



INSTITUTIONAL COMPLIANCE SOLUTIONS

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Institutional Compliance Solutions

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Navigating Athletics Complaints: From Report to Resolution

Fall 2026



Athletics

BEFORE WE GET STARTED...

- ✓ Not legal advice
- ✓ Materials
- ✓ Questions
- ✓ Repetition
- ✓ Breaks
- ✓ Posting link
- ✓ No recording

ABOUT US

OUR MISSION

To provide the best Care and Support for our clients, Community Partners, employees, contractors, collaborators, vendors, and all others who encounter our company.

GOAL

To assist schools and districts in providing a safe and healthy learning and working environment for students, faculty and staff.





WELCOME

Learning Objectives

- Identifying and triaging athletics-related complaints (e.g., gender equity, treatment and benefits, retaliation)
- Understanding when Title IX, broader civil rights policies, or other frameworks apply
- Structuring a defensible response: intake, jurisdiction, and early decision-making
- Conducting or overseeing investigations in the athletics context
- Evaluating evidence and making findings in complex, high-visibility matters
- Coordinating across athletics, compliance, HR, and legal teams
- Implementing remedies and monitoring for ongoing compliance
- Avoiding common pitfalls that increase exposure and scrutiny



Before we start,
let's take a quick
poll

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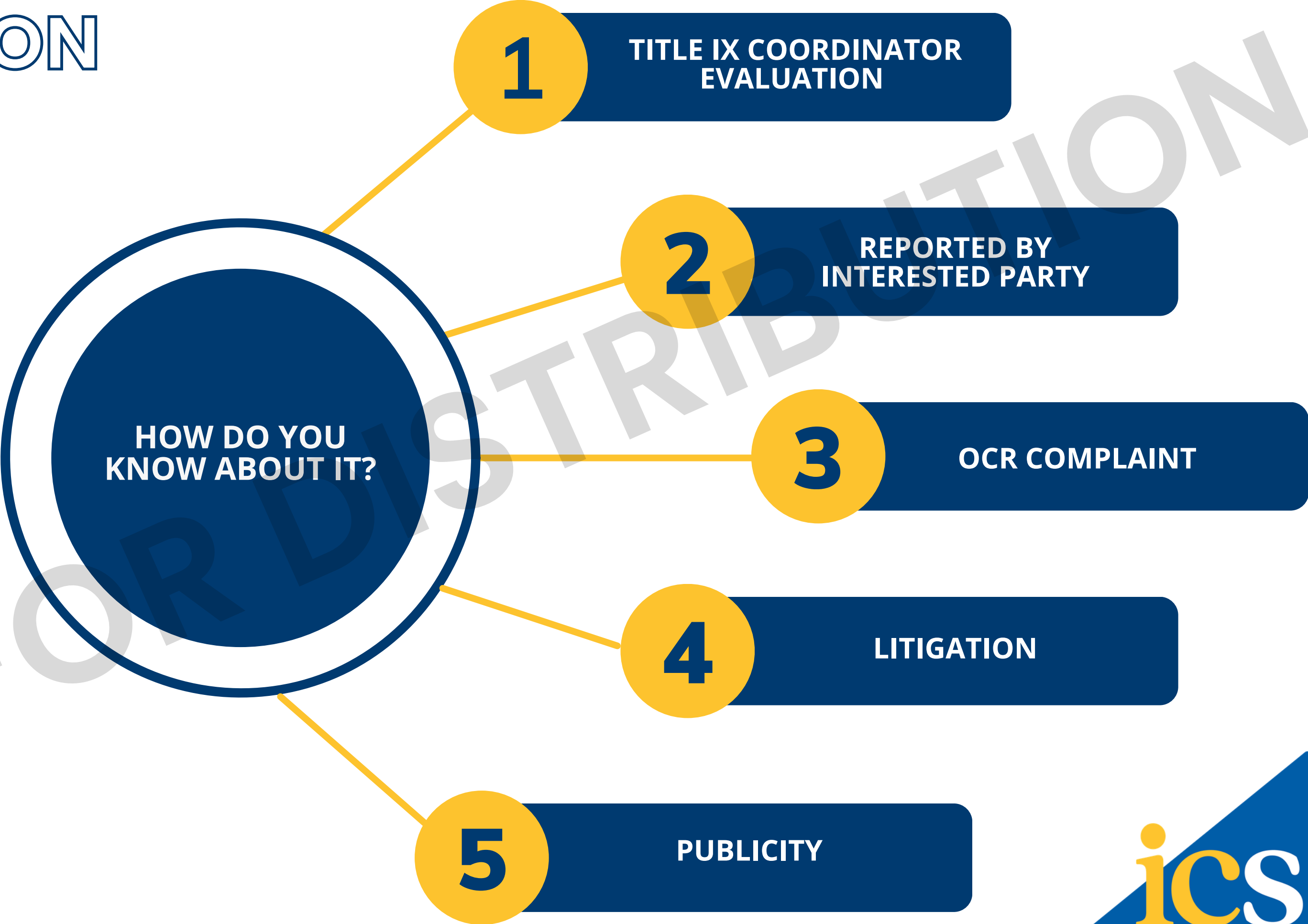
Reminder about the THREE TARGETS

