equipment and supplies (uniforms and other apparel, sport-specific equipment, general equipment);
  - c) travel and per diem allowances (modes or methods of transportation, per diem allowance for athletes by team, size of squad/team and additional personnel who travel with the team);
  - d) medical and training facilities and services, specific to availability of medical personnel, athletic trainers, and assistants; and
  - e) provision of support services, specific to the amount of administrative assistance provided to male and female athletic programs, and the amount of secretarial and clerical assistance provided to male and female athletic programs.

The assessment will identify all of the High School's male and female athletic programs and will include, at a minimum, a review of District records (e.g., budget documents, purchase orders), interviews of relevant administrators and coaches, a survey issued to High School student athletes where appropriate, and a review of the benefits and opportunities provided to student athletes through District-approved booster clubs and other outside entities (i.e., individuals and organizations that donate money or provide equipment to the District for its athletic programs).

**Reporting Requirement (1):** Within **60 days** of the date of this Agreement, the District will provide OCR with the name and qualifications of its proposed assessor for OCR's review and approval.

**Reporting Requirement (2).** Within **90 days** of OCR’s approval of the assessor, the District will provide OCR with a report on the assessment conducted pursuant to Paragraph 1. The report will include: a list of the individuals involved in the assessment process; a description of non-documentary information considered; a copy of any documents relied upon in the process; a copy of any survey responses; the results of the assessment; and timeframes for any necessary changes resulting from the assessment to ensure that student athletes are provided with equivalent benefits and services in each of the five areas in compliance with the requirements of Title IX.

- 2. Guidelines.** Within **60 days** of the date the District receives written notice from OCR that it has fulfilled the terms of Paragraph 1, the District will provide OCR for OCR’s review and approval, draft written guidelines (Guidelines) to ensure the District provides equivalent athletic opportunities for males and females in the High School athletics programs areas as outlined in Paragraph 1(a)-(e). The District will promptly and fully address feedback, if any, from OCR until it receives approval from OCR.

**Reporting Requirement (2)(a).** Within **90 days** of receiving OCR’s approval of the Guidelines, the District will provide OCR with documentation showing the District’s progress in implementation of the Guidelines and any necessary changes resulting from the assessment. The District will submit a second progress report within 180 days of receiving OCR’s approval.

**Reporting Requirement (2)(b).** Within **60 days** of OCR’s approval of the District’s Guidelines, the District will convene a meeting of key personnel, including the superintendent, athletic/activities director, Title IX coordinator, high school principal, and all coaches of High School interscholastic teams and club teams, to discuss the Guidelines, the District’s general responsibilities under Title IX, and Title IX’s application to athletics, including how funding from any source (e.g. booster clubs) can affect the balance of equivalent benefits and services for male and female athletes. The meeting should be conducted by an individual(s) knowledgeable about Title IX.

**Reporting Requirement (2)(c):** Within **30 days** after the meeting described in Paragraph 3, the District will provide OCR with documentation that includes the date(s) of the meeting(s); copies of the agenda and any training materials distributed; the name and qualifications of the person(s) who conducted the meeting; and a copy of the sign-in sheets of attendees, indicating name and job title.

- 3. Training.** The District will provide training to key personnel, including but not limited to the superintendent, athletic/activities director, Title IX coordinator, high school principal, and all coaches of High School interscholastic teams and club teams, and related service providers in its High School athletics programs, addressing:

- a) an explanation that retaliation is a prohibited form of discrimination;
- b) the District's policies and procedures explaining the prohibition against retaliation;
- c) the District's grievance procedure(s);
- d) examples of prohibited retaliation;
- e) ways to avoid engaging in prohibited retaliation; and
- f) the prohibition of discrimination on the basis of sex, including, excluding persons from participation in, denying persons the benefits of, or treating persons differently in any athletics offered on the basis of sex.

**Reporting Requirement (3)(a).** Within **60 days** of the date of this Agreement, the District will provide OCR, for OCR's review and approval, its draft training materials; identify who will be providing the training, by name, title, and qualifications; and provide a list of personnel required to participate in the training, by name and title. The District will fully and promptly address any comments by OCR and will continue to modify the materials, trainers, or personnel list until it receives final OCR approval.

**Reporting Requirement (3)(b).** Within **60 days** of OCR's approval, the District will provide OCR with the following documentation: the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, sign-in sheets evidencing the employees who attended the training, a list of the required employees who did not attend, and a plan for providing follow-up for those employees who did not attend, as needed.

- 4. Individual Remedy.** The District will send a letter or email to the Complainant inviting her to request to participate in future volunteering positions pursuant to available opportunities.

**Reporting Requirement (4)(a).** Within **60 days** of the date of this Agreement, the District will provide OCR, for OCR's review and approval, the letter or email to the Complainant.

**Reporting Requirement (4)(b).** Within **30 days** of OCR's approval, the District will provide OCR with documentation that the letter or email was sent to the Complainant.

- 5. Team Managers.** For School Year (SY) 2023-2024, including any summer trips in 2023 and 2024, the District will document, by athletic team for the High School, all team manager(s) who attend out of state trips, to include the sex of the team manager(s) and a list of team manager(s) who did not attend for each out of state trip/event.

**Reporting Requirement (5)(a).** By **September 30, 2023**, the District will provide OCR its documentation showing a list of the team manager(s) and the sex of the team manager(s) who attended all out of state trips by athletic team and any supporting

information or documentation relied upon when determining which team manager(s) will attend or will not attend the out of state trips.

**Reporting Requirement (5)(b).** By **September 30, 2024**, the District will provide OCR its documentation showing a list of the team manager(s) and the sex of the team manager(s) who attended all out of state trips by athletic team and any supporting information or documentation relied upon when determining which team manager(s) will attend or will not attend the out of state trips.

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. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Title IX, which was at issue in this Complaint.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34. C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the 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.

**FOR ACADEMY SCHOOL DISTRICT 20:**

| /s/  
Superintendent or Designee

03/24/23  
Date