

# Dickinson

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October 6, 2021

Sent via email: [abryant@baileyglasser.com](mailto:abryant@baileyglasser.com)

Arthur H. Bryant  
Bailey & Glasser, LLP  
1999 Harrison Street, Suite 660  
Oakland, CA 94612

RE: Resolution of Potential Title IX Litigation

Dear Arthur,

I am writing on behalf of Dickinson College ("Dickinson" or "the College") to document the understanding reached with your clients, who are female student-athletes at Dickinson.

On August 26, 2021, Dickinson announced its decision to eliminate its varsity intercollegiate athletic women's and men's squash teams, effective at the end of the 2021-22 academic year. On September 9, 2021, Dickinson received a letter from you, representing members of the women's squash team. Your clients claim that the elimination of the women's squash team constitutes illegal sex discrimination and that Dickinson is depriving female student-athletes and potential student-athletes at Dickinson of equal participation opportunities and equal treatment and benefits in violation of Title IX of the Education Amendments of 1972. Dickinson does not admit any liability or wrongdoing.

This letter agreement is intended to resolve your clients' claims. We understand that your clients are all current members of the Dickinson women's squash team and that you are authorized to make this agreement on their behalf. We hereby agree as follows:

Within one business day of the date of this letter, Dickinson will publicly announce, in a statement jointly agreed upon by us, that it (a) is rescinding its decision to eliminate its varsity intercollegiate athletic women's squash team, intends to continue the team going forward, and wants it to succeed; (b) will conduct a gender equity review of its intercollegiate athletics program to develop and adopt a Gender Equity Plan ("the Plan"), to be completed no later than August 31, 2022, that will be designed to ensure that all aspects of Dickinson's intercollegiate athletics program are in compliance with Title IX during the 2023-24 academic year and future years; and (c) will, subject to Dickinson's right to adjust the details of the Plan as future circumstances may (in Dickinson's reasonable discretion) require, implement the Plan, so all

aspects of Dickinson's intercollegiate athletic program comply with Title IX in the 2023-24 academic year and future years (if they do not already).

Because your clients urged that the men's squash team be reinstated, if Dickinson decides at a future time to reinstate the men's squash team, they specifically waive any legal claims that would arise out of the men's squash team's reinstatement. Dickinson will, however, comply with Title IX in the 2023-24 academic year and in future years and your clients do not waive any legal claims to require Dickinson to do so.

The gender equity review will be conducted and the Plan will be developed by an individual or group selected by Dickinson, and subject to approval by your clients (such approval not to be unreasonably withheld). The ultimate Plan will be informed by that individual or group, but the terms of the Plan shall be decided upon and approved solely by Dickinson. During the gender equity review, that individual or group will solicit input from student-athletes, alumni, and coaches of each team and will expressly invite participation by your clients and the other Dickinson women's varsity intercollegiate athletic women's team members, as well as the men's team members. No women's teams will be eliminated before the Plan is finalized unless future circumstances, in Dickinson's reasonable discretion, require otherwise. (Your clients do not waive any claims, including Title IX claims, associated with any such future decision to eliminate a women's sports team).

On October 15, 2021, Dickinson will provide you and your clients with its undergraduate enrollment rates and numbers for males and females and its Title IX intercollegiate athletic participation numbers, total and by team, for males and females for the 2020-21 academic year. By August 31 of each subsequent year, Dickinson will annually post and make this information publicly available on its website for the just-completed academic year.

The Plan will be approved by the College and then provided to you and made publicly available on Dickinson's website no later than August 31, 2022. It will set forth terms for how Dickinson's intercollegiate athletic program intends to comply with Title IX during the 2023-24 academic year and future years. The College will implement the Plan to ensure compliance with Title IX during the 2023-24 academic year and future years, while retaining discretion to adjust the details or terms of the Plan as, in Dickinson's reasonable judgment, future circumstances may dictate.

Status reports on implementation of the Plan will be provided to you and made publicly available on Dickinson's website no later than August 31, 2023; August 31, 2024; and August 31, 2025. The reports will include, among other things, information about (1) treatment or benefits, if any, given to male student-athletes and not female student-athletes and (2) treatment or benefits, if any, given to female student-athletes and not male student-athletes.