- *Target 1: Who gets to play/participate*
- *Target 2: What is their experience*
- *Target 3: How is financial assistance distributed*



CATEGORY	CORE QUESTION	TYPICAL EVIDENCE
 Participation (Target 1)	Are effective participation opportunities provided consistent with the Three-Part Test?	• Enrollment, squad lists, filled roster spots • Team additions/cuts • Interest and ability evidence
 Treatment and benefits (Target 2)	Are the overall athletics programs equivalent in effect across recognized program components?	• Schedules, facilities, travel, equipment • Coaching, publicity, support services • Booster benefits
 Athletic financial assistance (Target 3)	Is aid substantially proportionate to participation, subject to legitimate nondiscriminatory explanations?	• Aid ledgers, participation counts • Award criteria • In-state/out-of-state differences
 Retaliation	Was a materially adverse action linked to protected reporting, advocacy, or participation?	• Timing, statements, decision records • Comparators, stated reasons • Departures from practice
 Individual harassment / misconduct	Does the report allege sexual harassment, violence, or other individual misconduct?	• Policy definitions • Jurisdiction facts • Communications, interviews, records
 Employment / other civil rights	Does the concern involve coaches or staff, another protected class, disability, or employment law?	• HR records, contracts • Accommodations • <i>Selection and discipline evidence</i>

INFORMATION RECEIVED



Support

Take Ownership

Compare & Contrast

**Investigate - What
Procedures/Policy**

**Fix the Issue Immediately
- if possible**





SCENARIO: Jordan Lee, a parent of a girls' soccer athlete at Riverbend, emails the superintendent/president, athletics director, and Title IX coordinator.

Jordan alleges that the girls' team practices on a poorly lit auxiliary field, receives older uniforms, travels in school vans while the boys use charter buses, and has fewer assistant coaches.

The email states: "We have raised this for two seasons. Since my daughter spoke at the board meeting, her coach has stopped starting her." A local reporter is copied.



Rapid Triage

1. What possible claims do you see?
2. What must happen today?
3. Who should own the response?
4. What information should not be promised yet?
5. What risk is created by the allegation that playing time changed after protected advocacy?



Participation (Target 1)

Are effective participation opportunities provided consistent with the Three-Part Test?

Enrollment, squad lists, filled roster spots, team additions/cuts, interest and ability evidence

Treatment and Benefits (Target 2)

Are the overall athletics programs equivalent in effect across recognized program components?

Schedules, facilities, travel, equipment, coaching, publicity, support services, booster benefits

Athletic financial assistance (Target 3)

Is aid substantially proportionate to participation, subject to legitimate nondiscriminatory explanations?

