

**RESOLUTION AGREEMENT
COLLEGE OF THE HOLY CROSS
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
COMPLAINT NO. 01-11-2050**

The College of the Holy Cross (College) agrees to fully implement the terms of this Resolution Agreement (Agreement) to resolve the allegations relating to Complaint No. 01-11-2050, filed with the U.S. Department of Education, Office for Civil Rights (OCR) alleging sex discrimination in athletics under Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*, and its implementing regulation at 34 C.F.R. Part 106 (Title IX), and to further its commitment to equity in men's and women's athletic opportunities. Nothing herein shall be deemed to be an admission or acknowledgment by the College that it has violated Title IX, any other laws that OCR enforces, or any other Federal or State law. The College has voluntarily agreed to adhere to the following terms of this agreement, which OCR will monitor to ensure compliance with 34 C.F.R. Section 106.41(c).

I. TERMS OF RESOLUTION

A. Equity Assessment and Action Plan

1. The College will develop an athletics equity assessment report (Equity Report) to assess equity for male and female student-athletes in the College's athletics programs as a whole and ensure compliance with 34 C.F.R. Section 106.41(c) and OCR Policy Interpretation: Title IX and Intercollegiate Athletics (Dec. 11, 1979), found at Federal Register, Vol.44, No. 239. The Equity Report shall include an assessment of the following:
 - a. The provision of equipment and supplies, including uniforms, other apparel, sport-specific equipment and supplies, general equipment and supplies, instructional devices and conditional and weigh training equipment, assessed in terms of quality, amount, suitability, maintenance, and availability, consistent with 34 C.F.R. Section 106.41(c)(2) and Section (B)(3)(a) of the Policy Interpretation;
 - b. Scheduling of games and practice times, including the number of competitive events, the number and length of practice opportunities, the time of day of practices and competitive events, and opportunities to engage in pre- and post-season competition, consistent with 34 C.F.R. Section 106.41(c)(3) and Section (B)(3)(b) of the Policy Interpretation;
 - c. Travel and per diem allowances, including modes of transportation, housing during travel, length of stay before and after competitive events, per diem allowances, and dining arrangements, consistent with 34 C.F.R. Section 106.41(c)(4) and Section (B)(3)(c) of the Policy Interpretation;

- d. Opportunity to receive coaching and academic tutoring, including the relative availability of full- and part-time coaches, assistant coaches, and graduate assistants, as well as the availability of tutoring and procedures and criteria for obtaining tutoring, consistent with 34 C.F.R. Section 106.41(c)(5) and Section (B)(3)(d) of the Policy Interpretation;
- e. Assignment and compensation of coaches and tutors, including the quality, nature and availability of coaches and tutors, as measured, in part, by training, experience, and other professional qualifications, and professional standing as a coach or qualifications as a tutor, as well as, for coaches: rates of compensation, duration of contracts, conditions relating to contract renewal, experience, nature of coaching duties, working conditions, and other terms and conditions; and, for tutors: hourly rates of payment, pupil loads, qualifications, experience, and other terms and conditions of employment, consistent with 34 C.F.R. Section 106.41(c)(6) and Section (B)(3)(e) of the Policy Interpretation;
- f. Provision of locker rooms, practice and competitive facilities, including the quality and availability of the facilities provided for practices and competitive events, exclusivity of use of such facilities, , maintenance of such facilities, preparation of such facilities for practice and competitive events, as well as availability and quality of locker rooms, consistent with 34 C.F.R. Section 106.41(c)(7) and Section (B)(3)(f) of the Policy Interpretation;
- g. Provision of medical and training facilities and services, including the availability of medical personal and assistance, health, accident and injury insurance coverage, the availability and quality of weight, training, and conditioning facilities, and the availability and qualifications of athletic trainers, consistent with 34 C.F.R. Section 106.41(c)(8) and Section (B)(3)(g) of the Policy Interpretation;
- h. Provision of housing and dining facilities, including housing and special services provided as part of housing arrangements, such as laundry facilities, parking spaces, or maid services, consistent with 34 C.F.R. Section 106.41(c)(9) and Section (B)(3)(h) of the Policy Interpretation;
- i. Publicity, including the availability and quality of sports information personnel, access to other publicity resources, and the quantity and quality of publications and other promotional devices, consistent with 34 C.F.R. Section 106.41(c)(10) and Section (B)(3)(i) of the Policy Interpretation;
- j. Recruiting, including opportunities for coaches to recruit, financial and other resources made available for recruiting, and any differences in benefits, opportunities, and treatment afforded prospected student athletes, consistent with Section (B)(4)(a) of the Policy Interpretation; and,

- k. Provision of support services, including the amount of administrative, secretarial and clerical assistance provided, consistent with (B)(4)(b) of the Policy Interpretation.

