

VOLUNTARY RESOLUTION AGREEMENT

Salem Keizer School District voluntarily agrees to take the following actions to resolve the complaint (Reference No. 10221212) filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681-1688, and its implementing regulation at 34 C.F.R. Part 106.

I. REMEDIAL PROVISIONS

A. District Assessments

1. The District will conduct an assessment of the facilities used by the boys' interscholastic athletic teams and the girls' interscholastic athletic teams at Sprague High School (school) to ensure that members of both sexes are provided with equivalent benefits, opportunities, and treatment with respect to the provision of locker rooms, practice, and competitive facilities. The assessment will include but not be limited to, the following factors: 1) quality and availability of facilities provided for practice and competitive events; 2) exclusivity of use of facilities provided for practice and competitive events; 3) proximity of practice and competitive facilities that are located off campus; 4) availability of locker rooms; 5) quality of locker rooms, practice, and competitive facilities; 6) maintenance of locker rooms and practice and competitive facilities; and 7) preparation of facilities for practice and competitive events. The assessment will include input by coaches, student-athletes, and other knowledgeable individuals.

The assessment will specifically identify any inequities that exist with respect to the quality and availability of the boys' interscholastic athletic facilities as compared to the girls' interscholastic athletic facilities with respect to the above-identified factors.

2. The District will conduct an assessment of the equipment and supplies used by the boys' and girls' interscholastic athletic teams at the school to ensure that members of both sexes are provided with equivalent benefits, opportunities, and treatment with respect to equipment and supplies. The assessment will include but not be limited to, consideration of the following factors: 1) quality, condition, durability of equipment and supplies provided for each interscholastic athletic team; 2) suitability of equipment and supplies provided for each interscholastic athletic team (e.g. whether

equipment meets rules or specifications for competitive play); 3) amount of equipment and supplies available to each interscholastic athletic team, including consideration of whether equipment is shared between athletes or if any equipment is provided by athletes themselves; 4) maintenance and replacement of equipment and supplies, including the use of maintenance personnel and services, equipment storage, upkeep and repair of equipment, and replacement schedules for equipment, etc.; and 5) availability of equipment and supplies including the specific times when equipment and supplies are accessible to athletes. The assessment will include input by coaches, student-athletes, and other knowledgeable individuals.

The assessment will specifically identify any inequities that exist with respect to the quality and availability of equipment and supplies provided to the boys' interscholastic athletic teams as compared to the girls' interscholastic athletic teams with respect to the above-identified factors.

3. The District will conduct an assessment of coaching available to the boys' and girls' interscholastic athletic teams at the school to ensure that members of both sexes are provided with equivalent benefits, opportunities, and treatment with respect to the opportunities to receive coaching. The assessment will include consideration of the relative availability of full time coaches and part time and assistant coaches. In making these determinations, the District will obtain information from the coaches of each team and other knowledgeable individuals.

The assessment will specifically identify any inequities that exist with respect to the coaching available to the boys' interscholastic athletic teams as compared to the girls' interscholastic athletic teams.

4. Reporting Provision

Within 120 days of the execution of this resolution agreement, the District will submit the assessments referenced in Section I.A.1-3 of this agreement in the form of a written report to OCR for OCR's review and approval.

OCR will review the report submitted by the District and notify the District if additional data is needed or if revisions are required. If OCR requires additional data or revisions to the report, the District will re-submit the report to OCR for review and approval within 30 calendar days of receiving notice of the need for additional data and revisions required by OCR. OCR and the District will follow the same process until OCR approves the District's report.

B. Corrective Action Plan

1. Within 90 calendar days of receiving OCR's written approval of the District's report, the District will create a Corrective Action Plan to address any inequities that were identified in its report provided under Section I.A.1-3. The action plan will detail the specific steps the District will take to ensure that inequities identified in its report are addressed. The action plan will also include a detailed timeline for completion of the action plan.

2. Reporting Provision

Within 10 calendar days of drafting its action plan, the District will submit the action plan to OCR for OCR's review and approval. OCR will review the action plan submitted by the District and notify the District if revisions are required. If OCR requires revisions to the action plan, the District will re-submit the action plan to OCR for review and approval within 30 calendar days of receiving notice of the revisions required by OCR. OCR and the District will follow the same process until OCR approves the action plan.

C. Implementation of Action Plan

1. The District will implement the action plan within the time frame specified in the action plan.

2. Reporting Provision

Beginning 90 calendar days after receiving OCR's written approval of the action plan and on a twice-yearly basis thereafter at six-month intervals until the District has implemented the action plan, the District will provide OCR with written reports detailing the status of its implementation of the action plan. The reports will specify the items in the action plan that have been completed, the progress made

toward implementation of items that are planned or are underway, any obstacles or delays that have or may impact the full implementation of the action plan and any other information that is relevant to OCR's determination with respect to whether the District is in compliance with the Agreement and, ultimately, with the requirements of Title IX at issue in this case.

II. GENERAL MONITORING PRINCIPLES

- A. By signing the resolution agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement. During the monitoring of the resolution 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 resolution agreement.
- B. The District understands that OCR will not close the monitoring of the agreement until such time as OCR determines that the District is in compliance with the terms of the agreement and the statute and regulations at issue in the case.
- C. The District understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice for judicial proceedings in the event of breach. Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This agreement will become effective immediately upon the signature of District's representative.

Signed:

Date:

_____/s/_____
Christy Perry
Superintendent

_____11/3/2022_____