Aid ledgers, participation counts, award criteria, in-state/out-of-state differences

Retaliation

Was a materially adverse action linked to protected reporting, advocacy, or participation?

Timing, statements, decision records, comparators, stated reasons, departures from practice

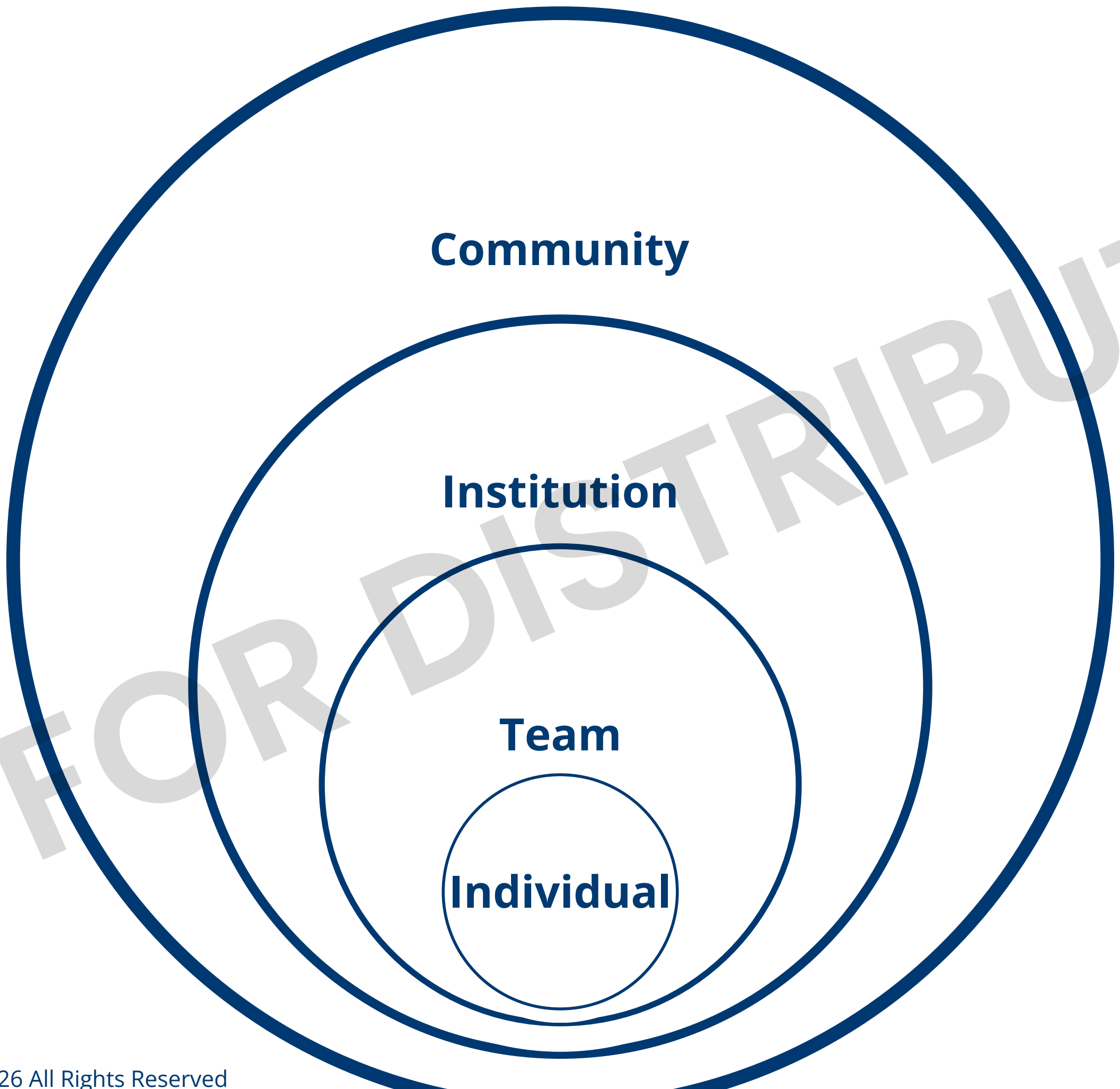




First 24-48 Hours

- **Acknowledge receipt and identify a neutral point of contact.**
- **Screen for urgent safety, ongoing retaliation, imminent team cuts, tryouts, scholarship deadlines, facility hazards, or evidence loss.**
- **Issue targeted preservation instructions to relevant employees. ***
- **Clarify the reporter's requested outcome without promising it.**
- **Map each allegation to policy and process.**
- **Identify conflicts and independence concerns.**
- **Set a communication cadence and document early decisions.**

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Empathy-driven athletics intake

- Athletics complaints often involve identity, belonging, scholarships, team status, public scrutiny, and fear of consequences.
- *Empathy does not mean accepting every allegation as true. It means explaining the process, listening without defensiveness, and avoiding institutional language that minimizes the concern.*

ASK

“Walk me through what changed, when, and who was affected.”

“What outcome or protection matters most right now?”

“Who else may have records or direct knowledge?”

“Have there been comments or actions that felt retaliatory?”

“Are any deadlines or competitions approaching?”

AVOID

“Isn’t this just a booster issue?”

“Athletics has always done it this way.”

“Why did you wait until the season?”

“The coach controls playing time, so we cannot help.”

“We will fix this immediately.”



SCENARIO Continued: At intake, Jordan provides photos, team travel schedules, booster emails, and a spreadsheet comparing expenses. The daughter, Maya, says the coach told her: “Your family is making this hard for everyone.” She is still not seeing playing time.

Athletics says the boys’ booster club (or donors) pays for buses and new uniforms. The girls’ field is scheduled for renovation next year.

The district’s participation gap is eight percentage points, and girls are underrepresented. Athletics reports that it added girls’ wrestling last year.



Rapid Triage

- Does booster funding remove institutional responsibility?
- Does a future renovation resolve current unequal treatment?
- Does adding one team establish a history and continuing practice of expansion?
- What comparator period and teams are appropriate?
- Should the playing-time issue be investigated with the program-wide equity issues or on a coordinated parallel track?



Investigation Plan

Allegations map

What precisely is alleged? What element or equity factor does each fact relate to?

Comparators

What comparators exist and where should you start?

