

**SACRED HEART UNIVERSITY  
RESOLUTION AGREEMENT  
COMPLIANCE REVIEW NO. 01-13-6001**

Sacred Heart University (the University) voluntarily submits this Resolution Agreement (the Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of resolving the above-referenced compliance review. OCR conducted the compliance review under the authority Title IX of the Education Amendments of 1972 and its implementing regulation at 34 C.F.R. Part 106. Accordingly, the University agrees to take the following actions:

- I. The University will create additional opportunities for female athletes, and make such other changes defined in this Agreement, to provide substantially proportionate intercollegiate participation opportunities for its male and female athletes, in compliance with Part I of the “Three-Part Test” of OCR’s *Policy Interpretation: Title IX and Intercollegiate Athletics*, 44 Fed. Reg. 71413 (December 11, 1979) (hereafter “1979 Policy Interpretation”). For all intercollegiate teams added or expanded, the University will also provide those teams with benefits and resources that are adequate to ensure the viability of the team and equity between genders.

To comport with this Section I, the University also agrees to the following:

1. The University has developed a growth model (Strategic Plan) to achieve Part I Title IX compliance by or before the 2019-2020 academic year, and to provide qualitatively excellent athletics opportunities for male and female athletes. To comport with this Agreement, the University shall revise and/or implement its Strategic Plan to ensure that the University is providing substantially proportionate intercollegiate participation opportunities for its male and female athletes.
2. OCR recognizes that as part of the University’s commitment to expand the participation opportunities for its female students, the University has transitioned its women’s club rugby team to a varsity-level sport that competes at the intercollegiate level. OCR also recognizes that the University has hired a Division I-caliber head coach for this team and full-time assistant coach. In addition, the University agrees to continue to support and develop its rugby team, and will specifically:
  - i. Provide funding for all other budgetary items that are provided to all the other intercollegiate, contact-sport teams by or before the 2019-2020 academic year; and
  - ii. Provide appropriate athletic financial assistance to recruit and retain athletes by or before the 2019-2020 academic year.
3. The University has represented that its Strategic Plan seeks to expand its women’s teams at least up to the NCAA averages. Through this Agreement, the University agrees to expand its program components commensurate with the new team sizes, and consistent with Section III, below. Consistent with its current practice, the University will also monitor its club sports for any future growth and development opportunities.

II. The University will ensure that it is providing athletic financial assistance (AFA) in substantial proportionality to its male and female athletes' participation rates, as defined by the 1979 Policy Interpretation.<sup>1</sup> To comport with this Section II, the University agrees to the following:

1. By or before September 2017, the University will ensure that it has a system in place for the Department of Athletics to work in conjunction with the Title IX Coordinator to track AFA by team. The Department and Coordinator will:
  - i. Conduct a department-level review to determine the amount of aid needed to maintain proportionality and recruit and retain athletes as its program grows.
  - ii. Work with the University's financial aid department to ensure that the required AFA to achieve substantial proportionality is allotted to teams.
2. The University will amend or revise its Strategic Plan to include information reflecting the ongoing proportionality of its AFA each year, and the benchmarks required to attain substantial proportionality.

III. The University agrees that, consistent with its current practice, it will continuously monitor the relative equality of benefits provided to its teams, including but not limited to the teams referenced in this Agreement. On an annual basis, the Department of Athletics will self-assess the entire athletics program to ensure that there is equality in all of the components that are defined by Title IX, at 34 C.F.R. 106.41(c)(2-10). The Department of Athletics will provide a report of this assessment to OCR as an addendum to its Strategic Plan, detailed in Section V, below. The report shall include specific information on the following categories for all of its intercollegiate teams:

- Practice and game schedules
- Provision of travel and per diem allowances
- Nature and extent of academic tutoring provided
- Number, qualifications, and compensation of coaches
- Recruitment resources
- Sufficiency of operating budgets, including an assessment of the quality and quantity of each team's relevant equipment and supplies
- A description of locker rooms, practice and competitive facilities
- Provision of medical and training facilities and services
- Provision of housing and dining facilities and services
- Nature and extent of publicity
- Provision of support services

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<sup>1</sup> The term "substantial proportionality" in AFA is clarified in the 1979 Policy Interpretation. As this guidance explains, recipients must provide AFA in "substantially equal amounts or if a resulting disparity can be explained by adjustments to take into account legitimate, nondiscriminatory factors." .

- Any relevant statements of coaches, players, or administrators that describe or explain any practice or benefit that appears, on its face, to be unequal between the genders

If there are disparities in any of these areas, the Department of Athletics will devise a written course of action designed to remedy the inequality as soon as possible, but no later than one year from the date upon which the disparity was first identified. In the event that an inequality found by either the Department of Athletics or OCR, during the course of this monitoring, cannot be remedied within one year, OCR shall assist the University in determining an appropriate remedy.

