

Resolution Agreement
Claremont Unified School District
OCR Case No. 09-20-1188

The Claremont Unified School District (Recipient), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the compliance concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. §§ 1681-1688, and its implementing regulation, 34 C.F.R. Part 106, in the above-referenced OCR case number.

I. COMPETITIVE FACILITIES

- A. The Recipient agrees to provide equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the provision of locker rooms, practice, and competitive facilities at Claremont High School. In order to ensure equity between the female and male participants in the interscholastic athletic program by September 2, 2023, the Recipient will provide the varsity softball team with a practice and competitive facility with features such that the facility is equivalent to that which is provided to the varsity baseball team. This will include, but is not limited to, providing the varsity softball team with the following features:
1. A location that is a similar distance to the varsity baseball team's locker room.
 2. A level outfield and an adequately maintained infield.
 3. A clubhouse or similar structure with equipment storage that is equivalent to the varsity baseball team clubhouse.
 4. Equivalent batting cages with lights.
 5. An electronic scoreboard.
 6. Covered dugouts.
 7. A water bottle filling station that is shared with other sports in the sporting complex and restrooms that are similar distance to the varsity baseball facility and boys' restroom.
 8. Adequate bleachers for spectator seating.
- B. By April 9, 2021, the Recipient will conduct a meeting with all of the coaches of the junior varsity (JV) softball and JV baseball teams notifying them that due to the location of the both the practice and competitive facilities, each team must accommodate the other during batting practice and competitive events. Specifically, each team must limit batting into the shared outfield to times that the other team is not using the outfield.

II. MONITORING

- A. By April 30, 2021, the Recipient will provide OCR with a memorandum demonstrating that the meeting described in I. B. was conducted. The memorandum will show who attended the meeting and describe the agreed upon resolution of the outfield sharing issue.
- B. By September 2 of each year until the facility is completed, the Recipient will provide OCR with a written report including photographs showing the progress made towards the completion of the softball facility.
- C. By September 2, 2023, the Recipient will provide OCR with a report, including photographs, of the completed softball facility. This report will include photographs of each feature listed in part 1. A. of this Agreement for both the Varsity baseball field and the Varsity softball field.

The Recipient understands that by signing the resolution Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution Agreement. Further, the Recipient understands that during the monitoring of the resolution Agreement, if necessary, OCR may visit the Recipient campus, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipient has fulfilled the terms and obligations of the resolution Agreement. Upon the Recipient's satisfaction of the commitments made under the Agreement, OCR will close the case.

The Recipient understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Dr. Julie Olesniewicz
Interim Superintendent
Claremont Unified School District

04/15/2021
Date