Resolution Agreement
Southeastern Louisiana University
OCR Compliance Review #06106001

Southeastern Louisiana University ("SELU" or "University") voluntarily enters into this Resolution Agreement (Agreement), as set forth below, with the U.S. Department of Education (Department), Office for Civil Rights (OCR), Dallas Office, to ensure its compliance with the requirements of Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq. (Title IX), and its implementing regulations at 34 C.F.R. Part 106. This Agreement is submitted to resolve OCR compliance review #06106001, which was initiated to examine whether SELU is providing equal athletic opportunities to members of both sexes in its intercollegiate athletics program.

This resolution has been entered into voluntarily by the University and does not constitute a finding or admission that the University is not in compliance with Title IX and/or its implementing regulations. Prior to OCR concluding its investigation and making an investigative finding, SELU expressed an interest to resolve the compliance issues identified during the course of the investigation. Accordingly, SELU agrees to take the following actions:

ACTION ITEMS AND REPORTING REQUIREMENTS

STUDENT INTERESTS AND ABILITIES (I&A)

I. DEMONSTRATION OF CURRENT COMPLIANCE

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. Accordingly, by **November 30, 2013**, the University will demonstrate compliance with 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 interests and abilities of students who are members of the underrepresented sex have been fully and effectively accommodated by the University's current intercollegiate athletics program (Part 3 of the "Three-Part Test").

Each part of the Three-Part Test is an equally sufficient and separate method of complying with the Title IX regulatory requirement to provide nondiscriminatory athletic participation opportunities. The University has elected to demonstrate compliance by meeting Part 3 but continues to have the option to choose the part of the Three-Part Test with which it will comply.

A. Accommodation of Student Interests and Abilities

1. The University will conduct an objective assessment to determine the athletic interests and abilities of the underrepresented sex and whether the University is fully and effectively accommodating the athletic interests and abilities of members of the

underrepresented sex. The assessment will be based on multiple indicators of interest and multiple indicators of ability, including:

a. Results of recent surveys of students and admitted students or other information collected from students and admitted students using a method that is designed to fully and accurately assess unmet athletic interests and abilities in intercollegiate sports among members of the underrepresented sex;

b. Identification of sports, squads, and levels of sports for members of the underrepresented sex that are not currently offered by the University that are offered by schools that compete within the athletic conferences in which the University competes and by schools that are within the University's normal competitive region;

c. Review of any requests (whether oral or written, formal or informal) made to University administrators, coaches, or staff by or on behalf of students and admitted students who are members of the underrepresented sex to add a particular sport, squad, or level of sport, or to elevate an existing club or intramural sport to intercollegiate sport status. This review may be limited to requests that were received during the previous three complete academic years;

d. Assessments made by University coaches or staff during tryouts, or observations of students participating in club or intramural competition, and other information reflecting the ability of students and admitted students who are members of the underrepresented sex to compete in a particular sport, prior participation in that sport or a similar sport at the high school level or intramural or club level, general athletic ability, participation in other University intercollegiate sports, the nature of the particular sport, and other relevant factors (Neither a poor competitive record, nor the inability of interested students or admitted students to play at the same level of competition engaged in by the University's other athletes is conclusive evidence of lack of ability. For the purposes of assessing ability, it is sufficient that interested students and admitted students have the potential to sustain an intercollegiate team.);

e. Participation in interscholastic sports by admitted students and participation rates in sports in high schools, amateur athletic associations, and community sports leagues that operate in areas from which the University draws its students; and

f. Any other information that demonstrates the athletic interests and abilities of the University's students who are members of the underrepresented sex.

g. Where interest and ability in an intercollegiate sport not currently offered by the University is identified, the assessment will also consider whether there is a reasonable expectation of intercollegiate competition in the University's normal competitive region in that sport.

