

**Resolution Agreement  
Lincoln University  
OCR #03162170 and #03162174**

Lincoln University (University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Cases 03161270 and 03162174. This Agreement does not constitute an admission by the Recipient Type of a violation of Title IX or any of the laws that OCR enforces. The University assures OCR that it will take the following actions to comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§1681-1688, and its implementing regulation, 34 C.F.R. Part 106, which prohibits discrimination based upon sex in any education program or activity receiving Federal financial assistance.

**I. Equipment and Supplies**

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

1. Within 90 days of signing this Agreement, the University will complete and provide to OCR its assessment of the equipment and supplies it provides to each of its men's and women's teams. The assessment will include, at a minimum, whether the University's women's intercollegiate athletic teams are provided with comparable opportunities as provided to the men's intercollegiate athletic teams in the quality, amount, suitability, availability, and maintenance and replacement of the equipment and supplies. The assessment will specifically include documentation of the consultation with athletes and coaches from each team. The assessment will specifically address for each of the men's and women's intercollegiate teams, the following items:
  - a. provision of uniforms and other equipment and supplies;
  - b. establishment of policies and schedules for purchasing new uniforms and other equipment and supplies;
  - c. laundering of uniforms and practice gear; and
  - d. fundraising requirements for athletes.
2. Based on the assessment, the University will develop a plan with timeframes to ensure that it provides equal athletic opportunities for members of both sexes in the provision of equipment and supplies. The University will immediately commence implementation of the plan as applicable to fall and winter 2021 sports, with final implementation by no later than the 2021-2022 school year.
3. In assessing compliance, OCR will compare the availability, quality and kinds of benefits, opportunities, and treatment afforded to the University's male and female athletes in the provision of equipment and supplies to determine whether they are equivalent. Under this equivalency standard, identical benefits, opportunities, or treatment are not required as long as the effects of any differences are negligible. If a comparison of the benefits, opportunities and treatment afforded to males and females

in the identified program components indicates that benefits, opportunities, or treatment are not equivalent, then the University could still be in compliance with Title IX if the differences are shown to be the result of nondiscriminatory factors, such as the unique aspects of particular sports or athletic activities.

**Reporting requirements:**

1. Within 120 days of signing this Agreement, the University will provide to OCR the assessment referenced in section I.A(1) of this Agreement, including its plan to ensure equity in the provision of equipment and supplies. If the University has begun implementing and/or completed any of the planned improvements, then the report will include detailed documentation regarding the progress made.
2. By January 15, 2021, the University will submit a status report to OCR demonstrating implementation of the plan to pertaining to the provision of equipment and supplies.
3. By June 30, 2021, the University will submit a report to OCR demonstrating its full implementation of the equipment and supplies provision of the Agreement.

**II. Opportunity to Receive Coaching and Compensation of Coaches**

The University commits to ensuring that the women’s intercollegiate athletic program at the University, as a whole, will have the opportunity to receive coaching that is comparable to that provided to the men’s intercollegiate athletics program, as a whole.

1. Within 90 days of signing this Agreement, the University will complete a fair and comprehensive evaluation and comparison of the opportunities to receive coaching related to the men’s and women’s intercollegiate athletic programs at the University. In determining whether there is equal opportunity to receive coaching, the assessment will consider: (a) relative availability of full-time coaches; (b) relative availability of part-time and assistant coaches; and (c) relative availability of graduate assistants. In determining whether there is equal opportunity in the assignment of coaches, the evaluation will consider: (a) training, experience, and other professional qualifications; and (b) professional standing. The evaluation will consider the following factors in assessing the compensation of coaches: (a) rate of compensation (per sport, per season); (b) duration of contracts; (c) conditions relating to contract renewal; (d) experience; (e) nature of coaching duties performed; (f) working conditions; and, (g) other terms and conditions of employment.
2. In assessing compliance in this and ensuing component areas, OCR will compare the availability, quality and kinds of benefits, opportunities, and treatment afforded to the University’s male and female athletes to determine whether they are equivalent. Under this equivalency standard, identical benefits, opportunities, or treatment are not required as long as the effects of any differences are negligible. If a comparison of the benefits, opportunities and treatment afforded to males and females in the identified program components indicates that benefits, opportunities, or treatment are not

equivalent, then the University could still be in compliance with Title IX if the differences are shown to be the result of nondiscriminatory factors, such as the unique aspects of particular sports or athletic activities. If sport-specific needs are met equivalently in both men's and women's programs, then differences in particular program components will be found to be justifiable.

3. Within 120 days of signing this Agreement, if the University determines that the men's and the women's intercollegiate athletic programs are not receiving comparable opportunities to receive coaching, the University will correct the inequities to make them equivalent. If the University determines that the coaching between men's and women's sports is comparable, the University will provide to OCR a report outlining that determination and the supporting information, including appropriate documentation, upon which it is based, as reflected in the Reporting Requirements section, below.

