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January 16, 2018

Cindy Gannon  
Senior Associate Athletic Director  
Department of Athletics  
Southeast Missouri State University  
One University Plaza -- MS0200  
Cape Girardeau, MO 63701

Re: Professional Services

Dear Cindy:

Thank you for this opportunity to provide a Title IX review of Southeast Missouri State University. Janet Justus and I enjoyed working with you in the past and look forward to doing so again. Accordingly, please accept this document as the written proposal submitted on behalf of Janet and me in connection with the provision of gender equity services for the Department of Athletics of the University.

This proposal includes the performance of a gender equity audit of the Southeast's intercollegiate athletics program for compliance with the program elements under Title IX. This audit work includes one visit to the University for two successive days of interviews with administrators, coaches and student-athletes and a site review. In addition, it includes the review of materials and questionnaires prior to and after our second visit. Based on the interviews, site review and analysis of the written materials, we will prepare a report on the compliance level of the University with the athletic requirements of Title IX, unless the University would prefer a verbal summary presentation.

As part of this process, we will also conduct a sport sponsorship review to evaluate the University's current sport sponsorship. We will also analyze any possible changes that might be considered given the current financial situation and the corresponding implications and considerations of any such changes in light of the University's obligations under Title IX. In conjunction with this analysis, we will consider the sports sponsored within the conference which are not currently offered by the University.

It should be noted, our Title IX review is conducted in light of NCAA and conference rules, especially those involving the University's sport sponsorship requirements. In the course of that report/presentation, we will identify, where appropriate, areas of concern and recommendations for moving forward.

We will also be prepared to assist the University by providing guidance on the implementation of certain key recommendations that will be set forth in the report. It is anticipated that this fee

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would cover the development of an updated gender equity plan, an assessment of progress against any existing plan, advice on the creation of a survey or comments on any existing survey, and the establishment of parameters to assess the relative interest levels of students in varsity athletics.

Our audit will review the following areas:

**Accommodation of Interests/Abilities Review.** Determine whether men's and women's athletic interests and abilities are being effectively accommodated.

**Athletic Financial Assistance.** Review whether there is a proportional representation of aid between male and female student-athletes and if it is not proportional, determine if there are nondiscriminatory reasons that explain any statistically significant differences.

**Review "Laundry List" of Other Components to Determine Equal Opportunity of Treatment.**

1. **Equipment/Supplies:** Determine equivalence of quality, amount, suitability, maintenance, replacement, and availability of equipment and supplies.
2. **Scheduling of Games and Practice:** Assess the relative equivalence of the number of competitive events per sport; number and length of practice opportunities; the time of day competitive events are scheduled; the time of day practice opportunities are scheduled and opportunities to engage in available pre-season and post-season competition.
3. **Travel and Per Diem:** Review modes of transportation; housing for away competition (i.e., quality); length of stay before and after competitive events; per diem allowances; dining arrangements; travel squads and travel party. Review housing, per diem and dining arrangements during the school break periods and during pre-season opportunities for men's and women's teams.
4. **Tutoring Program:** Determine equivalence of availability of tutors and the availability of academic advisors for respective men's and women's teams.
5. **Assignment and Compensation of Coaches:** Assess the availability of full-time, part-time and graduate assistants, the quality and nature of the coaching, and the compensation of coaches. Because of the time and cost, a comprehensive pay equity assessment that analyzes one coach as compared against other coaches will not be undertaken at this point in time. Generic compensation issues may be identified.
6. **Locker Rooms/Facilities:** Assess the equivalence of quality, availability of facilities provided for practice and competitive events, exclusivity of use of facilities provided for practices and competitive events, availability of locker rooms, quality of locker rooms, maintenance of practice and competitive facilities, and preparation of facilities.

7. **Medical and Training Services:** Compliance will be assessed by reviewing equivalence of the availability of medical personnel and assistance, insurance, availability and quality of weight and training facilities, availability and quality of conditioning facilities, and availability and qualifications of athletic trainers.
8. **Publicity:** Assess the equivalence of availability and quality of sports information personnel, access to other publicity resources, and quantity and quality of publications and other promotional devices.
9. **Support Services:** Determine the equivalence of the amount of administrative assistance provided the respective programs and amount of secretarial and clerical assistance. Factors include travel arrangements, ticket sales, budget preparation, pep bands, cheerleaders, concessions, fund raising, filming and video capacity, home and away.
10. **Recruitment:** Are there financial and other resources available that are "equivalently adequate" to all teams and are there differences in benefits, opportunities and treatment afforded prospective student-athletes that have a "disproportionately limiting effect" upon recruitment on women's programs.
11. **Housing and Dining:** Review the equivalence of housing and certain related special services that may accompany a housing arrangement (e.g., laundry facilities, parking space, maid services, kitchen facilities, size of rooms, the number of athletes assigned to rooms, showers and rest rooms). Review dining programs and facilities including pre- and post-game meals and training tables. Review housing and dining during school breaks.

As you know, Janet and I have been working together on these types of reviews for many years. Both of us have been directly involved in the provision of Title IX advice on a national level to colleges and universities since the 1990's. Janet was at the forefront of these efforts during her 15 year tenure with the NCAA and since then in her work with me in a law firm setting. Janet was responsible for the preparation of the NCAA's first comprehensive guide to Title IX known as the NCAA Gender Equity Manual and more recently I co-authored the current version of this helpful guide. Together we have assisted numerous universities in identifying and addressing the wide range of issues that arise under Title IX. We work closely with the Athletic Department, the General Counsel's office and other members of senior management to enable universities to move toward compliance in this area of the law. We attempt to do so in a practical, realistic and candid manner.

At the completion of our audit, we will return to Southeast campus to present the findings to the President and to other members of senior management whom the President or you feel should understand these issues.

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Because of our relationship with Southeast, our fee for these services will be the same as the one we charged in 2013 for the Gender Equity Audit and Report, which was \$15,000 and travel related costs.

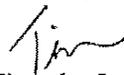
If the University would like additional advice and assistance on implementation of recommendations and gender equity plan, we are prepared to do that work for \$8,000, the same as we proposed in 2013. However, the University did not contract to these additional services at that time. As indicated above, our invoice for these services will include expenses for transportation, hotel and meals while traveling for the two of us. We are also completely open to expanding the number of visits to the campus based on Southeast's needs and desires and for training and guidance on these and related subjects for an expanded fixed fee amount.

For any follow-up or additional work that we perform in excess of the proposed fixed fee services set forth above, we will bill the University at an hourly rate of \$300.00 per hour for the time incurred, unless we have agreed in writing to a specific fixed fee for that additional work. We will inform you when the services under the fixed fee arrangements described above have been completed and when the hourly based arrangement would start so that you are on notice when an hourly based engagement might begin. We normally bill for all time spent on telephone calls and in performing the requested additional services. The amount set forth in any statement for services and expenses is due within thirty days after the statement is mailed. If you have any questions about these terms or any statement for services, please call me promptly to discuss them.

The University has the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving written notice if the University fails to cooperate with us or to pay our bills when due or if we determine that continuing to represent the University would be unethical, impractical or improper. If our relationship is terminated by either of us, the University will remain obligated to pay us in full for our past services and for costs and expenses incurred through the date of the termination in accordance with the terms of this letter.

Please review this letter carefully, and raise and discuss with either one of us any questions you may have. Janet and I thank you for the opportunity to submit this proposal.

Sincerely,



Timothy J. O'Brien

cc: Janet Justus, Esq.