RESOLUTION AGREEMENT
San José State University
OCR Investigation No. 09256902

San José State University has voluntarily entered into this Resolution Agreement (the "Agreement") with the U.S. Department of Education's Office for Civil Rights ("OCR") to resolve concerns identified by OCR during the above referenced investigation. This Agreement does not constitute an admission by San José State University of a violation of Title IX of the Education Amendments of 1972 (Title IX), or any other law enforced by OCR.

In order to resolve OCR's findings of noncompliance, San José State University assures OCR that it will take the following actions.

Action Item 1

(A) San José State University will issue a public statement to the San José State University community stating that, as a recipient of federal funding, San José State University will comply with Title IX of the Education Amendments Act of 1972, 20 U.S.C. § 1681 *et seq.* ("Title IX") in all of its athletics programs, notwithstanding any provisions of conflicting state laws, in accordance with 34 C.F.R. §§ 106.6, 75.500, and 75.700.[1]

The statement shall:

(i) Specify that Title IX compliance means San José State University will not – on the basis of ***sex*** – exclude ***female*** students from participation in, deny female students the benefits of, or subject female students to discrimination under, any education program or activity including but not limited to athletics programs or activities.

(ii) Specify that Title IX forbids San José State University from allowing ***male students*** to compete in any athletic program designated for ***women,*** ensuring that only female students are eligible to compete as a member of women's athletics.

(iii) Specify that San José State University will provide intimate facilities, such as locker rooms, bathrooms, student housing, and overnight accommodations, accessible to its student athletes and other members of the University community strictly on the basis of sex and that the facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

(iv) Specify that as a recipient of federal funding, any National Collegiate Athletic Association (NCAA) rules or policies that conflict with the statement do not obviate the recipient's obligation to comply with Title IX.

(v) Specify that San José State University will not delegate its obligation to comply with Title IX to any external association or other entity and may not contract with, or arrange with any third party entity to provide benefits of the University's education programs or activities, if that third party entity discriminates on the basis of sex – including by not operating athletic

[1] Herein, any athletic opportunity, event, competition, category, program, or activity (whether interscholastic, club or intramural) designated for girls or women is referred to as "Women's Team(s)/Category(s)."

activities in the manner described in the statement.

(vi) State that the words ***sex, female, male, women, men*** as used in the statement and as applicable in all practices, policies, and procedures adopted and implemented by San José State University or its women's athletics programs pursuant to or consistent with Title IX, mean the following:

- "Sex" is a person's immutable biological classification as either male or female. "Sex" is not a synonym for and does not include "gender identity."
- "Female" is a person of the sex characterized by a reproductive system with the biological function of producing eggs (ova).
- "Male" is a person of the sex characterized by a reproductive system with the biological function of producing sperm.
- "Woman" is an adult human female.
- "Girl" is a minor human female.
- "Man" is an adult human male.
- "Boy" is a minor human male.

State that the above meanings of words are to be understood in the context of the facts that (1) there are only two sexes (female and male) because there are only two types of gametes (eggs and sperm); and (2) the sex of a human – female or male – is unchangeable.

The foregoing meanings of words, and facts regarding sex in humans, apply throughout this Agreement.

San José State University will post this statement in a prominent location on its main website and on each of its websites for women's athletics.

(B) San José State University will rescind or revise any guidance documents or previously issued notices, which advised or authorized its women's athletics programs to permit male athletes to compete in women's athletics, to reflect that pursuant to Title IX, women's athletics must ensure that only female athletes are eligible to compete in women's athletics.

(C) San José State University will review all of its internal and public-facing websites for any statements, links, or documents that are inconsistent with Title IX on the points iterated in this Agreement (namely, eligibility to compete in women's athletics, and provision of intimate facilities for women) and remove or revise any such statements, links, or documents to reflect compliance with the Title IX requirements iterated in this Agreement. San José State University will promptly notify all staff and women's athletics programs of all rescissions or revisions undertaken pursuant to this Action Item 1(C).

Reporting Requirements for Action Item 1

1. By February 16, 2026, San José State University will provide OCR with documentation reflecting (i) that the statement was sent to each of its women's athletics programs and posted on San José State University 's websites as described in Action Item 1(A) (including a link to the location where the statement is posted); and (ii) each notice, if any, and copy thereof described in Action Item 1(B).

2. By March 9, 2026, San José State University will submit to OCR evidence of (i) its recission or revision of all prior guidance documents and/or statements, and (ii) revisions to its websites in compliance with Action Item 1(C), including information or documentation showing how such recissions or revisions were communicated to the women's athletics programs.

Action Item 2

(A) San José State University will:

(i) Review all individual athletic records, titles, honors, awards or similar recognition for athletic competitions (herein, "Recognitions") received by male athletes competing in women's athletics at any time up to and including the reporting date indicated below; and review all *team* Recognitions for competitions in which any male athlete competed in women's athletics.