IV. The University has developed sexual harassment and sexual assault prevention policies University-wide and will sustain these policies and efforts as it relates to its student-athletes. Additionally, the University has established and will maintain a Title IX Committee, which will be made up of the following individuals and will address the following issues:

1. The Executive Director of Athletics will be empowered to appoint committee members. The Executive Director of Athletics will consult with University counsel and OCR regarding these appointments, but such appointments will otherwise be outside of any traditional appointment channels within the University. The University has expressed that the selection of committee members will demonstrate a “fresh approach and renewed commitment” to Title IX compliance.
2. The Committee will include the Title IX Coordinator. The Coordinator’s sole responsibility will be overseeing the University’s compliance with Title IX, including in relation to athletics. The Coordinator will be provided with the appropriate resources and budget to conduct trainings, ensure Title IX investigations are conducted in a prompt and equitable manner, assist and monitor the Department of Athletics, and otherwise ensure compliance with Title IX.
3. The Committee will meet each spring/summer to review the previous academic year, as well as to strategize about the upcoming academic year. The focus of this review will be Title IX compliance as well as additional issues the Department of Athletics may face in the area of Title IX. Additionally this Committee will focus on Title IX issues that athletics departments and campuses are facing nation-wide. OCR may be requested to provide training at a Committee meeting on an as needed basis.
4. A report/summary from each meeting will be provided as part of the University’s Strategic Plan, described in Section V, below.

V. The University will maintain its detailed Strategic Plan that sets forth how it will assess and cure any disparity in participation and funding rates, its specific plans to create additional athletics opportunities, and how it will support the success of each additional team, *e.g.*, AFA and the other factors set forth in Sections II through IV, above. The

Strategic Plan outlines benchmarks each year that will demonstrate significant progress towards achieving substantial proportionality in participation rates (as set out in Section I), and AFA (as set out in Section II), which OCR will monitor. In the event that the University suffers any unforeseen substantial drop in enrollment or other circumstance that will impact the Strategic Plan or the terms of this Agreement, including any impact on meeting the projected milestones each year, the University will immediately contact OCR to discuss concerns and remedies, and to revise the Strategic Plan as appropriate.

- VI. The University will maintain and provide OCR annually a copy of squad and roster lists for each team reflecting participants as of the first competitive event, and participants at the end of the season; the amount of scholarship aid (athletic or academic) apportioned to each team and each individual athlete; and the complete operating budget for each team, including anticipated budget figures and actual team expenses.
- VII. The University understands that OCR did not investigate the separate components of its athletics program, as defined in the regulation implementing Title IX, at 34 C.F.R. Part 106.41(c)(2)-(10). Fulfillment of the terms of this Agreement will not necessarily establish compliance with these portions of the Title IX regulations.
- VIII. The University understands that it has an affirmative and ongoing obligation to ensure that its students are not discriminated against on the basis of sex with respect to its educational programs and benefits. The University understands that, notwithstanding the provisions of this Agreement or the steps toward compliance agreed upon herein, the University remains ultimately responsible for achieving full compliance with the legal requirements of Title IX.

#### REPORTING REQUIREMENTS:

To demonstrate its compliance with this Agreement, the University will submit the following information to OCR in the timeframes outlined:

- A. The Strategic Plan that is detailed in Section V of the Agreement (and incorporates monitoring requirements from Sections II-IV) is a key aspect of the University's ongoing compliance efforts. The University shall provide updated versions of its Strategic Plan by June 30th of each year through 2020, and electronic copies of the underlying data and reports upon which it was based, *e.g.*, participation and AFA analysis by team, reviews of the various components of its athletic program, meeting summaries from the Title IX Committee, etc. If there are no amendments to the Strategic Plan in a given year, the University may so indicate in lieu of providing supplemental Strategic Plan(s).
- B. At least annually through June 30, 2020, the University shall submit with the Strategic Plan the annual reports referenced in Sections III and IV(4), above.
- C. The squad lists, rosters, AFA documentation, and any other information requested in Section VI shall be submitted annually through June 30, 2020.

## **General Requirements**

The University understands that, by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further the University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance Title IX of the Education Amendments of 1972 and its implementing regulation at 34 C.F.R. Part 106. Upon completion of the obligations under this Agreement, OCR will close this compliance review.

The University 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 University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effectively immediately upon the signature of the University's representative below.

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President  
Sacred Heart University

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August 25, 2017  
Date