I&A REPORTING REQUIREMENT (PART 1)

The University will provide OCR with a detailed report by **November 30, 2013**, about the assessment conducted pursuant to this section of this Agreement. The report will include, at a

minimum, the following information:

1. Copies of any surveys administered under this section and the results of those surveys, including but not limited to a complete description of the methodology used to conduct the survey, including how the survey was distributed, the number of surveys distributed and the number of responses, any follow-up to the initial distribution of the survey, the names and contact information for the individual(s) who evaluated the responses to the surveys and a copy of any notes or other documents compiled during the review of the surveys;

2. A summary of sports and squads for members of the underrepresented sex that are not currently offered by the University that are offered by schools that compete within the athletic conferences in which the University competes and by schools that are within the University's normal competitive region;

3. Rates of participation by members of the underrepresented sex in club and intramural sports at the University;

4. Rates of participation by members of the underrepresented sex in interscholastic sports that operate in the geographic areas from which the University draws its enrollment;

5. Copies of any written requests and summaries of any non-written requests made by or on behalf of students who are members of the underrepresented sex to add a particular sport or squad, or to elevate an existing club or intramural sport to intercollegiate sport status;

6. Summaries of any assessments made during tryouts, or observations of students participating in club or intramural competition, and other information reflecting the ability of students who are members of the underrepresented sex to compete in a particular sport, prior participation in that sport or a similar sport at the high school level or intramural or club level, general athletic ability, participation in other University intercollegiate sports, the nature of the particular sport, and other relevant factors; and

7. Any other information that was considered by the University as part of its assessment in determining whether it is fully and effectively accommodating the athletic interests and abilities of members of the underrepresented sex.

II. ACTIONS TO INCREASE ATHLETIC OPPORTUNITIES

By **April 30, 2014**, if SELU is unable to demonstrate compliance pursuant to the I&A section of this Agreement (Section I), the University will submit to OCR for review and approval its detailed plan with timeframes to effectively accommodate the interests and abilities of the underrepresented sex to the extent necessary to provide equal opportunity in its intercollegiate athletics program by the 2015-2016 academic year, including the steps noted below. In addition, the plan will include a description of interim steps that will be taken by the University during the 2013-2014 and 2014-2015 academic years to increase intercollegiate athletic participation opportunities for women. The University will begin implementation of the plan approved by OCR within 30 days of OCR's approval.

A. Sports currently offered

SELU will institute a squad size policy providing for increased participation opportunities for

students who are members of the underrepresented sex to the maximum extent feasible consistent with the nature of each sport and the level of interest in each sport while still ensuring that meaningful intercollegiate athletic participation opportunities are being provided for all team members.

B. Sports not currently offered

SELU will determine whether there are a sufficient number of students and admitted students at the University who are members of the underrepresented sex with the interest and ability to support the addition of a team in sports not currently offered by the University as intercollegiate sports and sufficient competition in those sports within the University's normal competitive region. If so, the University will add a team in those sports and will hire a coaching staff, recruit student athletes and provide sufficient resources to the coaching staff during the 2014-2015 academic year to ensure that each team begins competition no later than the 2015-2016 academic year, consistent with the above determination.

C. Response to developing interests and abilities

For any sport that is not currently offered by the University in which there are a sufficient number of students and admitted students who are members of the underrepresented sex who have the interest and ability to support a team in that sport, but where the University determines that there is not sufficient competition in that sport within the University's normal competitive region, the University will take ongoing steps to address such interest and ability. Steps may include establishment of intramural or club sports, exploring the establishment of competition in the University's normal competitive region, and elevating such sports to intercollegiate status when competition becomes available.

D. Elimination of athletic teams

OCR has made clear to SELU that OCR does not require or encourage the elimination of any University intercollegiate athletic teams and that it seeks action from the University that does not involve the elimination of athletic opportunities, because nothing in Title IX or the Three-Part Test requires an institution to cut teams or reduce opportunities for students who are participating in intercollegiate athletics in order to comply with the provisions of Title IX relating to the effective accommodation of the interests and abilities of male and female students. OCR has also made clear to SELU that Title IX provides institutions with flexibility and choice regarding how they will provide nondiscriminatory participation opportunities.

