

## **RESOLUTION AGREEMENT**

### **I. INTRODUCTION**

The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Reno (the University) enters into this agreement with the U.S. Department of Education, Office for Civil Rights (OCR) to resolve the allegation of a complaint (Reference No. 10192134) filed with OCR, under Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulation at 34 C.F.R. Part 106.

OCR has not made a finding of noncompliance against the University. Before the conclusion of OCR's investigation of Reference No. 10192134, the University elected to resolve the complaint through a voluntary resolution agreement. This agreement does not constitute an admission by the University of any violation of Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulation at 34 C.F.R. Part 106 or any other law.

### **II. RESOLUTION PROVISIONS**

The University agrees to provide equivalent benefits and treatment to members of both sexes participating in its Department of Intercollegiate Athletics programs, in accordance with the requirements of Title IX, the regulations at 34 C.F.R. § 106.41 and applicable OCR policies. To that end, the University agrees to take the specific steps described below to ensure that it provides equivalent benefits and treatment to members of both sexes with respect to the provision of athletic locker rooms, practice and competitive facilities (facilities), and recruitment.

#### **A. Review and Assessment**

1. The University will complete a review of all facilities used by all female and male intercollegiate athletic teams at the University, including any facilities not owned by the University. The review will, at a minimum, include the following: (1) condition and availability of facilities; (2) exclusivity of use of facilities provided for practice and competitive events; (3) availability of locker rooms; (4) quality of locker rooms; (5) maintenance of facilities; (6) preparation of facilities for practice and competitive events; and (7) proximity of facilities that are located off campus. In conducting this review, the University will obtain information from a variety of sources, including the coaches of each team, student athletes, and other knowledgeable individuals.
2. The University will review its recruiting practices for male and female athletes, including funding, travel, advertisement, staff resources, and any

other aspects of athletic recruitment for the past two academic years. The review should be disaggregated by athletic team and student athlete.

3. Based on these reviews, the University will submit to OCR an assessment, as to whether: 1) the University believes the facilities provide equivalent benefits and treatment to both sexes participating in its intercollegiate athletic programs or if any modifications or improvements are needed to ensure equivalent treatment between male and female athletic teams; and, 2) if the University believes it provides equitable recruitment practices for student athletes, or if the University believes that improvements could be made to ensure equivalent treatment regarding recruitment for both male and female student athletes.
4. Reporting Provision: Within 120 days of the execution of this agreement the University will submit to OCR, for its review and approval, a report containing its assessment of the facilities and recruitment pursuant to section II.A.1-3, above. The report will include a description of the sources of information that the University considered in completing its assessment, along with a summary of information provided by coaches, student-athletes, and other knowledgeable individuals about the facilities and recruitment containing, at a minimum, the elements described in sections II.A.1 and II.A.2.

The University will provide OCR with the data and documents used by the University in developing the summaries, excluding privileged documents, upon request. OCR will approve the report or notify the University that additional information or revisions are necessary. If additional information or revisions are necessary, the University will re-submit a revised report to OCR within 60 calendar days of receiving the feedback from OCR. OCR and the University will follow the same process until OCR approves the report.

#### B. Action Plan

1. Based on the review and assessment conducted pursuant to section II.A.1-4, above, if the University believes modifications or improvements are needed to ensure equivalent benefits and treatment are provided to members of both sexes with respect to the provision of facilities for intercollegiate athletic teams and/or recruitment, the university will develop and submit to OCR an action plan that details specific steps the University will take to address the inequities that were identified as a result of the review and assessment of the facilities and recruitment. The action plan will include a timeline for the implementation and completion of the action plan.

2. Reporting Provision: Within 90 days of the University's receipt of OCR's approval of the assessment, the University will submit to OCR, for its review and approval, a draft of its action plan. If OCR requires revisions to the action plan, the University will re-submit its action plan to OCR within 60 calendar days of receiving notice of the revisions required by OCR. OCR and the University will follow the same process until OCR approves the action plan.

C. Implementation

1. After receiving approval of the action plan, the University will complete its implementation of the approved action plan developed under II.B., above, in accordance with the timeline specified in the action plan. Modifications of the action plan will be permitted if approved by OCR, whose approval will not be unreasonably withheld.
2. Reporting Provision: Within 90 calendar days of receiving OCR's approval of the action plan, and every 180 calendar days thereafter until completion, the University will provide a report to OCR describing the specific steps and actions completed under its action plan pursuant to section II.B., above.

III. **GENERAL PROVISIONS**

- A. The University understands that by signing this agreement, it agrees to provide OCR data and other 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 and obligations of this agreement. Upon the University's satisfaction of the commitments made under this agreement, OCR will close this case.
- B. The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this agreement and/or Title IX and 34 C.F.R. § 106.41. Before initiating such proceedings, OCR will give the University written notice of the alleged breach and 60 calendar days to cure the alleged breach.
- C. This Agreement will become effective immediately upon the signature of the University's representative below.

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Signed:

/s/

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Dr. Marc Johnson  
President  
University of Nevada Reno

December 18, 2019

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Date