Margot Polivy, Legal Costs, and the Demise of the Association for Intercollegiate Athletics for Women

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In the United States, women's participation in athletics, especially at college level, increased dramatically in the quarter century since the passage of Title IX of the Education Amendments of 1972. Despite the increased opportunity for participation, there was a significant decline of women as decision makers for women's sports. The event that highlighted this decline was the 1982 folding of the Association for Intercollegiate Athletics for Women (AIAW), an organization that controlled women's intercollegiate athletics for more than a decade. Previous research of the AIAW has been almost exclusively complimentary and attributed its demise mainly to an external force, the National Collegiate Athletic Association (NCAA) men's "takeover" of women's athletics. This research provides an alternative view as it focuses on internal politics and policies as reasons for the AIAW's downfall. It suggests that the controversial role of AIAW legal counsel Margot Polivy and the highly disproportionate legal expenses resulting from her service greatly contributed to the demise of the women's athletic organization.

The AIAW was established in 1971 by female physical education and sport leaders of the Division for Girls and Women's Sports (DGWS) of the American Association for Health, Physical Education, and Recreation (AAHPER). Equipped with a professional staff, the AIAW became the first governing body for women's intercollegiate athletics at the national level with institutional memberships. It assumed its official operation in June 1972, with 278 charter member institutions from nine structural regions nationwide. Three weeks later, the Congress passed Title IX of the Education Amendments, the federal legislation prohibiting sex discrimination in

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all educational activities, including intercollegiate athletics. It seemed logical that the passage of Title IX would favor the growth of the AIAW, an organization created to promote and regulate intercollegiate competition for women.

The AIAW was sued in a sex discrimination case in January 1973, only seven months after its official operation. Known as Kellmeyer, et al. vs. NEA, et al., the lawsuit charged that the anti-athletic scholarship policy of the AIAW discriminated against women student-athletes who were recipients of scholarships based on their athletic talent. That same month, the National Collegiate Athletic Association (NCAA), at its annual convention, revised the organization's decades-long "male only" tradition to permit females to compete in NCAA championships. Both the Kellmeyer lawsuit and the NCAA's "coed" policy posed a great threat to the stability of the newly formed AIAW and women's power and control over intercollegiate athletics for women. Although the AIAW avoided an inevitable defeat in court by reluctantly changing its policy to allow the awarding of athletic scholarships, the threat from the NCAA's "takeover" of women's intercollegiate athletics remained. Consequently, the AIAW needed a lawyer to protect itself from future legal challenges and the women's "separate sphere" from the men's invasion. In spring 1974, the AIAW acquired Margot Polivy of the Washington law firm Renouf, McKenna and Polivy as its legal counsel. "All of a sudden like a savior coming in on a white horse," recalled Joanna Davenport, former President of the National Association for Girls and Women in Sport (NAGWS), "Margot Polivy . . . came at the right time for an organization that had never in a thousand years thought they'll be sued." The deal turned out to be the beginning of a monogamous yet rugged relationship between the AIAW and the lawyer. The financial costs of the legal service and Polivy's role in the AIAW leadership soon became major issues with the women's organization.

Early Challenges to Polivy's Power in the AIAW

Margot Polivy had a smooth entry into the AIAW. After seven months' service on an hourly rate basis, the AIAW and Polivy's law firm reached a retainer agreement for the fiscal year of 1975-76 in December 1974. While Polivy's service provided the AIAW a certain degree of legal security, an immediate negative impact of the contract was its financial implication. In 1974-75, the AIAW spent $26,087 for the legal services provided by Polivy, nearly 25% of the organization's total income of $105,569. Surprisingly, the extraordinary spending on Polivy's service met little resistance from the AIAW members except for the protest from Linda Estes of the University of New Mexico. The situation soon changed. In June 1975, Laurie Mabry of Illinois State University became AIAW President. Shortly afterward, an AIAW Executive Board subcommittee was formed to identify problem areas regarding the legal counsel for the Association. In early
October, the subcommittee presented a report to the Executive Committee. Among various problems identified, it indicated that the AIAW had been using only one legal counselor and was dependent on Polivy’s opinion on “all matters.” Consequently, Polivy had been acting beyond her role as the legal counsel but unable to complete all requested work. The report recommended that other legal advice be sought to best meet the needs of the AIAW and that attorneys understand their roles to be “advisory.”

Upon receipt of the report, AIAW President Mabry solicited responses from the AIAW Executive Committee. She stressed the significance of the subcommittee report in terms of “future operation of the Association:"

I realize that Margot has interest in our association and our causes beyond mere service, which is good. However, I also believe, in this interest and in light of her own self-confidence in her own ability to see the only right way in all instances, she does attempt to force points well beyond her role as legal counsel.

Mabry specifically pointed out that AIAW Executive Secretary Kay Hutchcraft’s sole dependence on Polivy in many instances was interfering with the Association’s normal decision-making process. This dependence and, subsequently, AIAW’s weak bargaining position with Polivy had also imposed a threat to the Association’s financial well-being. The women leaders’ lack of legal knowledge and dependence on Polivy resulted in a retainer agreement that would not cover either court action or work with governmental agencies. Mabry was apparently not happy with the administrative and financial relationship between the AIAW and Polivy. “Legal counsel should be advisory in nature - rather than an individual that most singly [sic] are frightened to differ with,” wrote Mabry. As far as legal costs were concerned, “[we should] put the liability on the legal firm rather than the association.” The AIAW President was determined to reduce the lawyer’s power (if not a complete release of her service) when she pleaded for support from the Executive Committee. Responses to Mabry’s request, however, reflected the conflict within the AIAW leadership over the employment of Margot Polivy.

