

## **Voluntary Resolution Agreement**

### **Shippensburg University Complaint No. 03142301**

To resolve the allegation in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., and its implementing regulation at 34 C.F.R. Part 106 (Title IX), Shippensburg University (the University) enters into this Voluntary Resolution Agreement (Agreement). The University voluntarily agreed to take the following steps to ensure its Title IX compliance as set forth below. The Agreement does not constitute an admission of liability on the part of the University, nor does it constitute a determination by OCR of any violation of our regulations by the University.

#### **I. ACTION ITEMS**

- A. The University agrees to provide participation opportunities in its intercollegiate athletics program for female and male students that equally and effectively accommodate the athletic interests and abilities of members of both sexes, consistent with the requirements of Title IX, the Title IX implementing regulation at 34 C.F.R. § 106.41(c)(1), and applicable OCR policies by:
1. Providing intercollegiate athletic participation opportunities for male and female students in numbers that are substantially proportionate to their respective enrollments; or
  2. Showing a history and continuing practice of intercollegiate athletic program expansion which is demonstrably responsive to the developing interests and abilities of female students; or
  3. Demonstrating that the interests and abilities of female students have been fully and effectively accommodated by the university's athletics program.
- B. The University has elected to demonstrate that it is equally effectively accommodating the athletic interests and abilities of members of both sexes by providing intercollegiate athletic participation opportunities for male and female students in numbers that are substantially proportion to their respective enrollments, as described under Part 1 of the Three-Part Test discussed above. In determining substantial proportionality, the University agrees that:
- Enrollment rates will be calculated using the full-time undergraduate enrollment numbers by sex; and
  - The participation rates of female and male students will reflect the total number of females and males listed on the NCAA squad list for each intercollegiate sport on the date of the first competition for each sport. The participation rates should not include participants in intramural, club or noncompetitive athletic activities.

Based on that approach, the University agrees to the following steps to

demonstrate its compliance:

1. By August 15, 2015, the University will demonstrate that it has developed a system of roster management that is designed to ensure that participation numbers for male and female student athletes are substantially proportionate to the fulltime undergraduate enrollment of men and women at the University.
  2. By April 30, 2016, the University will demonstrate to OCR that athletic participation opportunities for male and female students are being provided in numbers that are substantially proportionate to their respective enrollments in accordance with Part 1 of the Three-Part Test.
- C. In making the election referenced in section I.B., the University is not waiving its right to demonstrate that it is otherwise in compliance with OCR's three-part test. If, prior to April 30, 2016, the University notifies OCR that it wishes to demonstrate compliance under a different Part of the Three-Part Test, the University will develop a detailed plan by that date, for OCR's review and approval, designed to ensure compliance with Part 2 or Part 3, as applicable, consistent with the Title IX regulation and OCR's policy determinations and guidance, including specific guidance issued by OCR with regard to interests and abilities, the implementation of which will be monitored by OCR.

## **II. REPORTING REQUIREMENTS**

- A. By August 15, 2015, the University will provide OCR a finalized copy of its roster management plan for its review and approval, including all supporting documentation concerning its implementation.
- B. By April 30, 2016, 2017, and 2018, the University will provide OCR with a summary of its current status with respect to providing male and female students with athletic participation opportunities that are substantially proportionate to their respective enrollments, including:
  1. Full-time undergraduate enrollment data, by sex; and
  2. NCAA squad lists for each intercollegiate sport on the date of the first competition for each sport.

The University understands that by signing this agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that, during the monitoring of this agreement, 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 with the regulation implementing Title IX, at 34 C.F.R. Section 106.41(c)(1), which was at issue in this case.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of the Agreement and is in compliance with Title IX and its implementing regulation at 34 C.F.R. § 106.41(c)(1).

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 and 100.10) or judicial proceeding to enforce this Agreement, OCR shall give the University written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

/s/

8/7/15

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President or Designee  
Shippensburg University

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Date