

05-09-6001
Ball State University
Resolution Agreement

Ball State University (University) submits this agreement to the U.S. Department of Education (Department), Office for Civil Rights (OCR), to resolve OCR compliance review #05096001, which was initiated to examine whether the University is providing equal intercollegiate athletic opportunities to members of both sexes with respect to eleven components of the University's intercollegiate athletics program. The University submits this agreement to ensure the University's compliance with Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §1681, and its implementing regulation at 34 C.F.R. Part 106, with respect to the following issues raised in the review: the provision of equipment and supplies, the allocation of travel and per diem allowances, the opportunity to receive coaching and the assignment and compensation of coaches, the provision of locker rooms, practice and competitive facilities, the provision of medical and training facilities and services, the provision of housing and dining facilities and services, the provision of support services, the recruitment of student athletes and publicity. In assessing compliance with this agreement, OCR will compare the availability, quality and kinds of benefits, opportunities, and treatment afforded to the University's male and female athletes in the identified program components 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, 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. The actions to be taken by the University will include but not be limited to the specific actions discussed in the paragraphs set forth below. However, by entering into this Resolution Agreement, the parties expressly agree that it does not constitute any adverse finding or findings by the OCR as to the matters addressed herein, and is a mutually agreed course of action whereby the compliance review initiated by OCR may be satisfactorily resolved through this mutual agreement. Accordingly, the University agrees to the following:

Budgeting

1. Effective the 2010-2011 academic year, the University will ensure that the operating budgets provided to its men's and women's intercollegiate athletic teams, including funds from all funding sources, including but not limited to the Cardinal Varsity Club or other booster clubs, are sufficient to provide the teams with equivalent benefits, opportunities, and treatment in the program components addressed by this agreement.
2. To the extent the University expects its coaches or athletes to engage in fundraising activities to supplement the operating budgets for their teams, the University

will ensure that the coaches or athletes of women's teams are not required to engage in such fundraising to a greater extent than the coaches or athletes of men's teams.

Equipment and Supplies

3. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes in the provision of equipment and supplies. To that end, the University will demonstrate that the amount, quality, and suitability of the equipment and supplies provided to the University's women's intercollegiate athletic teams are equivalent to the amount, quality, and suitability of the equipment and supplies provided to the University's men's intercollegiate athletic teams. In this regard, the University will ensure that its women's intercollegiate athletic teams have a sufficient number of appropriate competitive uniforms to accommodate every team member, that uniforms and practice gear provided to the women's intercollegiate athletic teams are sized appropriately, that all of the equipment and supplies provided to the women's intercollegiate athletic teams are designed for use by female athletes, and that each women's intercollegiate athletic team will have sufficient sports specific equipment to host competitive events at the University.

Travel and Per Diem

4. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes in the provision of travel and per diem allowances. To that end, the University will demonstrate that the University's women's intercollegiate athletic teams are no more likely than its men's intercollegiate athletic teams to require more than two athletes to stay in a room during overnight travel, that women's intercollegiate athletic teams receive per diem amounts during travel that are comparable to those provided to men's intercollegiate athletic teams and that women's intercollegiate athletic teams are no more likely than men's intercollegiate athletic teams to engage in same-day travel after away competitions.

Coaching

5. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes in the provision of coaching by demonstrating that the University's coaching compensation and assignment policies or practices do not deny male and female athletes coaching of equivalent quality, nature or availability. The University will ensure that its coaching compensation policies and practices do not limit the University's ability to attract or retain high quality coaches for the University's women's intercollegiate athletic teams. The University will ensure that any differences in the assignment and compensation of coaches are based on nondiscriminatory factors unrelated to the gender of the athletes involved. To that end, the University will demonstrate that its women's intercollegiate athletic teams are provided head and assistant coaches who possess training, experience and other *qualifications that are comparable to the training, experience and other qualifications*

possessed by the head and assistant coaches of the University's men's intercollegiate athletic teams.

6. By November 30, 2010, the University's Office of University Compliance will conduct an investigation of the coaching changes that have occurred in the women's intercollegiate athletic program since June 1, 2005 to determine whether any coaches of women's teams who have been fired or have resigned their employment with the University during that period were subjected to discrimination based on the sex of the athletes coached and/or to retaliation for having engaged in activities protected by Title IX either during their employment at the University or in connection with their departure from the University. If the Office of University Compliance determines that discrimination and/or retaliation occurred, it will take prompt and effective corrective action to address the discrimination and/or retaliation, including by taking disciplinary action as appropriate for University officials found to have engaged in discrimination or retaliation. The University will submit a copy of the Office of University Compliance's investigative report, findings, and any proposed corrective action to OCR for review and approval. OCR's review will include an evaluation of the thoroughness and legal sufficiency of the investigation, findings and any proposed corrective action. If not approved, OCR will advise the University of any further action needed. If approved, the University will implement the corrective action plan within 60 days of OCR's approval.

7. By August 31, 2010, the University will develop and implement procedures providing for the University's Office of University Compliance to monitor future coaching changes in the University's women's intercollegiate athletics program to ensure that any changes are nondiscriminatory and nonretaliatory under Title IX. Prior to implementing any new procedures, the University will submit a copy of the Office of University Compliance's proposed procedures to OCR for review and approval. The University will implement the new procedures within 60 days of OCR's approval.

