

RESOLUTION AGREEMENT
Nicholls State University
Complaint Number 06-16-2077

The U.S. Department of Education (Department), Office for Civil Rights (OCR), and Nicholls State University (the University) enter into this Resolution Agreement (Agreement) to voluntarily resolve the allegations in the above-referenced complaint. The 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, consistent with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 *et seq.*, and its implementing regulations, at 34 C.F.R. Part 106. The University acknowledges that under Title IX, it has an obligation to provide equal athletic opportunity to members of both sexes.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues in this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the University agrees to take the following actions.

ACTION ITEMS AND REPORTING REQUIREMENTS

I. PROVISION OF LOCKER ROOMS, PRACTICE AND COMPETITIVE FACILITIES

The University agrees to provide equivalent treatment, benefits, and opportunities to male and female student athletes with respect to the provision of locker rooms, practice and competitive facilities as required by Title IX and its implementing regulation, at 34 C.F.R. § 106.41(c)(7).

- A. By XXXXXXXXXXXXX, the University will complete a comprehensive assessment of all practice and competitive facilities and locker rooms assigned to each male and female athletic team. The assessment will include, at a minimum, an evaluation of the: quality and availability of the facilities provided for practice and competitive events; exclusivity of use of facilities provided to male and female teams for practice and competitive events; availability of locker rooms; quality of locker rooms; maintenance of practice and competitive facilities; and preparation of facilities for practice and competitive events.

The assessment will include the following: identification of all locker rooms, practice and competitive facilities, including proximity to practice and competitive facilities and coaches' offices, quality of each facility including, but not limited to, the quality of playing surfaces, field drainage and field lighting, amenities for each locker room (seating, showers, laundry service, space available for trainers), exclusivity of use of locker rooms, accommodations for visiting teams, amenities for each practice and competitive field (concession facilities, public address systems, electronic scoreboards, special lighting on the fields for television coverage, seating and housing at each field), maintenance of each facility, preparation of each practice and competitive field, the age of each facility, whether it is on or off campus, and whether certain teams or programs have exclusive use of the facility, including a schedule showing when facilities are used for practices and competitions and how long the locker rooms are assigned for use by each team.

- B. Based on the assessment, the University will determine whether it provides equal athletic opportunities for members of both sexes in the provision of locker rooms, practice and competitive facilities.

Reporting Requirements – Action Item I

- 1. By XXXXXXXXXXXXXXXX, the University will provide to OCR a report detailing the assessment and results of the assessment of its locker rooms and practice and competitive facilities.
 - a. If the University determines that the locker rooms and practice and competitive facilities assigned to the male and female athletic programs are comparable, the University report will outline that determination and the information upon which it is based. The University will provide supporting documentation related to the report, including: a description of the process followed in each area of the assessment; a list of the individuals involved in the assessment process; and the results of the assessment.
 - b. If the University determines that the locker rooms and practice and competitive facilities assigned to the male and female athletic programs are not comparable, the University will submit to OCR, for its review and approval, a plan to ensure the provision of equal athletic opportunities to participants of both sexes in its intercollegiate athletics program with respect to the provision of locker rooms, practice and competitive facilities. The plan will also include a description of specific action steps and timelines for completion of construction of any new facility and/or any other remedial steps.
- 2. If Reporting Requirement 1(b) above is applicable, by XXXXXXXXXXXXXXXX, the University will provide OCR with a report as to status of the actions taken to implement the plan. The University will include copies of any documents, plans, photographs, work orders, or other material that supports the University’s completion of actions related to implementation of the plan.

II. OPPORTUNITY TO RECEIVE COACHING AND ASSIGNMENT AND COMPENSATION OF COACHES

- 1. The University agrees to provide equal athletic opportunities to participants of both sexes in its intercollegiate athletics program with respect to coaching, assignment, and compensation of coaches as required by Title IX and its implementing regulations, at 34 C.F.R. § 106.41(c)(5) & (6). The University will assess the following: (1) the total full-time, coaching equivalence for all male teams and female teams in relationship to the number of participants in both male and female athletic programs to determine the availability of coaches to participants; (2) the number of assistant coaches available to each team in both male and female programs; (3) the ratio of the total number of coaches to the total number of participants in each program; (4) the training, experience and professional qualifications of coaches assigned to the male and female programs; (5) the salaries of head coaches and assistant coaches in both male and female male programs and determine whether any differences are the result of nondiscriminatory

factors; (6) the percentage of coaching funds available to both programs; and (7) the number of assistant coaches for each team in the male and female programs.

2. In the event the University's self-assessment reveals disparities with regard to the availability of coaches, assignment of coaches, or compensation of coaches, where significant disparities may be apparent, an explanation of any disparity should be provided to determine whether the disparity may be a permissible nondiscriminatory difference.