(ii) Restore to individual female athletes all individual Recognitions such female athletes earned and would have been given but for the Recognitions given to male athletes who competed in women's athletics, regardless of whether the female athlete remains currently, or is no longer, a student enrolled at San José State University .

(iii) Submit to OCR a list of all the reviews and restoration/correction actions described in Action Item 2(A)(i)-(ii) to San José State University. As to each female athlete to whom an individual Recognition is restored by a women's athletics, San José State University will send a letter to the female athlete expressing apology on behalf of San José State University for allowing her educational experience and participation in athletics to be marred by sex discrimination.

Reporting Requirements for Action Item 2

1. By March 9, 2026, San José State University will submit to OCR a list of all reviews conducted (including the underlying findings regarding male athletes competing in women's athletics) and restorations/corrections to Recognitions pursuant to Action Item 2(A).

Action Item 3

(A) San José State University will issue a personalized letter to every woman who participated in the San José State University women's indoor volleyball program during the 2022, 2023, or 2024 season, every woman who participated in the San José State University 2023 beach volleyball program, to every woman on a team who forfeited in lieu of competing against the San José State University women's indoor volleyball team during the period of time a male student was on the San José State University women's indoor volleyball team, and a public statement addressed to all female athletes who were required to compete against a male athlete in either of those two programs, expressing genuine regret and remorse that the female athletes were placed in a position in which they had to compete against a male athlete in an athletic program designated for women.

Reporting Requirements for Action Item 3

1. By March 9, 2026, San José State University will provide OCR with documentation reflecting that the letters and statement required in Action Item 3 were issued, including a copy of the model letter sent and a copy of the public statement.

Action Item 4

(A) San José State University will revise its Policy and Procedures relating to Sex Discrimination – different treatment (Revised Policy) to incorporate the definitions set forth in Action Item 1 of this agreement, and rescind or revise of all guidance documents and/or statements that conflict with the Revised Policy.

(B) The Revised Policy will also include procedures for addressing complaints of prohibited different treatment where the allegations involve different treatment on the basis of sex that are not against a particular individual, such that there is not a named "Respondent," but do relate to a University policy or practice.

Reporting Requirements for Action Item 4

1. By March 9, 2026, San José State University will submit a copy of the Revised Policy required by Action Item 4, to OCR.

2. ByMarch 23, 2026, San José State University will submit to OCR evidence of its recission or revision of all conflicting guidance documents and/or statements.

Action Item 5

(A) San José State University will provide training on the Revised Policies identified in Action Items 1 and 4, to all administrators and staff responsible for reporting Title IX complaints and/or conducting Title IX investigations.

Reporting Requirements for Action Item 5

1. By April 20, 2026, San José State University will provide OCR with documentation that it has provided the training required by Action Item 5, including:
   a. The date and time of the training;
   b. A copy of any materials that the University used at the training;
   c. A list of the attendees' names and titles;
   d. A list of the names and titles of employees who should had attended the training but did not attend training or left before training was complete;
   e. A sign-in sheet, or if the training is conducted virtually, verification sufficient to show all attendees;
   f. The name, title, and credentials of the individual who conducted the training; and
   g. The date training will be provided to anyone who did not attend or complete the training.

Action Item 6.

(A) By Februay 16, 2026, San José State University will open a Title IX investigation into the

complaints identified in the Letter of Findings dated _____, 2026.

(B) At the conclusion of each investigation, the University will prepare documents evidencing its investigative findings, including a determination regarding each issue alleged. The findings will also include a summary of: (i) the steps the University took to investigate the complaint; (ii) the interviews conducted; (iii) the information reviewed by the University in making its determination; (vi) the University's conclusions; and (v) whether it took any actions or measures, as a result of each investigation.

Reporting Requirements for Action Item 6

1. Within 14 calendar days of the University's investigative findings in each case, the University will provide OCR an electronic copy of investigative findings, including the determination for each issue alleged. The University will also provide OCR a summary of the steps the University took to investigate the complaint; (ii) an unredacted copy of the interview notes and report for all interviews conducted; (iii) a description of the information reviewed by the University in making its determination; (vi) an unredacted copy of the University's conclusions; and (v) a description of whether the University took any actions or measures as a result of each investigation, and if the University did not take any actions or measures as a result of each investigation, an explanation of why not.

Other Provisions

San José State University understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. San José State University also agrees that by signing the Agreement, it will send all responsive data to OCR in an electronic format instead of requiring OCR to travel to the University or any external investigator's location to view said information.

Further, San José State University understands that during the monitoring of the Agreement, if necessary, OCR may visit San José State University, interview staff, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms and obligations of the Agreement. Upon OCR's acknowledgment of the University's satisfaction of the commitments made under the Agreement, OCR will close the case.

San José State University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give San José State University written notice of the alleged breach and reasonable opportunity to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the San José State University authorized official below.

By: _____ Date: _____, 2026

Dr. Cynthia Teniente-Matson, President
San José State University