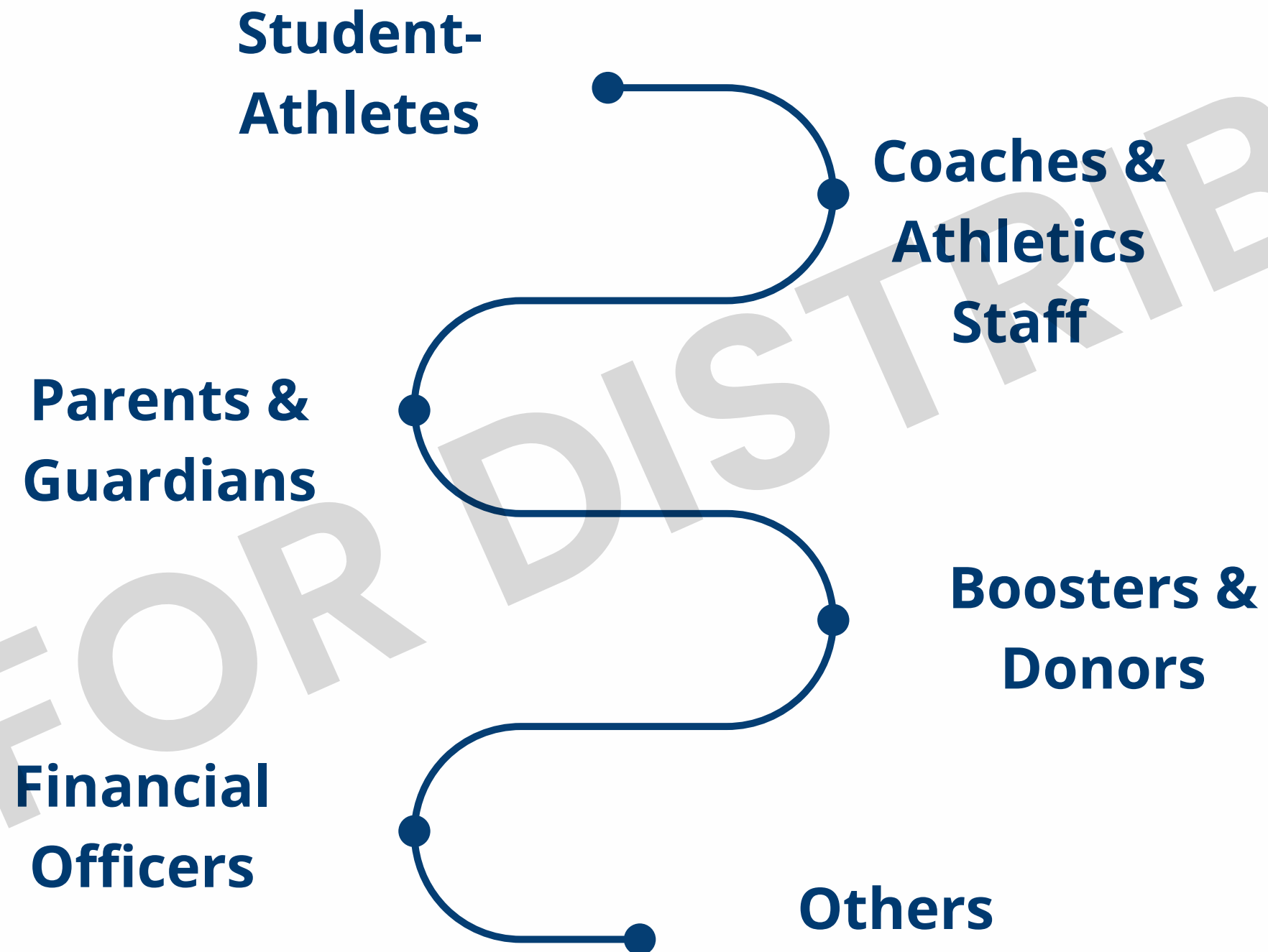
Time Frame

Current year? Multi year trend?

Owners

Who owns the information you need? Athletics, finance, HR, facilities, advancement, coaches, booster club...

Interviews



Front end questions for the Investigator:

- Who decides—and who can reverse—the allocation?
- Is this written policy, actual practice, or historical habit?
- What criteria were used, and are they used consistently?
- What benefits are supplied by boosters or donors, and how does the institution track their effect?
- How often is an evaluation conducted?

NOTE: Do not equate equal dollars with equal treatment, and do not assume unequal spending proves a violation. Examine the quality, availability, and effect of benefits and opportunities, legitimate sport-specific needs, and the program as a whole.



SCENARIO Continued: Records show:

- (1) girls' soccer had 38 late-evening practices on the auxiliary field; boys had 8;
- (2) booster funds paid for boys' buses, uniforms, and a video system;
- (3) the capital plan has listed girls' field lighting for three years without funding;
- (4) the district pays one boys' assistant coach, while two additional assistants are booster-paid; the girls have one paid assistant;
- (5) Maya started 12 of 13 games before the board statement and 1 of 5 afterward;
- (6) the coach's notes cite "team distraction" but identify no performance decline.

Rapid Triage

- Identify what additional information you need.
- Identify any potential witnesses we may have missed.
- Draft three questions for the athletics director, three for the coach, and three for Maya.
- Recommend immediate actions.