#### **Reporting Requirements:**

1. Within 120 days of signing this Agreement, the University will provide OCR with its written report of its coaching opportunity policy(ies) for men's and women's teams. This report will include a description of the process used in conducting the evaluations, the information, including appropriate documentation, considered, and the conclusions reached, pursuant to Section A above.
2. Within 120 days of signing this Agreement, if the University determines that the coaching opportunities for men's and women's intercollegiate teams are not comparable, the University will provide OCR with a finalized copy of the plan(s) developed to correct the inequities identified in the evaluations, and by January 15, 2021 and June 30, 2021, will provide OCR with reports concerning the status of the implementation of the plan(s).

### **III. Recruitment of Athletes**

The University commits to ensuring it is providing equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the recruitment of athletes.

1. Within 90 days of signing this Agreement, the University will complete an assessment of the recruitment of student-athletes for each of its men's and women's teams. The assessment will include, at a minimum, an evaluation of whether the University's women's intercollegiate athletic teams are provided with comparable opportunities as provided to the men's intercollegiate athletic teams in whether coaches or other professional athletic personnel in the programs serving male and female athletes are provided with substantially equal opportunities to recruit, whether the financial and other resources made available for recruitment in male and female athletic programs are equivalently adequate to meet the needs of each program, and whether the differences in benefits, opportunities, and treatment afforded prospective

student athletes of each sex have a disproportionately limiting effect upon the recruitment of students of either sex. The assessment will consider recruiting budgets and other opportunities for each of the men's and women's intercollegiate teams and will specifically include documentation of consultation with coaches from each team.

2. Based on the assessment, the University will develop a plan with timeframes to ensure that it provides equal athletic opportunities for members of both sexes in the recruitment of athletes. The University will immediately commence implementation of the plan as applicable to 2021-22 sports, with final implementation by no later than the 2022-2023 school year.

**Reporting requirements:**

3. Within 120 days of signing this Agreement, the University will provide to OCR the assessment referenced in section III.A(1) of this Agreement, including its plan to ensure equity in the recruitment of student-athletes. If the University has begun implementing and/or completed any of the planned improvements, then the report will include detailed documentation regarding the progress made.
4. By January 15, 2021 and June 30, 2021, the University will submit a status report to OCR demonstrating implementation of the plan to pertaining to the recruitment of student-athletes.
5. By December 31, 2021 the University will submit a report to OCR demonstrating its full implementation of the recruitment provision of the Agreement.

**IV. Athletic Financial Assistance (AFA)**

**A. Demonstration of Current Compliance**

**1. Reasonable Opportunities for AFA**

The University commits to ensuring 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.

- a. Within 90 days of signing this Agreement, the University 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.
- b. Within 90 days of signing this Agreement the University 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.

- c. Within 90 days of signing this Agreement, after taking all legitimate, nondiscriminatory explanations into account the University 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.

**Reporting Requirement:**

1. Within 120 days of signing this Agreement, the University will provide OCR with a detailed report, with copies of supporting documents, reflecting the University’s evaluation of the awarding of athletic financial assistance for the 2020-2021 academic year to the University’s female and male intercollegiate athletes pursuant to the AFA Section IV.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 and/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.

OCR will review the University’s report and notify the University if the University has demonstrated current compliance with respect to Part IV.A. of this Agreement.

**B. Actions to Ensure Future Compliance**

The University will take the following actions, including the reporting to OCR, only if OCR determines the University is unable to demonstrate current compliance with Title IX pursuant to AFA Section IV.A. of this Agreement:

1. Within 90 days of notification from OCR that the University has not demonstrated current compliance under Section IV.A. of this Agreement, 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 2020-2021 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 2020-2021 and the 2021-2022 academic years. The University will begin implementation of the plan within 30 days of OCR’s approval.

- a. The University will identify the specific steps it will take to make adjustments in the amounts of athletic scholarships and/or grants-in-aid it makes available to its male and female students in the intercollegiate program to ensure they are substantially proportionate to their respective intercollegiate athletics participation rates. 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.
- b. 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 IV. of this Agreement.
- c. The University will identify all legitimate, nondiscriminatory factors that apply to the awarding of athletic scholarships and/or grants-in-aid 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 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 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.
- d. 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.

**Reporting Requirements:**

1. Within 90 days of notification from OCR that the University is not demonstrating current compliance with Part IV.A. of this Agreement, the University will provide OCR with reports that include information documenting the steps it has taken to implement the plan referenced in AFA Section IV.B.1.a – d. of this Agreement 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 during the 2020-2021 and 2021-2022 academic years.

2. Within 90 days of notification from OCR that the University is not demonstrating current compliance with Part IV.A. of this Agreement, 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, 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 2020-2021 and 2021-2022 academic years. The University will begin implementation of the plan within 30 days of OCR’s approval.
3. By June 30, 2021, the University will provide OCR with a report detailing any and all specific actions taken by the University during the 2020-2021 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.

The University 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, the University 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 and obligations of this Agreement. Upon the University’s satisfaction of the commitments made under this Agreement, OCR will close this complaint.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement and/or Title IX and its implementing regulations. Before initiating administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the University’s representative below.

/s/ \_\_\_\_\_  
President or designee

06/29/2020 \_\_\_\_\_  
Date