

## **Resolution Agreement**

Wayland Baptist University  
OCR Complaint No. 06202074

The U.S. Department of Education, Office for Civil Rights (OCR) and Wayland Baptist University (the University) enter into this resolution agreement (Agreement) to resolve the above-referenced complaint. 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, and its implementing regulations at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex by recipients of Federal financial assistance.

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

### **ACTION ITEM 1: SCHEDULING OF GAMES AND PRACTICE TIMES**

The University agrees to provide equal athletic opportunities to members of both sexes in its intercollegiate athletics program at Wayland Baptist University (the University) with respect to the scheduling of games (tournaments) and practice time, as required by Title IX and its implementing regulation at 34 C.F.R. § 106.41(c)(7).

The University shall conduct an assessment to determine whether the University is providing equivalent benefits and opportunities to female and male students in the golf program with respect to the scheduling of tournaments and practice times. In conducting its assessment, the University will consider for golf: the number and length of practice opportunities; the time of day practice opportunities are scheduled; the time of day tournaments are scheduled; the number of tournaments; and opportunities to engage in available pre-season and post-season competition, including access to swing analyzer.

After conducting the assessment described above, the University shall determine the extent to which any disparities exist between benefits and opportunities provided to female and male athletes regarding the scheduling of tournaments and practice time. The University will develop a plan to cure any disparities in the benefits and opportunities provided to male and female athletes in a Corrective Action Plan (CAP). If the University is required to develop a CAP under Action Item 1 of this Agreement, then the University may include steps to cure disparities found regarding the scheduling of tournaments and practice time in the same CAP.

### **Reporting Requirements: Action Item 1**

- a. By **June 15, 2021**, the University will provide to OCR the results of its assessment conducted pursuant to Action Item 1. OCR will review the University's self-assessment. In reviewing the University's self-assessment, OCR will review the documentation as well as the reason(s) supporting the University's determination. OCR

will either approve the University's self-assessment or provide feedback regarding the University's self-assessment within **30 calendar days**.

- b. By **September 15, 2021**, the University will provide OCR, for review and approval, its CAP, including timeframes for completion. The CAP will include a description of the steps that will be taken by the University during the 2021-2022 school year to ensure that equivalent athletic opportunities are being provided to male and female golf athletes with regard to the scheduling of tournaments and practices. OCR will provide comments, if any, within **30 calendar days**.
- c. By **January 15, 2022**, the University will submit a progress report to OCR evidencing the actions it has taken to implement its CAP.
- d. By **June 15, 2022**, the University will provide to OCR, for review and approval, its final report evidencing that male and female golf athletes are provided equivalent athletic opportunities with regard to the scheduling of games and practice times.

## **ACTION ITEM 2: TRAVEL AND PER DIEM ALLOWANCE**

The University agrees to provide equal athletic opportunities to members of both sexes in its intercollegiate athletics program with respect to travel and per diem allowance, as required by Title IX and its implementing regulation at 34 C.F.R. § 106.41(c)(4). The University agrees to conduct a comprehensive self-assessment of travel and per diem allowances to each golf team which, at minimum, will include assessment of the following:

- a. The University will review the modes or methods of transportation used by each golf team, such as University-owned, privately owned, or commercial vehicles (e.g., chartered buses).
- b. The University will consider whether meals are provided to any intercollegiate athletics golf team either before or after tournaments, by whom the meal is provided (University, tournament host, booster club), and the approximate cost of each meal provided.
- c. For each golf intercollegiate athletics team, the University will consider the number of student-athletes on the travel squad for each away tournament, the location of the tournament, the names and positions of additional personnel who traveled with the team to each tournament (including coaches, trainers, and student assistants/managers), and the vehicle(s) used.
- d. Considering the above factors, the University will determine whether any disparities exist between the provision of travel and per diem to male and female athletes in the golf teams. To the extent nondiscriminatory factors cannot explain the differences, the University will also determine whether the identified disparities deny students of either sex an equivalent opportunity to participate in the University's intercollegiate golf program. OCR will review the University's determination, as well as all information relied upon by the University in reaching its determination.

After conducting the assessment described above, the University shall determine the extent to which any disparities exist between benefits and opportunities provided to female and male athletes regarding travel and per diem allowance. The University will develop a plan to cure any

disparities in the benefits and opportunities provided to male and female athletes in a Corrective Action Plan (CAP). If the University is required to develop a CAP under Action Item 2 of this Agreement, then the University may include steps to cure disparities found regarding the scheduling of games and practice time in the same CAP.

**Reporting Requirements: Action Item 2**

- a) By **June 15, 2021**, the University will report to OCR the results of the review conducted pursuant to Action Item 2. OCR will review the University's self-assessment. In reviewing the University's self-assessment, OCR will review the documentation as well as the reason(s) supporting the University's determination. OCR will either approve the University's self-assessment or provide feedback regarding the University's self-assessment within **30 calendar days**.
- b) By **September 15, 2021**, the University will provide to OCR, for review and approval, its CAP, including timeframes for completion. The CAP will include a description of the steps that will be taken by the University during the 2021-22 school year to ensure that equivalent athletic opportunities are being provided to male and female golf athletes with regard to travel and per diem allowance. OCR will provide comments, if any, within **30 calendar days**.
- c) By **January 15, 2022**, the University will submit a progress report to OCR evidencing the actions it has taken to implement its CAP.
- d) By **June 15, 2022**, the University will provide to OCR, for review and approval, its final report evidencing that male and female golf athletes are provided equivalent athletic opportunities with regard to travel and per diem allowance.

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 the Agreement. Further, the University understands that during the monitoring of the 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 recipient has fulfilled the terms of the Agreement. Upon the University's satisfaction of the commitments made under the Agreement, OCR will close the case.

The University further understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will 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.

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Dr. Bobby Hall, President  
Wayland Baptist University

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Date