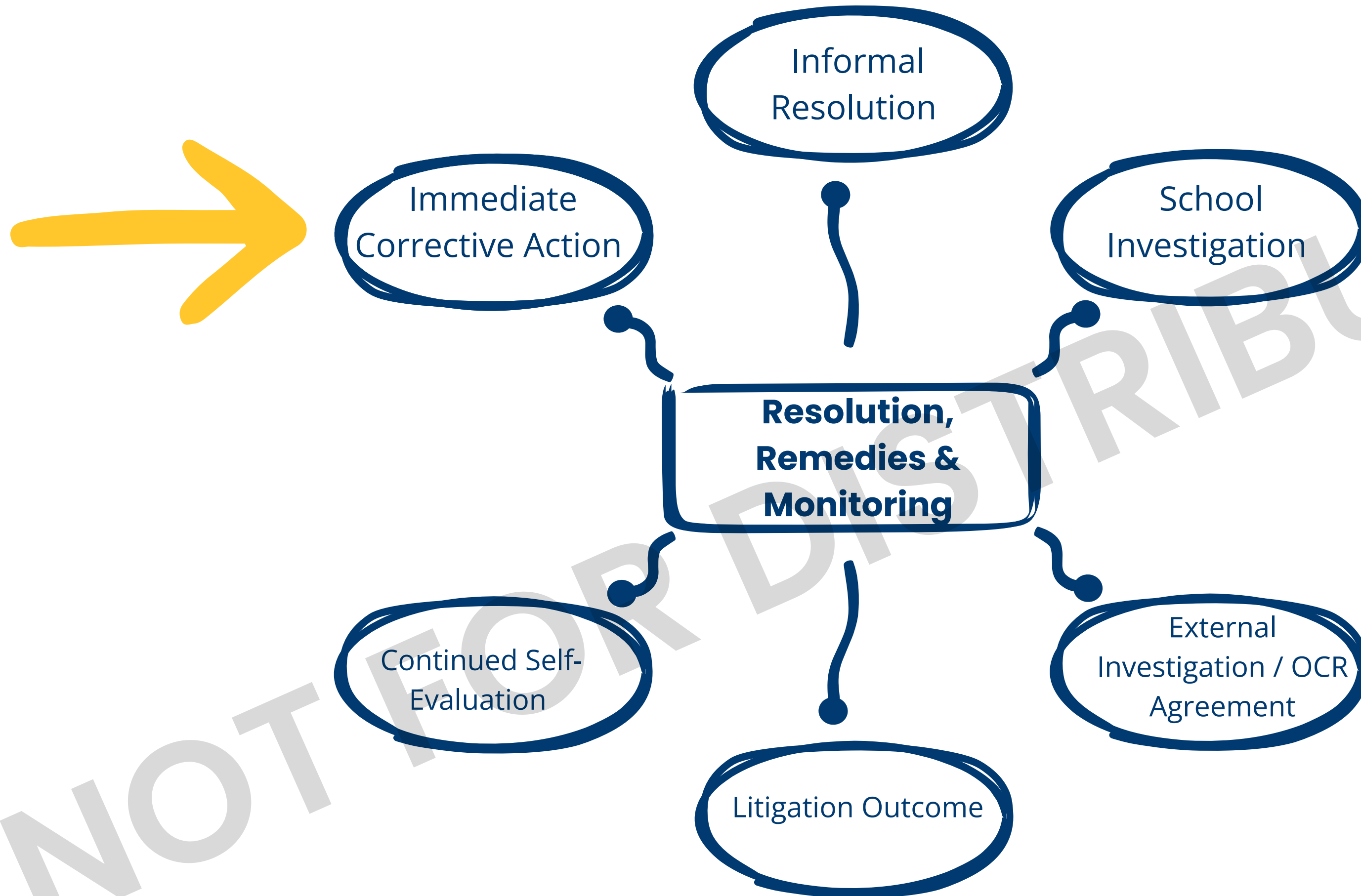


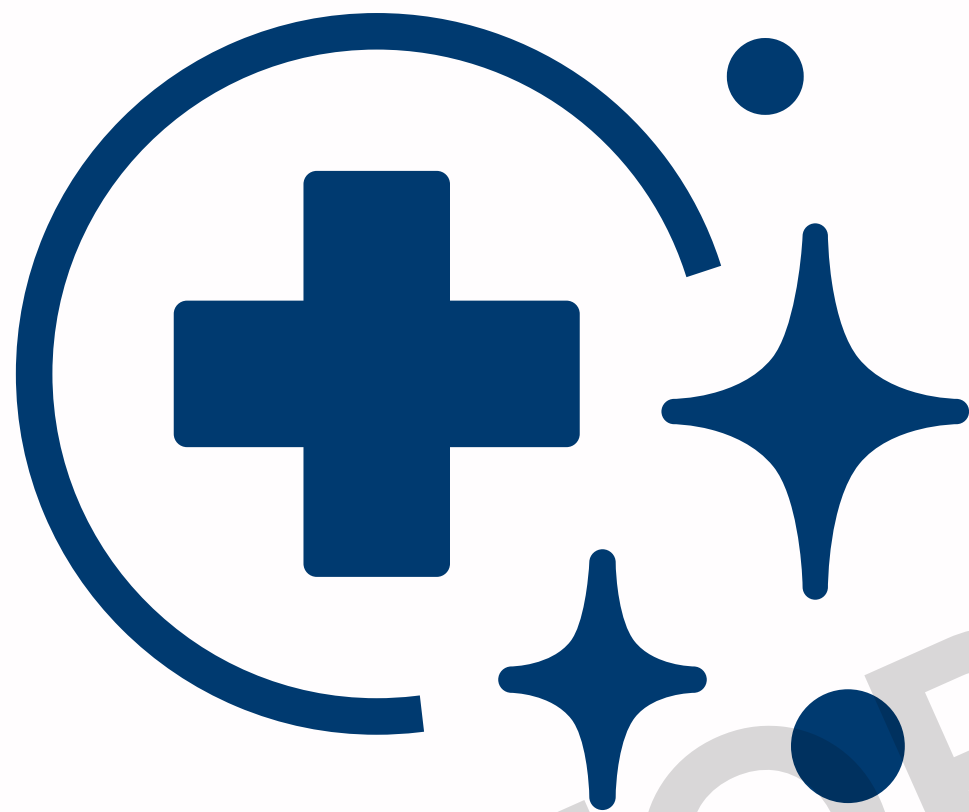
Big Takeaways!

- School approval and acceptance of booster benefits are important; private funding does not automatically remove the benefit from the program-wide equity analysis.
- Persistent unfunded plans may show awareness but not correction. Intent is not the same as effect.
- The coach's explanation should be tested against contemporaneous performance data, treatment of similarly situated athletes, timing, statements, and normal decision practices.
- One team comparison can illuminate facts but the overall treatment-and-benefits conclusion generally requires an overall program analysis.

Evaluating Evidence

EVIDENCE	WHAT IT MAY SHOW	WHAT IT DOES NOT SHOW ALONE
Budget totals	Allocation patterns & questions	Whether benefits are equivalent in quality or effect
Participation gap	Potential underrepresentation	Whether any specific Three-Part Test prong is satisfied
One team comparison	Concrete disparity & affected athletes	Overall program equity
Future capital plan	Recognition & intended correction	Current compliance or actual completion
Coach explanation	A proposed non-retaliatory reason	That the reason is documented, consistent, or persuasive
No prior complaints	Reporting history	Absence of inequity or notice





Remedy Principles

- Stop and prevent recurrence of unlawful or policy-prohibited conduct.
- Restore or protect access and opportunity for affected people.
- Correct program-wide inequity where the evidence shows a systemic problem.
- Use specific owners, funding, milestones, and completion evidence.
- Avoid solving inequity by reflexively removing benefits from athletes; evaluate lawful and sustainable options.
- Address retaliation separately and monitor after visible advocacy or complaint activity.