8. By August 31, 2010, the University will conduct training for all administrative staff involved in the University's intercollegiate athletics program on the University's obligations not to discriminate or retaliate against any person for engaging in activities protected by Title IX.

9. By August 31, 2010, the University will (1) notify the coaches and players of all of the University's women's intercollegiate athletics teams in writing of the University's commitment not to discriminate or retaliate against any person for engaging in activities protected by Title IX and (2) inform the coaches and players in writing of direct concerns about the University's Title IX compliance to the University's Office of University Compliance.

Facilities

10. Effective the 2010-2011 academic year, the University will ensure that it provides *equal athletic opportunities* for members of both sexes in the provision of locker rooms, practice and competitive facilities. To that end, the University will demonstrate that the

University's women's intercollegiate athletic teams are provided with locker rooms, practice and competitive facilities that are comparable in quality to the locker rooms, practice and competitive facilities provided to the University's men's intercollegiate athletic teams. In particular, the University will ensure that the locker rooms provided to individual women's teams have a sufficient number of lockers, showers, and rest rooms to accommodate all team members to the same extent as the locker rooms provided to individual men's teams. In addition, the University will implement its plans to upgrade the practice and competitive facilities it provides for its women's field hockey, golf, soccer, softball and track teams and its men's baseball and golf teams.

Medical and Training

11. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes in the provision of medical and training facilities and services. To that end, the University will demonstrate that the University's women's intercollegiate athletic teams are as likely as the University's men's intercollegiate athletic teams to receive athletic training services from one of the University's full-time athletic trainers. In addition, the University will review and revise as needed its procedures for scheduling access to the University's two weight, training, and conditioning facilities for its men's and women's intercollegiate athletic teams to ensure that the University's women's intercollegiate athletic teams are as likely as the University's men's intercollegiate athletic teams to receive access to weight, training, and conditioning facilities.

Housing and Dining

12. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes in the provision of housing and dining facilities and services. To that end, the University will demonstrate that the University's women's intercollegiate athletic teams are as likely as the University's men's intercollegiate athletic teams to be provided access to training table and pre-game meals.

Support Services

13. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes in the provision of support services. To that end, the University will demonstrate that the University's women's intercollegiate athletic teams receive secretarial and clerical support that is equivalent to that provided to the University's men's intercollegiate athletic teams.

Recruitment

14. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes with respect to the opportunity to recruit. To that end, the University will demonstrate that the University's women's

intercollegiate athletic teams have sufficient financial and other resources to meet their recruiting needs and have an equal opportunity to engage in recruiting-related travel and conduct in-home visits with recruits.

Publicity

15. Effective the 2010-2011 academic year, the University will ensure that it provides equal athletic opportunities for members of both sexes in the provision of publicity. To that end, the University will demonstrate that the University's women's intercollegiate athletic teams are as likely as the University's men's intercollegiate athletic teams to receive publicity services from one of the University's full-time athletic communications employees. In addition, the University will review and revise as needed its procedures for seeking and obtaining media coverage for its men's and women's intercollegiate athletic teams, including radio and television coverage of athletic contests, to ensure that to the maximum extent within the control of the University, its men's and women's teams receive equivalent access to such coverage.

Monitoring

16. By August 31, 2010, the University will submit a detailed report with supporting documentation outlining the University's plan for implementing the terms of this agreement during the 2010-2011 academic year. The report will include proposed budgets for the 2010-2011 academic year and a detailed description of the steps being taken by the University to ensure that equivalent benefits, opportunities and treatment are being provided to the University's men's and women's intercollegiate athletic teams in the program components covered by this agreement.

17. By November 30, 2010, the University will submit a report regarding its implementation of items #6, #7, #8 and #9 of this agreement and provide OCR with a copy of the investigation report, findings and corrective action, if any, proposed by the Office of University Compliance in connection with the investigation referenced in item #6, the new procedures referenced in item #7, documentation regarding the training referenced in item #8, and the notices to coaches and athletes referenced in item #9. Within 90 days of OCR's approval, the University will provide documentation demonstrating its implementation of any corrective action, if necessary, taken pursuant to item #6 and the implementation of the new procedures pursuant to item #7.

18. By September 30, 2011, the University will complete a self-assessment of the extent to which it has succeeded in providing equivalent benefits, opportunities and treatment to its men's and women's intercollegiate athletic teams in the program components covered by this agreement during the 2010-2011 academic year. The assessment will include individual meetings with coaches and athletes from each men's and women's intercollegiate athletic team and discussions with athletic department staff responsible for overseeing the provision of benefits, opportunities and treatment in the *program components* covered by this agreement. The University will submit a report detailing the results of the self-assessment to OCR. If the University's self-assessment

identifies additional steps that need to be taken during the 2011-2012 academic year, then the University's report will provide a detailed description of the additional steps it plans to take.

19. By December 1, 2011, the University will submit a report to OCR demonstrating its full implementation of the terms of item #1 through item #15 of this agreement.

OCR will continue to monitor the University's implementation of each item of this agreement until such time as OCR has obtained sufficient evidence to demonstrate that the University is in compliance with the provisions of Title IX applicable to this compliance review. During its monitoring of this agreement, OCR will visit the University, interview University coaches, athletes and staff and request such additional reports or data as are necessary for OCR to determine whether the University has complied with the terms of this agreement.

For Ball State University:

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Date 8/19/2010

Dr. Jo Ann M. Gora
President
Ball State University