E. Additional intercollegiate opportunities

To the extent that SELU adds any sports, the University will provide those team(s), in a manner comparable to other intercollegiate teams, with sufficient funds in its budget to cover expenses including, but not limited to: coaches, recruiting, equipment and supplies, travel, publicity and support services.

I&A REPORTING REQUIREMENTS (PART 2)

By **April 30, 2014**, SELU will provide OCR a report that includes information and supporting documentation demonstrating its plan will effectively accommodate the interests and abilities of members of both sexes. The plan will include a description of interim steps that will be taken by the University during the 2013-2014 and 2014-2015 academic years to increase intercollegiate athletic participation opportunities for women.

By **June 30, 2014 and December 31, 2014**, SELU will provide OCR status reports regarding its implementation of its plan to effectively accommodate the interests and abilities of members of both sexes including as applicable, information demonstrating that a coaching staff has been hired for any new teams being added by the University, an update on the University's progress in recruiting student athletes for the added teams and a copy of the detailed budget provided to the teams to ensure they are able to begin competition during the 2015-2016 school year. The status reports will also include documentation regarding the interims steps taken by the University to increase intercollegiate athletic participation opportunities for women during the 2013-2014 and 2014-2015 academic years

1. By **June 1, 2015**, and by the same date annually thereafter, SELU will provide OCR a report that includes information demonstrating that its intercollegiate athletics program will equally effectively accommodate the athletic interests and abilities of its female students.

ATHLETIC FINANCIAL ASSISTANCE (AFA)

I. DEMONSTRATION OF CURRENT COMPLIANCE

A. SELU agrees to provide reasonable opportunities for each sex to receive athletic scholarships and/or grants-in-aid in proportion to the number of students of each sex participating in intercollegiate athletics, consistent with the requirements of Title IX, the Title IX implementing regulation at 34 C.F.R. § 106.37(c), and applicable OCR policies. Accordingly, by **November 30, 2013**, **(and by June 30. 2015 with any changes to the information provided),** the University will demonstrate that during the 2014-2015 school year the amount of athletic scholarships and/or grants-in-aid it awarded to male and female athletes was substantially equal to their intercollegiate athletic participation rates, after taking into consideration any legitimate, nondiscriminatory reasons for any differences.

   1. SELU will compare the intercollegiate athletic participation rates of female and male students as reflected on the NCAA squad or eligibility list for each intercollegiate sport (for purposes of establishing the participation rates, all students, including students who participate in more than one intercollegiate sport, will be counted only once) to the amounts of athletic financial assistance awarded to male and female athletes.

   2. SELU will examine whether there are any legitimate, nondiscriminatory explanations for any differences that exist, such as differences related to reasonable professional decisions appropriate for program development, and adjust the total amounts of aid to take those differences into account.

   3. After taking all legitimate, nondiscriminatory explanations into account SELU will compare the intercollegiate athletic participation rates of male and female students to the rates at which athletic scholarships and/or grants-in-aid are awarded to male and female athletes and determine whether any resultant disparity is less than or equal to 1% of the entire budget for athletic scholarships and/or grants-in-aid.

AFA REPORTING REQUIREMENT (SECTION I)

SELU will complete and submit to OCR the following AFA reporting requirement:

By **November 30, 2014 (and by June 30, 2015 with any changes to the information provided)**, SELU will provide OCR with a detailed report, with copies of supporting documents, reflecting the University's evaluation of the awarding of athletic financial assistance to the University's female and male intercollegiate athletes pursuant to the AFA Section I.A. of this Agreement. The report will include, at a minimum, a copy of the participation data that the University relied on in determining the number of male and female students in the University's intercollegiate athletics program, a copy of team squad or eligibility lists for each sport showing students, by sex, and the amounts of athletic scholarships or grants-in-aid, if any, they were awarded by the University, and a description of any legitimate, nondiscriminatory factors that led the University to make adjustments to the data as well as a detailed description of the adjustments made.