The Equity Report will include recommendations, based on the results of the assessment, for improvements to the College's athletic program as a whole, and in particular to enhance and promote equity of athletics opportunities for the historically underrepresented gender, in this case female student-athletes

- By January 30, 2015, the College will submit for OCR's review and approval a complete description of the planned methodology to conduct its equity assessment.
 - By six months after approval of its methodology, the College will provide OCR with a copy of its final Equity Report, for review and approval.
2. Based on the results of the Equity Report approved by OCR, the College will develop and implement an Action Plan to make any of the necessary improvements to its athletics program to ensure compliance with C.F.R. Section 106.41(c). The Action Plan will include target start and completion dates for program improvements. Before implementation, the Action Plan will be submitted to OCR for review and approval.
 - By three months after approval of its Equity Report, the College will provide OCR with a copy of its Action Plan, including target start and completion dates, for review and approval. Upon approval by OCR, the College will make any necessary improvements to its athletics program as set out in the approved Action Plan.
 - After approval of its Action Plan, the College will provide progress reports and supporting documentation on completed projects, per the Action Plan every six months until completion of all items.
 - Within ninety days of the last completion date for any program improvements contained in the approved Action Plan, the College will submit a final report to OCR documenting the completion of all of the improvements.

B. Immediate Improvements to Women's Softball Team- Pending Completion of College's Athletic Program Review and Improvements

Pending the results of the College's Equity Report and subsequent Action Plan, beyond any improvements to the softball program made in accordance with Section I. A. 2, above, the College will make the following improvements to the softball program and facilities with regard to: (i) opportunity to receive coaching (permanent, part-time, or otherwise); (ii) assignment and compensation of coaches; and (iii) use,

availability, quality, maintenance, and condition of athletics facilities, including locker rooms and practice and competitive areas, consistent with the regulation at 34 C.F.R. Sections 106.41(c)(5), (6) and (7); Sections (B)(3)(d), (e) and (f) of the Policy Interpretation; and items I.A.1(d), (e) and (f), above:

1. Install a structure at the softball facility that will provide a space for each player to store jackets, warm-ups, gym bags, and other apparel and equipment items while she is performing at the facility;
2. Install the necessary pipes and irrigation equipment to allow for the frequent watering and maintenance of the softball field;
3. Install chain-link protective fencing in front of each dugout to enhance safety for student athletes viewing the softball games;
4. Acquire and install a new sound system at the softball facility to broadcast games and also play music in order to increase spectator and student athlete engagement with the games;
5. Replace the crushed stone dust surface of the infield and bullpen with a composite mixture of materials often used in other softball facilities in order to create a higher quality playing surface that is less abrasive;
6. Add an artificial turf surface to the existing batting cage to ensure student safety and improve the quality of skill development during practices;
7. Construct an additional batting cage that also includes the composite surface mentioned in 3.e., above. This cage will be located in the immediate vicinity of the softball field in order to be conveniently located for students during practices;
8. Continue to address maintenance issues such as repairing or replacing parts of the backstop and the woodwork and roof of the dugouts, as necessary;
9. Hire a second 0.5 FTE part-time assistant coach for the softball team; and compensate the second part-time coach at least the same salary as the College compensated the first part-time assistant coach during the 2012-2013 season; the College will to the extent reasonably possible ensure that all coaching positions remain filled during the entire season;
10. Annually increase the softball team's head coach's salary by at least twice the percentage rate given to other employees until such time as it substantially narrows the salary gap between the College and other institutions in the Patriot League for the softball head coaching position to within 25% of the median. The College agrees to this improvement as an

interim step, in addition to any other improvements ultimately necessary to ensure comparable assignment and compensation of coaching for male and female student-athletes. .

- By July 1, 2015, the College will provide documentation of having completed the improvements set out in Section B. (1) – (9), above.
- In its final report to OCR documenting all of the improvements completed under section I. A. above, the College will include documentation of any/all actions taken under Section B. (10), above.

II. MONITORING

The College understands that OCR will not close the monitoring of this Resolution Agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with the regulation implementing Title IX at 34 C.F.R. Part 106, which was at issue in this case.

The College also understands that by signing this Resolution Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the College understands that during the monitoring of this Resolution Agreement, if necessary, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the district has fulfilled the terms of this agreement and is in compliance with the regulation implementing Title IX at 34 C.F.R. Part 106, which was at issue in this case.

The College 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 College written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

/s/ Phillip L. Boroughs, S.J.
Rev. Phillip L. Boroughs, S.J., President
College of the Holy Cross

10-28-14
Date