Remedy Menu

LEVEL	EXAMPLES
Individual	Restore an opportunity; reconsider a decision through a neutral reviewer; academic, transfer, counseling, or participation support; anti-retaliation protection
Team	Equalize scheduling, equipment, travel, coaching access, publicity, recruiting support, medical/training services, or facilities
Program	Roster management consistent with genuine opportunities; add teams or levels; revise allocation criteria; booster oversight; scholarship correction; recurring equity audit
Governance	Central approval rules; data definitions; annual certification; complaint-routing protocol; training; board reporting; document retention
Monitoring	30/60/90-day checks; seasonal metrics; athlete feedback; site verification; invoice and schedule review; recurrence triggers



SCENARIO Continued: Riverbend proposes to move ten girls' practices to the stadium, fund buses for playoff travel only, remind the coach about retaliation, and close the matter. Athletics promises to "keep working on equity."

- Which issues are not addressed?
- Are the actions temporary, complete, measurable, and funded?
- What should happen with the coach's playing-time decision?
- What program-wide review is still needed?
- What proof should Riverbend produce at 30, 60, and 90 days?



Coordination

FUNCTION	APPROPRIATE ROLE	BOUNDARY
Title IX / Compliance	Triage, process selection, independence, equity analysis, findings or oversight, monitoring	Should not surrender the analysis to athletics or communications
Athletics	Records, operational context, implementation, access to staff and athletes	Should not investigate itself or control complainant contact
HR	Employee process, interim employment steps, labor issues	Coordinate facts and avoid conflicting outcomes
Legal	Legal advice, privilege decisions, litigation/external agency strategy	Counsel role should not obscure who made factual/policy decisions
Finance / Facilities / Advancement	Validate data, capital plans, booster and donor flows, implementation feasibility	Operational constraints are evidence, not automatic defenses
Communications	Accurate, lawful internal and external messaging	Do not announce findings early or disclose protected information

*Labeling a routine investigation “privileged” does not necessarily make it so. Decide counsel’s role deliberately, separate legal advice from ordinary fact-finding where appropriate, and follow jurisdiction-specific law.





Red Flags/Escalation Triggers

- Imminent elimination or downgrade of a women's team
- Large or worsening participation gap
- Evidence of retaliation, record destruction, or coached witness accounts
- Public statements inconsistent with internal records
- Scholarship or roster decisions approaching
- Facility or medical/safety disparity
- Prior notice with repeated non-implementation
- External agency complaint, demand letter, injunction threat, or media inquiry

Communications & Media Attention

- Align messaging before media, parents, athletes, or boosters ask questions.
- Protect student privacy and avoid sharing case-specific details.
- Prepare leadership and athletics staff with consistent talking points.
- Avoid statements that minimize concerns or suggest conclusions too early.
- Reinforce commitment to equity, process, and student experience.
- Coordinate timing around investigations, corrective action, and public updates.



*The **goal** is not to spin the issue
—it is to protect the process,
prevent misinformation, and
communicate institutional
commitment to compliance
and equity.*



60 Day Plan!

- The first athletics-complaint practice we will change is...
- The data we do not currently trust is...
- The office or role we must clarify is...

Final Thoughts

A defensible athletics response is not defined by speed alone or by a perfect binder. It is defined by

- accurate classification,
- fair process,
- reliable evidence,
- transparent reasoning,
- effective remedies,
- and proof that the school followed through.



HELP US HELP YOU



**Please fill out
the survey.**



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LIVING TITLE IX



BLOG



TUESDAY TAKEAWAYS

Become an ICS Community Partner

➤ **Stay informed:** Timely updates and practical guidance through LISTSERV announcements, newsletter, and quarterly meetings.

➤ **Access resources:** Tools, templates, checklists, and implementation resources.

➤ **Train your team:** Complimentary access to all ICS live virtual trainings as well as training through our on-demand learning platform.



K-12



HIGHER ED



QUESTIONS?

