

RESOLUTION AGREEMENT
Olathe Public Schools, USD 233
OCR Case Number 07251502
SPPO Case Number 25-0737

Olathe Public Schools, USD 233 (hereinafter referred to as the “District”) voluntarily enters into this Resolution Agreement (hereinafter referred to as the “Agreement”) with the U.S. Department of Education’s Office for Civil Rights (OCR) and Student Privacy Policy Office (SPPO) in order:

- (1) to protect the rights of, and ensure a safe learning environment for, all students; and
- (2) to ensure the continued federal education funding of the District’s education programs

and to resolve all issues identified during the above-referenced investigations. This Agreement does not constitute an admission by the District of any violation of Title IX of the Education Amendments Act of 1972 (Title IX), the Family Educational Rights and Privacy Act (FERPA), or any other federal law enforced by the U.S. Department of Education.

Action Item 1 – Title IX

- (A) The District will post on its website a public statement, stating that, as a recipient of federal funding, the District has complied and will continue to comply with Title IX of the Education Amendments Act of 1972, 20 U.S.C. §§ 1681 *et seq.* and its implementing regulations (“Title IX”) in all of its education programs and activities, including in the provision of and access to facilities, such as locker rooms, bathrooms, shower facilities, and overnight accommodations, and participation in interscholastic athletics and intramural sports programs.

The statement shall:

- (i) Specify that Title IX compliance means the District will not – on the basis of *sex* – exclude male or female students from participation in, deny students the benefits of, or subject students to discrimination under any education program or activity including but not limited to participation in athletics programs or activities including intramural sports and interscholastic athletics programs, or in the provision of facilities including locker rooms, bathrooms, shower facilities, and overnight accommodations.
- (ii) Specify that the District shall not allow male students to compete in any interscholastic athletic or intramural program designated for girls or women, ensuring that only female students are eligible to compete as a member of girls’ and women’s athletics and intramural programs, consistent with current Title IX and Kansas law.
- (iii) Specify that the District will provide access to facilities, such as locker rooms, bathrooms, shower facilities, and overnight accommodations, accessible to students, strictly on the basis of sex, and that the facilities provided for one sex shall be comparable to such facilities provided for the other sex.
- (iv) Specify that the District shall continue to provide access to separate facilities, such as locker rooms, bathrooms, shower facilities, and

overnight accommodations in compliance with not only Title IX, but also in compliance with other federal laws that require the protection of all students' safety, privacy and disability rights (such access will be determined for the District at the building level by the principal).

- (v) State that the word sex as used in the statement and as applicable in all practices, policies, guidance and procedures adopted and implemented by the District including its athletics programs and provision of facilities pursuant to or consistent with Title IX, mean the following: "Sex" is a person's biological classification at birth as either male or female as reflected on the student's birth certificate. The foregoing definition applies throughout this Agreement. The District is required under State law and District policy to review for each student upon enrollment, the student's birth certificate to record the student's legal name, date of birth, sex, and names of parents. The District must maintain as a permanent record for each student the student's legal name and sex (with other information).
 - (vi) The District has revised its guidance, which advises staff to permit students to use facilities including sex-separated locker rooms, bathrooms, shower facilities, and overnight accommodations by members of the opposite sex to reflect that (1) Title IX requires recipients that offer separate facilities to ensure that such facilities provided for students of one sex are comparable to such facilities provided for students of the other sex, and that (2) a recipient that provides sex-separated facilities violates Title IX and Kansas law when the recipient allows members of the opposite sex to use such facilities.
- (B) The District has revised its guidance, and will update its trainings, to advise, instruct, or authorize staff to reflect that under current Title IX and Kansas law, student participation in intramural or interscholastic athletics, shall be based on the student's sex.
 - (C) The District will review all of its internal and public-facing websites for any statements, links, or documents that are inconsistent with Title IX and Kansas law on the points iterated in this Agreement and remove or revise any such statements, links, or documents to reflect compliance with the Title IX requirements iterated in this Agreement.
 - (D) The District has adopted guidance regarding interscholastic athletics and intramural sports to reflect that under Title IX and Kansas law, student participation in interscholastic athletics and intramural sports shall be based on the student's sex.
 - (E) The District has implemented guidance regarding access to restrooms, locker rooms, changing rooms, and overnight accommodations, to reflect that under Title IX, student utilization of restrooms, locker rooms, changing rooms, and overnight accommodations, shall be based on the student's sex. This guidance specifies that the District shall continue to provide access to separate facilities, such as locker rooms, bathrooms, shower facilities, and overnight accommodations in compliance with not only Title IX, but also in compliance with other federal laws that require the protection of all students' safety,

privacy and disability rights (and that such access will be determined for the District at the building level by the principal).

