

Resolution Agreement
San Juan Unified School District
OCR Case No. 09-18-1076

In order to resolve the compliance concerns of the U.S. Department of Education, Office for Civil Rights (OCR), in the investigation of the above-referenced complaint filed against the San Juan Unified School District (District) pursuant to Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations, and under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990, as amended (Title II) and their implementing regulations, the District agrees to take the actions in this Resolution Agreement (Agreement).

I. PHYSICAL ACCESSIBILITY OF LOCKER ROOM FACILITIES

- a. The District will retain an independent consultant with expertise on physical access issues to inspect both the girls' and boys' locker rooms at Casa Roble High School (School) to assess whether both locker rooms are accessible and in compliance with applicable physical access regulations regarding the accessibility of the restrooms, exterior doors, and door thresholds in both locker rooms (the "Project").
- b. The independent consultant will be approved by OCR. The District, after retaining its independent consultant, shall promptly provide this person with all appropriate information necessary to engage in the process of inspecting and assessing the girls' and boys' locker rooms regarding the items identified in Section I.a. of this Agreement.
- c. Reporting Requirements:
 1. By June 1, 2020, the District will provide the name of the independent consultant (person or company) it wishes to retain to OCR for review and approval. Documentation demonstrating the qualifications of the independent consultant can include a resume or other documentation describing the independent consultant's experience, expertise, and qualifications for the position.
 2. Within sixty (60) business days of receipt of written OCR approval of the independent consultant selected by the District, the District will provide OCR with documentation, such as an email or contract, demonstrating that it has retained the independent consultant to provide the services (the "Project") described in Section I.a. of this Agreement.
 3. Within ninety (90) business days of retaining the services of an independent consultant, the District will provide OCR with a summary of the results of the inspection conducted by the independent consultant, described in Section I.a. of this Agreement, including a summary of any

recommendations regarding what measures, if any, need to be taken to make both locker rooms accessible (the “Project”).

4. Within sixty (60) business days after providing OCR with the summary described in Section 1.c.3. of this Agreement, the District will select an architect and construction management firm to prepare a schedule of activities that adhere to the District’s procurement processes and applicable public contracting laws. The District will provide the schedule to OCR for review and approval. Once the schedule of activities is reviewed and approved by OCR, the District and OCR will amend the resolution agreement to reflect the schedule of activities and completion of the “Project”.

II. FACILITIES FOR ATHLETICS TEAMS

- a. The District will ensure that it provides a team room at the School that is in or near the girls’ locker room and easily accessible to the girls’ athletic teams. The District will also ensure that the girls’ team room that is made available to girls’ athletic teams is equivalent to the team room in the boys’ locker room, including ensuring that the girls’ team room contains an equal or comparable number of lockers that can be used by the female athletes and that the team room is similar in size to the team room in the boys’ locker room.
- b. The District will ensure that the boys’ baseball fields and girls’ softball fields at the School are maintained in an equivalent manner regarding the mowing, edging, blowing, weed spraying, weed whacking, grass seeding, and fertilizing of the fields as well as providing sprinkler maintenance and soil replacement, if needed. Specifically, the District will ensure that it promptly responds to work orders for the above identified services on the softball field and completes the work in a timely manner.
- c. The District will ensure that there is sun protection coverage, such as a tarp or another suitable method, on both the home and visitor’s dugouts located on the junior varsity and varsity softball fields.
- d. Reporting Requirements:
 1. By June 1, 2020, the District will provide the name of the independent consultant (person or company) it wishes to retain to evaluate the process for providing a team room identified in Section II.a. of this Agreement to OCR for review and approval. Documentation demonstrating the qualifications of the independent consultant can include a resume or other documentation describing the independent consultant’s experience, expertise, and qualifications for the position.

