

**Resolution Agreement**  
Laney College  
OCR Case No. 09-14-2331

Pursuant to the U.S. Department of Education, Office for Civil Rights (OCR) Case Processing Manual at section 302, OCR has the authority to resolve this complaint by means of a resolution agreement before the conclusion of the investigation when the recipient expresses an interest in such a resolution. In order to resolve the allegations raised in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR) under Title IX of the Education Amendments of 1972 (Title IX), and without admitting to any violation of Title IX or any other federal law, Laney College (College), voluntarily agrees to the terms of this Agreement. The College agrees to fully implement the terms below.

**I. Provisions**

**A. Coaching**

- i. By September 30, 2015, the College will provide OCR with a revised version of the Athletic Program Coaches' Manual. The revised manual will include provisions on athletic course scheduling, supplemental opportunities for strength and conditioning coursework for athletes, budget, fundraising, and athletic and academic supports for athletes. By October 16, 2015 the College will provide OCR with documentation that all current coaches of female sports received detailed instruction about the contents of the Coaches' Manual, transmitting information to the athletes, and monitoring the athletes' use of facilities and services.
- ii. By October 16, 2015, the College will provide OCR with documentation that coaches attended an in-service, or other professional development, from the strength/conditioning instructor on how to utilize the weight room and Fitness Center equipment and designing a conditioning program suitable for their sport.
- iii. By June 30, 2016, the College will provide OCR with its evaluation of the effectiveness of Items A(i)-(ii) of this Agreement, and whether and what revisions are necessary to ensure equity in coaching.

**B. Academic Services**

- i. By September 30, 2015 (fall season) and February 26, 2016 (winter/spring seasons), and annually for the duration of the monitoring of this Agreement the College will provide OCR with documentation confirming that student athletes were directly informed of the College's opportunities for athletic and academic support for athletes during their season of sport (e.g. tutoring, weight and conditioning courses, academic counseling, access to opportunities located at the Athletic Fieldhouse and Gymnasium).
- ii. By June 30, 2016, the College will provide OCR with its evaluation of the effectiveness of Items B(i) of this Agreement, and whether and what revisions are necessary to ensure equitable access to academic services.

C. Locker Rooms

- i. By September 1, 2015, the College submitted a projected timeline for renovation of the Gymnasium locker, shower, team and training room(s). Beginning December 18, 2015, and quarterly thereafter in the months of March, June, September, and December until the project completion, the College will provide OCR with updates and supporting documentation demonstrating its progress towards renovating the Gymnasium locker, shower, team and training room(s) so that they are comparable to those provided to the teams using the Athletic Fieldhouse. The College will work collaboratively with OCR to revise the plans, if necessary, to resolve any questions or concerns raised by OCR with respect to equity under Title IX.
- ii. By August 25, 2017, the College will provide OCR with documentation demonstrating completion of the Gymnasium renovation.

D. Access to Training Facilities and Services

- i. By September 30, 2015, the College will inform OCR of its efforts and proposal to identify additional athletic trainer support for the female athletes. The College will work collaboratively with OCR to revise the proposal, if necessary, to resolve any questions or concerns raised by OCR with respect to equity under Title IX. By June 30, 2016, the College will provide OCR with documentation confirming its efforts and outcomes under the proposal.
- ii. By June 30, 2016, the College will provide OCR with its evaluation of the effectiveness of the athletic trainer's schedule, dedicated Fitness Center hours for student-athletes, and athletic programs teams' access to the amenities at the Athletic Fieldhouse, and whether and what revisions are necessary to ensure equitable access to the training facilities and services.

E. Athletic Benefits and Services Assessment

- i. By December 18, 2015, the College will provide OCR with its protocol for ensuring that it provides equivalent athletic benefits and services for male and female student athletes in the components of equipment and supplies; scheduling of games and practice times; travel and per diem allowance, opportunity to receive coaching and academic tutoring; assignment and compensation of coaches and tutors; locker rooms, practice and competitive facilities; medical and training facilities and services; publicity; support services; and recruitment of student athletes. The College will work collaboratively with OCR to revise the protocol, if necessary, to resolve any questions or concerns raised by OCR with respect to equity under Title IX.
- ii. By June 30, 2016 and annually for the duration of the monitoring of this Agreement, the College will provide OCR with its assessment related to the provision of athletic benefits and services for male and female student athletes. The report will include a description of the process followed in each area of the assessment, the results of the assessment, and a description of any plans, including timeframes, to ensure that the College provides equal benefits to male and female student athletes.

**II. Monitoring**

The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the College understands that, during the monitoring of this Agreement, OCR may visit the College, interview College staff, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IX, which was at issue in this case.

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IX, which was at issue in this case.

The College 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 College written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

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Dr. Elñora T. Webb  
President

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09/01/2015  
Date