Reporting Requirements for Action Item 1

- (A) By October 1, 2026, the District will provide OCR with documentation reflecting that the statement was posted on the District's website as described in Action Item 1(A), including a link to the location where the statement is posted.
- (B) By October 1, 2026, the District will submit to OCR evidence of: (i) its revision of prior guidance in compliance with Action Items 1(B) and 1(C); and (ii) revisions to its websites in compliance with Action Item 1(C), including a link to the location the revised websites if applicable.
- (C) By October 1, 2026, the District will provide OCR with documentation reflecting that the procedure described in Action Items 1(D) and (E) has been adopted by the District, including a link to the location where the procedure is posted.
- (D) By October 1, 2026, the District will provide OCR with documentation reflecting that the procedure described in Action Item 1(F) has been adopted by the District, including a link to the location where the procedure is posted.

Action Item 2 – FERPA

- (A) The District will issue a memorandum to all District personnel informing them that the District has not had and does not have "gender support plans" but that if there were such a document that is directly related to a student in attendance at the District and which is maintained by the District, such a document would generally be an education record under FERPA, and therefore, subject to review and inspection by the parents of a student.
- (B) The District has revised its guidance to include language sufficient to support the implementation of corrective action (A), and shall revise such guidance to the extent any current policy might contradict the statement from corrective action (A).
- (C) The District will submit documentation that will ensure that future District personnel annual FERPA training includes content that aligns with corrective actions (A) and (B).

Reporting Requirements for Action Item 2

- (A) By October 1, 2026, the District will provide SPPO with documentation reflecting that the memorandum was issued and/or posted on the District's website as described in Action Item 2(A).
- (B) By October 1, 2026, the District will provide SPPO with copies of any updated guidance reflecting 2 (A) and (B), and an assurance that its practices are aligned with the District's

guidance.

- (C) By October 1, 2026, the District will submit to SPPO documentation of training materials and corresponding revised guidance, if applicable, as described in 2 (A) and (B) including a link(s) to the location where such are posted.

Action Item 3 – Annual Certification and Reporting

- (A) By June 1, 2026, 2027, and 2028, the District will submit to OCR an annual certification that: (i) students are not permitted to use restrooms, locker rooms, or changing rooms designated for the opposite sex; (ii) all information related to a student that is maintained by the District, whether in official or unofficial files, is considered generally an education record under FERPA, and is therefore, subject to review and inspection by the student’s parents; and (iii) that the District’s policies related to both items described herein are posted prominently on the District’s website, along with a link to each policy.

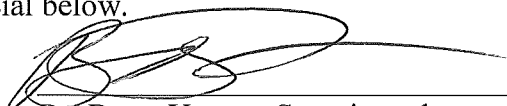
Conclusion

By signing this Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. During the monitoring of this Agreement, if necessary, the U.S. Department of Education may, with 10 calendar days advance written notice to the District to ensure that the delivery of education and school instruction are uninterrupted, visit the District, interview staff and students, and request such additional reports or data as are necessary to determine whether the District has fulfilled the terms and obligations of this Agreement. All written notice under this Agreement shall be provided by email.

Upon the U.S. Department of Education’s acknowledgment of the District’s satisfaction of the commitments made under this Agreement, OCR and SPPO will close the case.

The District understands and acknowledges that OCR and SPPO may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable federal statute(s) and regulation(s). Before initiating such proceedings, the U.S. Department of Education will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District’s authorized official below.

By:  _____ Date: May 8, 2026
Dr. Brent Yeager, Superintendent
Olathe Public Schools, USD 233

cc: Kala Shah, Education Law Services, LLC, Counsel for Olathe Public Schools
Chris A. Pittman, Staff Counsel, Olathe Public Schools
Jennifer Brooks and Bradley Burke, Office for Civil Rights, U.S. Department of Education
Frank Miller, Director, Student Privacy Policy Office, U.S. Department of Education