II. ACTIONS TO ENSURE FUTURE COMPLIANCE

SELU will take the following actions only if unable to demonstrate current compliance with Title IX pursuant to AFA Section I.A. of this Agreement:

A. By **April 30, 2014**, the University will submit to OCR for review and approval its detailed plan with timeframes to ensure that it provides reasonable opportunities for each sex to receive athletic scholarships and/or grants-in-aid in proportion to the number of students of each sex participating in intercollegiate athletics by the beginning of the 2015-2016 academic year, including the steps noted below. The plan will include a description of interim steps that have been or will be taken by the University during the 2014-2015 academic years. The University will initiate implementation of the plan upon review and approval by OCR.

1. The University understands that nothing in this agreement requires the University to cut the amounts of athletic scholarships and/or grants-in-aid it offers to either sex and that any such cuts are discouraged. In making its calculations, the University will use intercollegiate athletic participation numbers that take into account any increase in intercollegiate athletic participation opportunities the University is providing or plans to provide to students from the underrepresented sex in accordance with AFA Section II. of the Agreement.

2. The University will identify all legitimate, nondiscriminatory factors that apply and describe how they will be taken into account. Disparities may be explained by actions taken to promote athletic program development, and by differences between in-state and out-of-state tuition. Disparities might also be explained, for example, by legitimate efforts undertaken to comply with Title IX requirements, such as participation requirements. Similarly, disparities may be explained by unexpected fluctuations in the participation rates of males and females. For example, a disparity may be explained if an athlete who had accepted an athletic scholarship decided at the last minute to enroll at another school. For any asserted nondiscriminatory justification, the University must demonstrate that its asserted rationale is in fact reasonable and does not reflect underlying discrimination. For instance, if the University asserts the phase-in of scholarships for a new team as a justification for a

disparity, the University must demonstrate that the timeframe for phasing-in of scholarships is reasonable in light of college sports practices to aggressively recruit athletes to build start-up teams quickly.

3. The University will show that after taking all legitimate, nondiscriminatory factors into account any remaining disparity between the intercollegiate athletic participation rates of male and female students and the rates at which athletic scholarships and grants-in-aid are awarded to male and female athletes will be less than or equal to 1% of the total amount athletic financial assistance awarded.

AFA REPORTING REQUIREMENTS (SECTION II)

SELU will complete and submit to OCR the following reporting requirements only if the University implements the action items set forth in AFA Section II of this Agreement:

1. By **June 1, 2014**, and **June 1, 2015**, SELU will provide OCR with reports that include information documenting the steps it has taken to implement the plan referenced in AFA Section II.A. of this Agreement and demonstrating that the University will provide reasonable opportunities for each sex to receive athletic scholarships and/or grants-in-aid in proportion to the number of students of each sex participating in intercollegiate athletics during the 2015-2016 school year.

2. By **June 1, 2016**, SELU will provide OCR with a report detailing any and all specific actions taken by the University during the 2015-2016 academic year to provide reasonable opportunities for each sex to receive athletic scholarships and/or grants-in-aid in proportion to the number of students of each sex participating in intercollegiate athletics

LOCKER ROOMS, PRACTICE AND COMPETITIVE FACILITIES

1. **By January 1, 2014**, the University agrees to ensure that the practice and competitive fields provided for the women's soccer team are comparable to the practice and competitive fields provided to men's teams.

    a. SELU agrees not to use the South Tangipahoa Youth Soccer Association (STYSA) soccer field for the women's soccer team as its alternative field for any practices or competitions.

    b. By **January 1, 2014**, for the current women's soccer field, SELU will address the poor drainage of water from the field, remove the wooden berm located near the main (east) entrance to the soccer field, and remove or otherwise provide material that can cover all drains located within 20 feet of the boundary of the soccer field during practices and competitive games/matches (particularly those drains located near the wooden berm and at the south end of the field near the scoreboard).

