

Resolution Agreement

Saint Mary's College of California OCR Case # 09-18-2225

To resolve 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), Saint Mary's College (the Recipient) enters into this Resolution Agreement (Agreement). The Recipient voluntarily agreed to take the following steps to ensure its Title IX compliance as set forth below.

1. STUDENT INTERESTS AND ABILITIES (I&A)

A. Participation opportunities

The Recipient 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. Accordingly, the Recipient will demonstrate compliance with part one of the three-part test used by OCR to assess whether the interests and abilities of members of both sexes are being effectively accommodated to the extent necessary to provide an equal opportunity to participate in intercollegiate athletics by documenting that the Recipient is providing intercollegiate level participation opportunities for female and male students in numbers that are substantially proportionate to their respective enrollments.

B. Substantial proportionality in participation rates

The Recipient will compare the enrollment rates of its female and male students with their rates of participation in the Recipient's intercollegiate athletics program during the 2019-2020 academic year to ensure they are substantially proportionate.

1. Enrollment rates will be calculated using the full-time undergraduate enrollment numbers, by sex.
2. The participation rates of female and male students will reflect the total number of women and men listed on the squad or eligibility 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 non-competitive athletic activities. Students who participate in more than one intercollegiate sport will be counted in each intercollegiate sport in which they participate. The information provided by the Recipient will be sufficient to allow OCR to determine the number of students, by sex, who were participating on each intercollegiate team on the date of the team's first competition consistent with OCR reporting requirements.

2. I&A REPORTING REQUIREMENTS

The Recipient will complete and submit to OCR the following:

By April 1, 2020, the Recipient will provide OCR with a report consistent with the OCR formula for calculating participation rates for female and male student athletes under Title IX reflecting the proportions of female and male students in athletics conducted pursuant to Section I.B. of this Agreement. The report will include, at a minimum, a completed spreadsheet (OCR spreadsheet form) for the 2019-2020 academic year with (1) a copy of team squad or eligibility lists for each sport, indicating male or female participants as of the first date of competition for each sport, and (2) enrollment numbers for full-time undergraduate students, by sex, for the 2019-2020 academic year. These documents will reflect participation data that the Recipient relied on in determining whether the Recipient is providing intercollegiate athletic participation opportunities that are substantially proportionate to enrollment and

other information reflecting the basis for the Recipient’s evaluation. The information provided by the Recipient will be sufficient to allow OCR to independently determine the number of students, by sex, who were participating on each intercollegiate team on the date of the teams’ first competition.

IMPLEMENTATION AND ENFORCEMENT OF THIS AGREEMENT

The Recipient understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the Recipient understands that during the monitoring of this Agreement, if necessary, OCR may visit the Recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipient 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. In the event that OCR wishes to visit the Recipient in order to conduct interviews of staff and/or students, OCR will contact Recipient in advance to schedule such interviews at a mutually agreeable time.

The Recipient understands that nothing in this agreement requires the institution to cut the amounts of participation opportunities, athletic scholarships and/or grants-in-aid, or benefits and opportunities it offers to either sex and that any such cuts are discouraged. Upon the Recipient’s satisfaction of the commitments made under the Agreement, OCR will close the case.

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

_____/s/_____

President or Designee
Saint Mary’s College of California

____12/10/2018_____

Date