

**Resolution Agreement  
Lake Superior State University  
OCR Docket #15-16-2226**

Lake Superior State University (the University) submits this voluntary Resolution Agreement (Agreement) to resolve the above-referenced complaint and to ensure compliance with Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, and its implementing regulation, 34 C.F.R. Part 106.

The University recognizes that institutions that sponsor athletic programs must provide equal athletic opportunity for members of both sexes. The University also recognizes that, consistent with the standards set forth in the Policy Interpretation issued December 11, 1979, 44 Fed. Reg. 71,413 *et seq.*, OCR analyzes compliance with this portion of the Title IX regulation by examining, among other factors, the equivalence for men and women of the availability, quality, kinds, and benefits, opportunities and treatment in eleven separate areas of program benefits.

The University understands that nothing in this Agreement requires the University to cut the benefits or opportunities it offers to either sex and that any such cuts are discouraged.

Accordingly, the University agrees to take the following actions:

By March 31, 2018, the University will conduct an objective evaluation of its provision of equal athletic opportunity to men and women in its athletic program. The University's evaluation will include all of the University's intercollegiate sports and teams and will assess the following factors:

**A. Provision of Equipment and Supplies**

- 1) quality of equipment and supplies;
- 2) amount of equipment and supplies;
- 3) suitability of equipment and supplies;
- 4) maintenance and replacement of equipment and supplies; and
- 5) availability of equipment and supplies.

**B. Scheduling of Games and Practice Time**

- 1) number of competitive events per sport;
- 2) number and length of practice opportunities;
- 3) time of day competitive events are scheduled;
- 4) time of day practice opportunities are scheduled; and
- 5) opportunities to engage in available pre-season and post-season competition.

**C. Travel and Per Diem Allowance**

- 1) modes of transportation;
- 2) housing furnished during travel;

- 3) length of stay before and after competitive events;
- 4) per diem allowances; and
- 5) dining arrangements.

**D. Opportunity to Receive Academic Tutoring and Assignment and Compensation of Tutors**

- 1) the availability of tutoring;
- 2) procedures and criteria for obtaining tutorial assistance;
- 3) tutor qualifications;
- 4) training, experience, and other qualifications;
- 5) hourly rate of payment by nature of subjects tutored;
- 6) pupil loads per tutoring season; and
- 7) other terms and conditions of employment.

**E. Opportunity to Receive Coaching and Assignment and Compensation of Coaches**

- 1) the relative availability of full-time coaches;
- 2) the relative availability of part-time and assistant coaches;
- 3) the relative availability of graduate assistants;
- 4) training, experience, and other professional qualifications;
- 5) professional standing;
- 6) rate of compensation (per sport; per season);
- 7) duration of contracts;
- 8) conditions relating to contract renewal;
- 9) nature of coaching duties performed;
- 10) working conditions; and
- 11) other terms and conditions of employment.

**F. Provision of Locker Rooms, Practice and Competitive Facilities**

- 1) quality and availability of the facilities provided for practice and competitive events;
- 2) exclusivity of use of the facilities provided for practice and competitive events;
- 3) availability of locker rooms;
- 4) quality of locker rooms;
- 5) maintenance of practice and competitive facilities; and
- 6) preparation of facilities for practice and competitive events.

**G. Provision of Medical and Training Facilities and Services**

- 1) availability of medical personnel and assistance;
- 2) health, accident and injury insurance coverage;
- 3) availability and quality of weight and training facilities;
- 4) availability and quality of conditioning facilities; and
- 5) availability and qualifications of athletic trainers.

#### **H. Provision of Housing and Dining Facilities and Services**

- 1) housing provided; and
- 2) special services as part of housing arrangements (e.g. laundry facilities, parking space, maid service).

#### **I. Publicity**

- 1) availability and quality of sports information personnel;
- 2) access to other publicity resources for men's and women's programs; and
- 3) quantity and quality of publications and other promotional devices featuring men's and women's programs.

#### **J. Provision of Support Services**

- 1) the amount of administrative assistance provided to men's and women's programs; and
- 2) the amount of secretarial and clerical assistance provided to men's and women's programs.

#### **K. Recruitment of Student Athletes**

- 1) whether coaches or other professional athletic personnel in the programs serving male and female athletes are provided with substantially equal opportunities to recruit;
- 2) 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
- 3) 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 University's evaluation will include consideration of its policies, procedures, and criteria affecting all of these areas of program benefits for each team for the 2016-2017 seasons. If through this evaluation the University determines that any provision of program benefits is not equivalent for members of both sexes and the differences are not the result of nondiscriminatory factors, the University will take responsive action steps to provide equivalent program benefits to its men's and women's athletic teams.

**Reporting Requirements:** By March 31, 2018, the University will provide documentation to OCR to verify that it has completed in the self-evaluation described, including the information assessed, the University's determinations, and, as appropriate, the University's responsive action plan. By March 31, 2019, if applicable, the University will provide documentation to OCR verifying its completion of any action plan and the equivalence of all program benefits for its men's and women's athletic teams.

## **General Requirements**

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with Title IX and its implementing regulation at 34 C.F.R. § 106.41(c), which was at issue in this case.

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 and is in compliance with Title IX and its implementing regulation at 34 C.F.R. § 106.41(c).

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.

\_\_\_\_\_/s/\_\_\_\_\_  
President or designee

\_\_\_\_4-20-17\_\_\_\_\_  
Date