

**Resolution Agreement**  
University of California, Berkeley  
OCR Case No. 09-15-2296

In order to resolve the allegations and concerns raised in 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 (Title IX), 42 U.S.C. § 2000d, and its implementing regulation, the University of California, Berkeley (University) voluntarily agrees to the terms of this Resolution Agreement (Agreement) and to full implementation of the same:

**I. LOCKER ROOMS, PRACTICE AND COMPETITIVE FACILITIES**

A. The University agrees to provide equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the provision of locker rooms, practice and competitive facilities.

B. In order to ensure equity between the women's and men's intercollegiate athletic programs, the University will complete the following items with respect to the women's field hockey practice and competition facility:

- i. Sound system for competition;
- ii. Permanent spectator stands;
- iii. Elevated press platform;
- iv. Secure storage containers sufficient for the team to store their equipment;
- v. Permanent team rooms (home and visiting team) that include private areas for sports medicine/training;
- vi. Assessment and final determination about the provision of on field restrooms;
- vii. Assessment of whether the sideline drains adequately drain standing water, and, if necessary, a timeline for completion of the corrective action; and
- viii. Assessment and determination about the functionality of the on field data and power systems, and if necessary, a timeline for completion of repairs and upgrades.

C. By March 15, 2017, the University will provide OCR with the assessments in subsections vi. to viii. above for OCR review and approval and documentation of the status of completion of the facility components described in Section I.B.

D. By June 15, 2017, the University will provide OCR with documentation demonstrating completion and functional installation of the facility components in Section I.B.

E. In order to ensure equity between the women's and men's intercollegiate athletic programs, no later than July 1, 2018, the University will ensure that all women's field/court-based sports have practice and competition facilities that include the following amenities ("the listed amenities"):

- i. Adequate spectator seating;
- ii. Adequate seating for athletes;
- iii. Restrooms for athletes;
- iv. Restrooms for spectators;
- v. Medical/training room access;
- vi. Scoreboard;

- vii. Sound system; and
- viii. Portable water/hydration system for athletes.

As used in this paragraph, “field/court-based” sports is intended to exclude those sports, such as cross-country, rowing and golf (a) that are not traditionally played or competed in a permanent campus facility with the listed amenities and (b) for which comparable men’s sports at the University do not have the listed amenities.

F. By March 1, 2018 the University will provide OCR with a report that describes the facts, analysis, and proposed plan for implementation described in Section I.E to OCR for review and approval.

G. By July 1, 2018 the University will provide OCR with documentation demonstrating completion of any actions required by the review in Section I.E.

## **II. PUBLICITY**

A. The University agrees to provide equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the provision of publicity.

B. By July 1, 2018 the University will provide OCR with its assessment of the University branding and team/athlete recognition in its athletics program, including the intercollegiate locker room, practice and competitive facilities as it benefits male and female student athletes.

C. If the University determines that the branding and team/athlete recognition in its athletics program, including the intercollegiate locker room, practice and competitive facilities, is not equitable between male and female athletes under Title IX, the University will provide OCR with a plan, including a timetable, for promptly ensuring equivalent benefits in this area to female and male athletes by October 1, 2018, but in no event no later than 90 days from its findings.

D. Upon completion of the Title IX plan developed in Section II.C of this Agreement, the University will submit documentation to OCR demonstrating equitable University provision of publicity resources to male and female athletes, specifically including branding and team/athlete recognition in its intercollegiate locker room, practice and competitive facilities within 30 days of the completion of the plan’s deliverables.

## **III. RECRUITING**

A. The University agrees to provide equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the recruitment of student athletes.

B. Effective on the date this agreement is signed, the Senior Woman Administrator (SWA) will be responsible for ensuring that the allocation of recruitment funds is equitable between women’s and men’s teams.

C. The SWA will certify, on an annual basis, that the allocation of recruitment funds is equitable between men’s and women’s teams. This certification will explain why the allocation of funds is equitable, and be provided to the University Title IX Coordinator.

D. The University will provide a copy of the recruitment budget and the SWA certification to OCR within 30 days from the date the University approves the recruitment budget. OCR will review the budget and certification, and provide comments as appropriate.

E. The annual budget and certification reporting requirement will remain in effect during the period of OCR's monitoring of this agreement.

#### **V. MONITORING**

The University understands that by signing this Agreement, it agrees to provide data and other information requested by OCR in a timely manner. Further, the University understands that during the monitoring of this Agreement, OCR may visit the University, interview staff, students, and patrons 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 statute(s) and regulations implementing Title IX, at 35 C.F.R. § 106.41, which was at issue in this case.

The University understands that OCR will not close the monitoring of this Agreement until such time that OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the statutes and regulations at issue in the matter.

The University 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 sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Charles F. Robinson  
General Counsel and Vice President  
University of California

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03/02/2017  
Date

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Michael Williams  
Athletic Director  
University of California, Berkeley

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Date