Dickinson will take the following steps to address certain treatment and benefits concerns raised by your clients, and will include these issues in the gender equity review:

1. Dickinson will provide racket bags, training gear, glasses, and Dickinson-labeled practice clothes to the women's squash team without charge for the 2021-22 and 2022-23 seasons;



2. Dickinson believes it is providing, and Dickinson will provide, equitable publicity for the female and male student-athletes and their teams, and will permit an equal number of student-athletes from women's and men's teams to engage in a social media take-over in the week leading up to competitions in 2021-22 and 2022-23;
3. Dickinson will provide female and male student-athletes with equal access to the Durden Athletic Training Center and give female and male student athletes an equal opportunity to schedule training sessions during the 2021-22 and 2022-23 seasons, understanding that priority will be given to in-season sports;
4. Dickinson believes that it is providing, and Dickinson will provide, female and male student-athletes with equitable medical and athletic training services and equipment in conjunction with its sports medicine staff during the 2021-22 and 2022-23 seasons;
5. Dickinson will work with the women's squash team members to address concerns they have about equal treatment between the Hera Society and the Raven's Claw and, notwithstanding anything else in this agreement, your clients do not release any claims relating to this issue;
6. Dickinson will run promotions that seek to increase student attendance at varsity competitions for as many women's teams' competitions as men's teams' competitions;
7. Dickinson will ensure that women athletes receive their varsity awards for each year for each team; and
8. Dickinson's President will meet with members of the women's squash team to discuss any concerns they have with benefits and equal treatment and will include a review of any identified issues in the gender equity review.

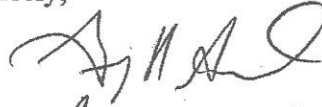
If this agreement is violated, your clients and Dickinson will have all rights afforded to them by law. If Dickinson violates this agreement, your clients will have the right to seek specific performance. In any action to enforce this agreement, your clients and Dickinson will have the same right to seek and recover costs and attorneys' fees they would have under 42 U.S.C. § 1988.

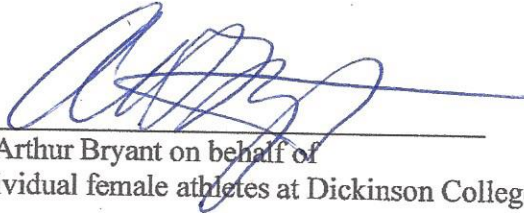
This letter agreement represents the entire agreement between Dickinson and your clients and supersedes any prior understandings, discussions, or agreements. This letter agreement may be modified only in a writing signed by both parties. This letter agreement will be governed by the law of the Commonwealth of Pennsylvania and any claim regarding the terms of the agreement will be brought exclusively in a state or federal court in the Commonwealth of Pennsylvania.

To avoid the expense of litigation, and without admitting liability, the College agrees to pay Bailey Glasser, LLP, for your clients' reasonable costs and attorneys' fees. Such payment shall be sent to Bailey Glasser, LLP, within thirty (30) days of the date of this agreement.

In consideration for the above, your clients will execute a release of claims in the format enclosed. Please indicate below that your clients have authorized consent to these terms.

Sincerely,

  
George Stroud

Agreed: 

by Arthur Bryant on behalf of  
individual female athletes at Dickinson College

Release of Claims by Student Athletes:

In consideration of the promises contained in the letter agreement dated October 1, 2021, to which I agree, I hereby agree, on behalf of myself, my heirs, my assigns, and my future estates, to the terms of that agreement and not to sue and to release and forever discharge Dickinson College ("the College") and its agents and employees, in their official and individual capacities, from all claims, demands, damages, costs, losses, expenses, and actions for violations of Title IX of the Education Amendments of 1972, 20 U.S.C.A. §1681 et seq., with the exception noted in paragraph 6 in the letter agreement, I currently have based on the elimination of the women's squash team announced on August 26, 2021, and/or related to gender equity in athletics, including the treatment of me and my teammates in comparison to male student athletes, as of the date of this release. This release shall not prevent any action for breach of the terms of the letter agreement, including the right to seek specific performance.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_