

Resolution Agreement #05-17-2002
Oakland City University

The U.S. Department of Education, Office for Civil Rights (OCR) and Oakland City University (University) enter into this Resolution Agreement (Agreement) to resolve the issues of sex discrimination in the above-referenced complaint. However, by entering into this Agreement, the University maintains that said action and the Agreement itself does not constitute an admission of liability, non-compliance, or wrongdoing by the University. Rather the University has voluntarily agreed to enter into this Agreement so that the complaint investigation may be satisfactorily resolved through this agreement. 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

- A. 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. By November 15, 2019, 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 address for each of the men's and women's intercollegiate teams the provision of uniforms and other equipment and supplies, the establishment of policies and schedules for purchasing new uniforms and other equipment and supplies, the laundering of uniforms and practice gear, and fundraising requirements for athletes. The assessment will specifically include consultation with athletes and coaches from each team. 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 2019 sports, with final implementation by no later than the 2020-2021 school year.
 2. 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.

B. Reporting requirement

1. By November 15, 2019, 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 31, 2020 and June 30, 2020, 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. SCHEDULING OF GAMES AND PRACTICE TIMES

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

1. By November 15, 2019, the University will complete and provide to OCR its assessment of the scheduling of games and practice times for men's and women's teams. The assessment will specifically address the scheduling of practice times for teams that share the same facilities, the effect of weather on practice times, and solutions for athletes who practice during mealtimes. The assessment will also address the quality of competitive opportunities for men's and women's teams, as well as opportunities for men and women to compete equivalently during prime-time. In conducting this assessment, the University will consult with male and female athletes. The assessment will include, at a minimum, an evaluation consistent with the principle set forth in I.A(2), above, 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 the scheduling of games and practice times
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 scheduling of games and practice times. The University will immediately commence implementation of the plan as applicable to fall and winter 2019 sports, with final implementation by no later than the 2020-2021 school year.

B. Reporting requirement

1. By November 15, 2019, the University will provide to OCR the assessment referenced in section II.A(1) of this Agreement, including its plan to ensure equity in the scheduling of games and practice times. 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 31, 2020 and June 30, 2020, the University will submit a status report to OCR demonstrating implementation of the plan to pertaining to the scheduling of games and practice times.
3. By June 30, 2021, the University will submit a report to OCR demonstrating its full implementation of the scheduling of games and practice times provision of the Agreement.

III. TRAVEL AND PER DIEM

- A. The University agrees to provide equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the provision of travel and per diem allowances.
 1. By November 15, 2019, the University will complete and provide to OCR its assessment of the travel and per diem allowances it provides to each of its men's and women's teams. The assessment will include, at a minimum, an evaluation consistent with the principle set forth in I.A(2), above, 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 the modes of transportation, housing furnished during travel, length of stay before and after competitive events, per diem allowances, and dining arrangements. The assessment will consider each of the men's and women's intercollegiate teams and will specifically address the travel budgets as well as the requirements for men's teams and women's teams to fundraise for trips in order to ensure that no team is disproportionately burdened on the basis of sex in fundraising, and that all teams have equivalent opportunities to travel to compete; it will also address the modes of transportation provided to men's and women's teams. The assessment will include consultation with athletes and coaches from each team and will include, at a minimum, an evaluation consistent with the principle set forth in I.A(2), above, 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 the provision of travel and per diem allowances.
 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 travel and per diem. The University will immediately commence implementation of the plan as applicable to 2019 sports, with final implementation by no later than the 2020-2021 school year.
- B. Reporting requirement

1. By November 15, 2019, 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 provision of travel and per diem. 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 31, 2020 and June 30, 2020, the University will submit a status report to OCR demonstrating implementation of the plan to pertaining to the provision of travel and per diem.
3. By June 30, 2021, the University will submit a report to OCR demonstrating its full implementation of the travel and per diem provision of the Agreement.

IV. Availability of Coaches

- A. The University agrees to provide equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the availability of coaches.
 1. By November 15, 2019, the University will complete and provide to OCR its assessment of the coaching it provides to each of its men's and women's teams. The assessment will include, at a minimum, an evaluation consistent with the principle set forth in I.A(2), above, 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 the relative availability of full-time coaches, relative availability of part-time and assistant coaches, and relative availability of graduate assistants. The assessment will consider the provision of head and assistant coaches to each of the men's and women's intercollegiate teams and will specifically include consultation with athletes and 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 opportunity to receive coaching. The University will immediately commence implementation of the plan as applicable to 2019 sports, with final implementation by no later than the 2020-2021 school year.
- B. Reporting requirement
 1. By November 15, 2019, the University will provide to OCR the assessment referenced in section IV.A(1) of this Agreement, including its plan to ensure equity in the opportunity to receive coaching. 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 31, 2020 and June 30, 2020, the University will submit a status report to OCR demonstrating implementation of the plan to pertaining to the opportunity to receive coaching.
3. By June 30, 2021, the University will submit a report to OCR demonstrating its full implementation of the coaching provision of the Agreement.

V. PROVISION OF LOCKER ROOMS AND 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 and practice and competitive facilities.
1. By November 15, 2019, the University will complete and provide to OCR its assessment of the locker rooms and practice and competitive facilities it provides to each of its men's and women's teams. The assessment will include, at a minimum, an evaluation consistent with the principle set forth in I.A(2), above, 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 the quality and availability of the facilities provided for practice and competitive events, the exclusivity of use of facilities provided for practice and competitive events, the availability of locker rooms, the quality of locker rooms, the maintenance of practice and competitive facilities, and the preparation of facilities for practice and competitive events. The assessment will consider each of the locker rooms, practice and competitive facilities provided to men's and women's intercollegiate teams, particularly the exclusivity of use of the women's basketball court, the quality of the off-campus golf courses, the quality and location of the off-campus East Gibson Field, the quality of the tennis courts, and the maintenance and preparation of the golf and volleyball facilities. The assessment will also consider lighting available for games at the men's and women's fields, and plumbing and drainage issues in the women's basketball, volleyball, and soccer locker rooms, and will specifically include consultation with athletes and 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 provision of locker rooms and practice and competitive facilities. The University will immediately commence implementation of the plan as applicable to 2019 sports, with final implementation by no later than the 2020-2021 school year.
- B. Reporting requirement
1. By November 15, 2019, the University will provide to OCR the assessment referenced in section V.A(1) of this Agreement, including its plan to ensure equity in the provision of locker rooms and practice and competitive facilities. 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 31, 2020 and June 30, 2020, the University will submit a status report to OCR demonstrating implementation of the plan to pertaining to the provision of locker rooms and practice and competitive facilities.
3. By June 30, 2021, the University will submit a report to OCR demonstrating its full implementation of the locker rooms and practice and competitive facilities provision of the Agreement.

VI. RECRUITMENT OF ATHLETES

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

1. By November 15, 2019, the University will complete and provide to OCR its 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 consistent with the principle set forth in I.A(2), above, 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 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 2019 sports, with final implementation by no later than the 2020-2021 school year.

B. Reporting requirement

1. By November 15, 2019, the University will provide to OCR the assessment referenced in section VI.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.

2. By January 31, 2020 and June 30, 2020, the University will submit a status report to OCR demonstrating implementation of the plan to pertaining to the recruitment of student-athletes.
3. By June 30, 2021, the University will submit a report to OCR demonstrating its full implementation of the recruitment provision of the Agreement.

VII. IMPLEMENTATION AND ENFORCEMENT OF THIS AGREEMENT

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 review.

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.

President or designee

Date