

**Resolution Agreement #05-19-2303**  
**Ball State University**

The U.S. Department of Education, Office for Civil Rights (OCR) and Ball State University enter into this Resolution Agreement (Agreement) to resolve OCR Case No. 05-19-2303. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. 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.

The University agrees to provide equivalent treatment, benefits, and opportunities to female and male student athletes with respect to the provision of medical and training services and facilities.

1. By September 30, 2020, the University will complete and provide to OCR its assessment of the medical and training services and facilities 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 availability of medical personnel and assistance; health, accident and injury insurance coverage; availability and quality of weight and training facilities; availability and quality of conditioning facilities; and availability and qualifications of athletic trainers. The assessment will consider each of the men's and women's intercollegiate teams and 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 medical and training services and facilities by no later than December 31, 2020. It is understood that as of the effective date of this Agreement, the University is not engaged in normal operations due to a public health pandemic. In the event the University is unable to resume normal operations at the start of the 2020-21 academic fall semester, which would include the provision of in-person classes and residential housing, the plan shall be adjusted with mutually agreeable timeframes.
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 medical and training services and facilities 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 medical and training services and facilities 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:** By September 30, 2020, the University will provide to OCR the assessment referenced in item #1 of this Agreement, including its plan to ensure equity in the provision of medical and training services and 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. If the plan referenced in item #1 above is necessary, by April 30, 2021, and September 30, 2021, the University will submit a status report to OCR demonstrating implementation of the plan pertaining to the provision of medical and training services and facilities.

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