2. By **December 30, 2014**, SELU will conduct a comprehensive assessment of all locker rooms practice fields and facilities, competitive fields and facilities, assigned to the men's and women's athletic teams to ensure the equivalent provision of locker rooms and

practice and competitive facilities. The assessment will be conducted under the general supervision of the SELU Department of Athletics, and shall include, at a minimum, an evaluation of the following: quality and availability of the facilities provided for practice and competitive events; exclusivity of use facilities provided for practice and competitive events; availability of locker rooms; quality of locker rooms; maintenance of practice and competitive facilities; and preparation of facilities for practice and competitive events.

The assessment of the above-listed factors shall include the following: a list of all locker rooms, practice fields and facilities, and competitive fields and facilities, including proximity of locker rooms to practice and competitive facilities, quality of each facility (including, but not limited to, any identified issues related to field drainage, field lighting, etc.), amenities for each locker room (showers, laundry service, available trainers, accommodations for visiting teams), exclusive use of locker rooms, amenities for each practice and competitive field (concession facilities, public address systems, electronic scoreboards, special lighting on the fields for television coverage, seating and housing at each field, maintenance of each facility, preparation of each practice and competitive field), the age of each facility, whether it is on or off-campus, and whether certain teams or programs have exclusive use of the facility, including a schedule showing when facilities are used for practice and competition and how long the locker rooms are assigned for use by each team.

3. By **January 30, 2015**, if SELU determines that the locker rooms and fields and facilities assigned to the women's and men's athletic programs are comparable, SELU will develop and provide to OCR a report outlining that determination and the information, including appropriate documentation, upon which it is based.

4. By **January 30, 2015**, if SELU determines that the men's and women's athletic teams are not receiving comparable benefits and opportunities with respect to locker rooms, practice fields and facilities, and competitive fields and facilities, SELU will develop a plan to ensure that female and male student athletes are provided with equivalent benefits and services in this area. By **September 1, 2015**, SELU will complete the implementation of the plan.

LOCKER ROOMS, PRACTICE AND COMPETITIVE FACILITIES REPORTING REQUIREMENTS

By **January 30, 2014**, SELU will provide OCR with copies of all documents demonstrating its compliance with item #1, including but not limited to: work orders, paid invoices, blueprints, geographical surveys, and pictures of the soccer field.

1. By **January 30, 2015**, SELU will provide OCR with a report on the assessments related to the provision of locker rooms, practice fields and facilities, and competitive fields and facilities. The report will include: a description of the process followed in each area of assessment; a list of the individuals involved in the assessment process; a description of non-documentary information considered; a copy of any documents relied upon in the process; the results of the assessment; and a description of any plans to ensure that SELU provides equivalent locker rooms, practice and competitive facilities.

2. If SELU must make changes to ensure compliance with Title IX, then, based upon OCR's feedback, SELU will implement the plans developed as a result of its assessment. SELU

will provide OCR with reports by **May 1, 2015 and August 30, 2016,** on its progress in implementing the changes. If additional actions are needed during the 2014-2015 academic year to implement changes needed to ensure compliance with any of the above provisions, SELU will provide OCR with a final report by December 30, 2014, containing information that demonstrates that it is in compliance with the requirements of Title IX with regard to the equivalent provision of athletic benefits and services.

IMPLEMENTATION AND ENFORCEMENT OF THIS AGREEMENT

SELU understands that OCR will not close the monitoring of this Agreement until OCR determines that the recipient has fulfilled the terms of this Agreement and is in compliance with Title IX implementing regulation at 34 C.F.R. § 106.37(c)and 34 C.F.R. §§ 106.41(c)(1) and (7), which were at issue in this compliance review. SELU 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, SELU 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 with the regulations implementing by Title IX as identified above.

SELU 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 a minimum of sixty (60) calendar days to cure the alleged breach.

Executed on _____

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John Crain, President, Southeastern Louisiana University