Reporting Requirements – Action Item II

1. By XXXXXXXXXXXXX, the University will provide OCR a report that includes the following:
 - a. Availability of Coaches: The University will complete for each team a comprehensive assessment of the relative availability of full-time coaches, relative availability of part-time and assistant coaches, and relative availability of graduate assistants by determining the full-time equivalence (FTE) of coaches in the male program as compared to coaches in the female program, computing the FTE ratio of coaches to the number of participants in each program, and finally comparing the ratio between male and female programs to determine any inequity.
 - b. Assignment of Coaches: The University will complete for each team a comprehensive assessment of coaches assigned for the male program and female program comparing the training, experience and other professional qualifications and professional standing to determine whether the male program and female program provide coaches that have comparable qualifications, education, and experience.
 - c. Compensation of Coaches: The University will complete for each team a comprehensive assessment of the allocation of funds for coaching to the male and female program. Specifically, the University will examine the rate of compensation, duration of contracts, conditions relating to contract renewal, experience, nature of coaching duties performed, working conditions, and other terms and conditions of employment.
2. If the University's self-assessment reveals disparities with regard to the availability of coaches, assignment of coaches, or compensation of coaches, by XXXXXXXXXXXXX, the University will provide an explanation of any disparity and whether the disparity may be the result of a permissible nondiscriminatory difference.
3. If disparities are not the result of permissible nondiscriminatory differences, by XXXXXXXXXXXXX, the University will submit a plan (Plan) to ensure the provision of equal opportunities in the availability of coaches, assignment of coaches, or compensation of coaches to participants of both sexes. The Plan will include specific action steps and timelines to ensure the provision of equal athletics opportunity to both sexes in its intercollegiate athletics program.

4. If the University's self-assessment reveals disparities that require the Plan referenced above, by XXXXXXXXXXXXX, the University will provide OCR with documentation reflecting implementation of the Plan.

A. Demonstration of Current Compliance

The University agrees 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.

1. The University will demonstrate that during the 2017-2018 academic year the amount of athletic scholarships and/or grants-in-aid it awarded to male and female athletes was substantially equal to their intercollegiate athletic participation rates, after taking into consideration any legitimate, nondiscriminatory reasons for any differences.
 - a. The University will compare the intercollegiate athletic participation rates of male and female 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. 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. 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 one percent (1%) of the entire budget for athletic scholarships and/or grants-in-aid.

Reporting Requirements – Action Item III.A

1. By XXXXXXXXXXXXX, 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 to the University's male and female intercollegiate athletes pursuant to the AFA Section III.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 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.

B. Actions to Ensure Future Compliance

The University will take the following actions only if unable to demonstrate current compliance with Title IX pursuant to AFA Section III.A of this Agreement:

1. By XXXXXXXXXXXXX, 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 2019-2020 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 2018-2019 academic year. The University will initiate implementation of the plan upon review and approval by OCR.
2. 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. 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 III.B of the Agreement.
3. The University will identify all legitimate, nondiscriminatory factors that apply and describe how they will be taken into account.
4. 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 one percent (1%) of the total amount athletic financial assistance awarded.

Reporting Requirements – Action Item III.B

The University will complete and submit to OCR the following reporting requirements only if the University implements the action items set forth in AFA Section III.B of this Agreement:

1. By XXXXXXXXXXXXX, The University will provide OCR with reports that include information documenting the steps it has taken to implement the plan referenced in AFA Section III.B of this Agreement and demonstrating that the University will 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 2019-2020 academic year.

2. By XXXXXXXXXXXXXXXX, the University will provide OCR with a report detailing any and all specific actions taken by the University during the 2018-2019 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

IV. TRAVEL AND PER DIEM ALLOWANCE

The University agrees to provide male and female student athletes equivalent travel and per diem allowances and housing when traveling as required by 34 C.F.R. § 106.41(c)(4).

By XXXXXXXXXXXXXXXX, the University will complete an assessment of travel, per diem allowances and housing provided during the 2017-2018 academic year for male and female student athletes. The assessment will consider the below factors:

- a) A review of the modes or methods of transportation used by each team for each competition, such as institutionally owned, privately owned, or commercial vehicles. Specify the type transportation used, e.g., car, van, bus, or plane;
- b) The total per diem or amount spent for each trip for each team and the per diem allowance or amount spent for meals for each athlete for each team;
- c) For each team, the number of student athletes on the travel squad for each away game or competition, the location of the game or competition, the names and positions of additional personnel (including coaches, trainers, and student assistants/managers) who traveled with the team to each game or competition, the vehicle(s) used and the capacity of the vehicle(s) used; and
- d) The role played by booster clubs and any other outside entities in the provision of transportation and per diem allowances.

Reporting Requirements – Action Item IV

By XXXXXXXXXXXXXXXX, the University will provide OCR a report as to its assessment of compliance with the requirements of each of the above program components, and where travel and per diem allowances and housing when traveling are not equivalent, proposed actions to ensure the provision of equal athletic opportunity to participants of both sexes in its intercollegiate athletics program.

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 of this Agreement.

Upon the recipient's satisfaction of the commitments made under the Agreement, OCR will close the case.

The University 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 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.

Executed on _____

President
Nicholls State University