2. Within sixty (60) business days of receipt of written OCR approval of the independent consultant selected by the District, the District will provide OCR with documentation, such as an email or contract, demonstrating that it has retained the independent consultant to provide the services described in Section II.a. of this Agreement.
3. Within ninety (90) business days of retaining the services of an independent consultant, the District will provide OCR with a summary of the results of the inspection conducted by the independent consultant, described above in Section II.a. of this Agreement, including a summary of any recommendations regarding how to provide a girls' team room in or near the girls' locker room.
4. By June 30, 2021, the District will provide documentation to OCR showing compliance with Section II.b. of this Agreement during the 2020-2021 school year. This documentation shall include documentation showing how the baseball fields and softball fields have been maintained in an equivalent manner. It shall also include statements from the baseball and softball coaches affirming that the School has taken the steps required in Section II.b. of this Agreement.
5. By June 30, 2021, the District will provide documentation to OCR showing compliance with Section II.c. of this Agreement during the 2020-2021 school year. This documentation shall include documentation showing or explaining how the School has ensured that the home and visitor's dugouts on the junior varsity and varsity softball fields have sun protection. It shall also include statements from the varsity softball coach affirming that the School has taken the steps required in Section II.c. of this Agreement.

III. PUBLICITY FOR ATHLETIC TEAMS

- a. The District will ensure that the School's sideline cheerleaders will provide equal cheer support for both the varsity and junior varsity girls' and boys' competitive basketball games.
- b. The District will ensure that the School band will play an equal amount for both varsity and junior varsity boys' and girls' basketball games.
- c. With regard to fundraisers that involve the participation of both girls' and boys' athletic teams, such as the crab feed fundraiser, School staff will provide the Casa Roble Booster Club (Booster Club), Tax ID #XXXXXXX and a separate entity from both the District and the School, with a proposed notice to send to all of the sports teams participating in the fundraiser that will notify them when tickets or other items involved will be available to sell. School staff will request that the Booster Club send the proposed notice to all of the sports teams participating in the fundraiser at the same time via email so that the teams have equal access to

participate in the fundraisers. School staff will also request that the Booster Club send the School staff a copy of the email notice that was sent to the sports teams participating in the fundraiser at the same time.

- d. The District will send the Booster Club a check in the amount of five hundred and fifty dollars (\$550.00), to be deposited into the girls' basketball team account for the benefit of the team. This monetary amount is equal to the amount the girls' basketball team raised in the crab feed fundraiser during the 2017-2018 school year.
- e. Reporting Requirements:
 1. By June 30, 2021, the District will provide documentation to OCR showing compliance with Section III.a. of this Agreement during the 2020-2021 school year. This documentation shall include a description of any policies and/or practices put in place by the School to ensure that the sideline cheerleaders have an opportunity to cheer for both the varsity and junior varsity girls' and boys' basketball games during the Quad home basketball games. It shall also include statements from the cheerleading coach, the varsity girls' basketball coach, and/or the varsity boys' basketball coach affirming that the School has taken the steps required in Section III.a. of this Agreement.
 2. By June 30, 2021, the District will provide documentation to OCR showing compliance with Section III.b. of this Agreement during the 2020-2021 school year. This documentation shall include a description of any policies and/or practices put in place by the School to ensure that if the School band decides to play at basketball games, that it will play an equal amount for both the girls' and boys' basketball games. It shall also include statements from the band faculty advisor, the varsity girls' basketball coach, and/or the boys' basketball coach affirming that the School has taken the steps required in Section III.b. of this Agreement.
 3. By June 30, 2021, the District will provide documentation to OCR showing compliance with Section III.c. of this Agreement during the 2020-2021 school year. This documentation shall include a copy of the proposed notice email that School staff sent to the Booster Club and a copy of the email notice that the Booster Club sent to the sports teams to notify them that tickets or other items for the fundraiser were available to sell.
 4. By June 30, 2021, the District will provide documentation to OCR showing compliance with Section III.d. of this Agreement. The documentation will show that the correct amount of monetary funds specified in Section III.d. of this Agreement was processed and sent to the Booster Club to be deposited into the girls' basketball team account for the benefit of the team.

IV. MONITORING

The District understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the District understands that during the monitoring of the 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 the Agreement. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close the case.

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 such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Kent Kern, Superintendent or Designee
San Juan Unified School District

03/20/2020
Date

APPROVED AS TO FORM

_____/s/_____
Linda C.T. Simlick
General Counsel, SJUSD

03/20/2020
Date