

Resolution Agreement
Coalinga–Huron Joint Unified School District
OCR Case No. 09-14-1425

In order to resolve the allegations raised in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights under Title IX of the Education Amendments of 1972 (Title IX), and without admitting to any violation of Title IX or any other federal law, the Coalinga-Huron Joint Unified School District (District) voluntarily agrees to the terms of this Agreement. OCR concludes that compliance with the terms of this Agreement will address and resolve all allegations of the complaint. The District agrees to fully implement the terms below:

Provisions

Title IX Compliance Coordinator

1. By February 13, 2015 the District will name a District level Title IX Coordinator.
2. By March 6, 2015, the District will ensure that required information regarding the District level Title IX Coordinator are posted and made available as required by law.
3. By March 13, 2015, the District will provide OCR with documentation of the steps it has taken to meet the requirements of this Section.
4. By September 15, 2015, the District's Title IX Coordinator, key administrators from the District and each school site, and all other District employees who the District identifies as having responsibilities involving Title IX compliance will attend a training conducted by OCR. The training will cover the District's general responsibilities under Title IX and its application to athletics.

Locker Rooms, Practice and Competitive Facilities

1. Locker Rooms
 - a. The District will maintain the wooden benches in the Coalinga High School (School) Girls' Locker Room at the School, in a way that is equivalent to the benches provided in the Boys' Locker Room. If the benches cannot be maintained adequately, then they will be replaced with the same type of benches provided to the boys by February 1, 2015.
2. Softball Fields
 - a. The District will ensure that the School's Varsity and JV softball teams are provided with practice and competitive facilities that are equivalent in number, quality, use, and maintenance, to the facilities provided to

the School's Varsity and JV baseball teams. This will include, but is not limited to, the following features for each softball facility:

- i. A safe and adequate softball field for games and practice, including an appropriate sand and clay mixture for the infield;
 - ii. A fence around the entire playing field;
 - iii. Covered home and visitor dugouts;
 - iv. A new backstop;
 - v. Seating that provides adequate spectator capacity;
 - vi. Maintenance, cleaning, and security services similar to the baseball facilities;
- b. By June 30, 2015, the District will provide OCR with its plan, including a proposed timeline, to provide equivalent Varsity and JV softball practice and competitive facilities.
 - c. After the District's plan is approved by OCR, at the interval of every six months, the District will provide OCR with reports discussing the progress and completion toward the following milestones:
 - i. approval of the plan by the District's Board;
 - ii. solicitation and receipt of bids of construction of the facility or facilities;
 - iii. documentation (including photographs) that construction has begun on the facility or facilities;
 - iv. documentation (including photographs) that the facility or facilities are complete and operational.

3. Girls Soccer Practice Field

- a. By March 31, 2015, the District will provide OCR with a plan to better maintain the School's Girls' Soccer Practice Field, including but not limited to adequate watering and maintenance of the field and drawing of regulation lines on the field.
- b. After the District's plan is approved by OCR, the District will provide OCR with notice of approval of the plan by the District's Board within 10 days of the Board's approval.
- c. By June 30, 2015, the District will provide OCR with documentation (including photographs of the Girls Soccer Practice Field) of the steps it has taken to meet the requirements of this Section.

Funding

Sources of funding for athletic program benefits, treatments, and opportunities, such as improvements to athletic fields, are not relevant factors so as to allow an inequity in

resources allocated to sports activity to develop. When any donation, of money, time, goods, or services is made to the District, it is the responsibility of the District to ensure the use of those donations complies with the legal requirements of Title IX. The District will ensure that the allocation of all financial resources, both District and donations, will not result in disparities that disadvantage students of one sex.

Monitoring

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that, during the monitoring of this Agreement, OCR may visit the District, interview District staff, 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 regulation implementing Title IX, which was at issue in this case.

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 regulation 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 a minimum of sixty (60) calendar days to cure the alleged breach.

Coalinga-Huron Joint Unified School District

By: _____/s/_____

Date: 03/02/2015

Title: Superintendent