

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SOPHIA BALOW, et al.,

Plaintiffs,

Hon. Hala Y. Jarbou

v.

Case No. 1:21-cv-0044

MICHIGAN STATE UNIVERSITY, et al.,

Defendants.

Terms of Settlement Agreement

1. The term of the settlement agreement runs from the date the parties enter into the agreement until the conclusion of the 2029-2030 academic year.
2. Starting in the 2021-2022 academic year, if the participation gap at MSU is higher than twenty-eight women for two consecutive academic years, as determined by June 30, MSU will implement a roster management plan that adds a women's varsity team or, if starting in the 2022-2023 academic year the participation gap at MSU is higher than sixteen women for one academic year, as determined by June 30, MSU will implement a roster management plan that either: (a) adds a women's varsity team or (b) calls for roster size management for certain men's and women's teams as determined by MSU, primarily through natural attrition (*i.e.*, not filling roster spots vacated by graduating seniors or transferring students), to minimize the impact on current student-athletes. Thus, this Agreement does not require cutting individual student-athletes on current teams.
3. MSU will limit the size of the Women's Rowing Team to eighty-five women in any given year to be reached through natural attrition within five academic years.
4. MSU will not cut a women's team.

5. The parties will jointly select a qualified person to serve as a Gender Equity Review Director (GERD). The GERD will conduct an annual review, based on data from June 30 to June 30 each year, to determine whether MSU has properly counted “participants,” as defined in Title IX and 44 Fed. Reg. 71415. To facilitate this review, MSU will provide the GERD with the following: (a) squad lists, (b) seasons of competition, and (c) CARA data.
6. The GERD will complete a full gender equity review of MSU’s athletic programs by September 1, 2023. The gender equity review will address all areas of treatment and benefits and athletic financial aid and shall not review or address athletic participation opportunities, other than the review described in paragraph 5, above.
7. The GERD will have direct access to all coaches for one-on-one meetings.
8. The GERD will meet separately with the Student Athletic Advisory Committee representatives from the men’s teams and women’s teams (without MSU staff present).
9. MSU athletic administration will meet separately with the Student Athletic Advisory Committee representatives from the men’s teams and women’s teams at least four times a year to discuss issues of equity in the athletic programs.
10. MSU will work with the GERD to create a Gender Equity Plan (GEP) to address all issues of inequity identified by the gender equity review. The GEP will bring MSU into full Title IX compliance by the end of the 2026-2027 academic year, subject to extensions of time as deemed reasonable by the GERD.
11. The GERD will produce an annual report regarding MSU’s progress in complying with the GEP and with this agreement. A copy of this report shall be provided to MSU’s counsel and Plaintiffs’ counsel.
12. The gender equity review and plan will be posted on MSU’s main and athletics websites for public access.
13. MSU will, no later than July 30, publicly post on its athletics website its Title IX participation counts for each given year.
14. MSU will provide to Plaintiffs’ counsel each year Title IX participation counts with a breakdown by teams.

15. MSU will pay \$10,000.00 to each of the eleven named Plaintiffs as incidental damages.
16. MSU will pay attorneys' fees and expenses in the amount of \$640,000.00.
17. As it concerns the participation gap provisions of this agreement, should MSU's participation gap be in breach of these provisions as a result of causes beyond the control of MSU, and not due to its fault or neglect, including but not limited to (a) war on United States soil or a war the United States is fighting and the draft is reinstated, (b) government law or regulation specifically addressing Title IX participation opportunity requirements for varsity college athletics that is retroactive in effect, (c) apocalyptic level natural disaster, and (d) pandemic, epidemic, or plague materially effecting the ability of individual to engage in normal daily activities on a systemic level, MSU's compliance requirement herein to add a varsity team shall not be triggered or required.
18. This agreement shall be subject to dismissal of all claims with prejudice, no admission of liability, and shall include a release of all past, present claims, known and unknown, as of the date of the agreement.