Within days of Mabry’s request, Charlotte West of Southern Illinois University, then AIAW Commissioner of Four-year National Championships, shared her opinion with Mabry. “I think that AIAW should explore the possibilities of utilizing more than one lawyer,” West wrote, “[because] ‘two heads are better than one.’” West’s major argument was that the AIAW should maintain a clear employer-employee relationship with the lawyer and retain Polivy “in areas that we define.” To West, Polivy was clearly not the boss but a legal expert paid to serve the organization. Such an assumption obviously was not shared by all AIAW leaders.

A different response than West’s came from Leotus Morrison, AIAW Past President who brought Polivy into the Association in 1974. Instead of addressing the issue of AIAW’s relationship with Polivy, Morrison asserted...
that the real problems lay within the AIAW leadership itself: “The elected leaders of AIAW are frightened by a different style of leadership.” This indicated that Polivy was a leader rather than a paid lawyer of the AIAW.20

The AIAW Executive Board, according to Morrison, sounded more like a company of political hypocrites who cared more about their personal interests than equal opportunities of intercollegiate athletics for women. Morrison depicted this vividly:

Board members expect more from others than from themselves. They want others to meet deadlines but do not themselves; they expect others to refrain from personal situation observations and/or biases but set no positive example in their own behavior; they solicit agreeing opinions; they desire input to all decisions but are wary of making unpopular decisions.21

Morrison may have felt the pressure of being accused of bringing Polivy into the AIAW and for allowing Polivy to define AIAW policy. Thus, instead of addressing the issues, Morrison took the opportunity to defend herself by attacking the entire AIAW Executive Board.

If Morrison’s stance on the issue had not discouraged AIAW leadership’s attempt to restrain or get rid of Polivy, it certainly encouraged Polivy to defend her position in the Association. In a letter to Kay Hutchcraft, AIAW Executive Secretary, Polivy indicated that the present arrangement between her firm and the AIAW was “financially inequitable” and demanded a retainer fee raise to $60,000 in 1976-77, a 233% increase from the $18,000 in 1975-76.22 While Polivy may have favored working for the AIAW because of her philosophical beliefs, her dealing with the women’s organization showed that, for her, political persuasions should not limit her financial reward. “I believe we will be better off,” concluded Polivy, “if this matter can be resolved and we can all get on with effectuating the purposes of AIAW and meeting the not insignificant challenges ahead together.”23 To Polivy, one of these challenges was to maintain her own position as legal counsel in the AIAW.

Mabry Attempts to Tame Polivy

In November 1975, Nettie Morrison, AIAW Region 8 president and a member of the AIAW Executive Board, wrote Laurie Mabry regarding AIAW legal counsel. Morrison stressed her concern for the quality and quantity of AIAW services provided to member institutions. “[U]ntil such time as the necessary services to members can be improved to a more satisfactory level,” insisted Morrison, “I find it difficult to approve of continuing our current agreement with Renouf, McKenna and Polivy without considerable modifications.”24 Morrison’s concern was also shared by Catherine Green, AIAW Region 9 representative from the University of Washington. “[S]omething must be done in this next contract [with the
legal counsel],” Green stated, “particularly in light of our tight budget situation and pressing demands in other areas.”25 The tight budget and the discontent of AIAW regional representatives became the impetus for a direct confrontation between Mabry and Polivy.

In December 1975, Mabry sent a letter to Polivy addressing mainly two issues: the AIAW’s relations with the legal counsel and its limited funds for continued legal services. Mabry’s concern for the funds seemed well founded. By October 1975, only five months into the fiscal year of 1975-76, the AIAW legal expenditure had exceeded its budget.26 While Polivy demanded a 127% retainer fee increase for the remaining five months of 1975-76,27 Mabry maintained that the AIAW would either continue to honor the original agreement or consider a flat rate basis affordable by the Association. She made it clear to Polivy:

To be honest with you, I will be indicating to the executive committee that I believe that the Association . . . should explore and study many possibilities. This recommendation is not to suggest that you and your firm should not be utilized for services, but to encourage the Association to be more informed and less dependent on any single counsel or firm.28

Although the monetary expense for legal services was a crucial issue facing the AIAW, Mabry was more concerned with the soundness of AIAW’s decision-making process under the heavy influence of Margot Polivy.29 A key point made in Mabry’s suggestions to Polivy revealed an intriguing aspect of the AIAW leadership. “[T]he President has the right, even responsibility,” Mabry declared, “to involve a larger group when she has the time and feels the consensus of opinion of any smaller group is not representing what she believes the total board may feel or the best interest of the Association membership.”30 According to Mabry, she often found herself in the minority when the three Presidents and Executive Secretary met on the issues involving the legal counsel during her presidency. Ultimately, Mabry would call for the meeting of a larger group, usually the Executive Board, and get the support of the majority.31

**Polivy Counters Mabry’s Charges**

Polivy responded to Mabry with her side of the argument. Instead of addressing the specific issues raised in Mabry’s letter, Polivy built her defense on the “philosophical area” of the AIAW and her role as the Association’s “general counsel.” “[If we cannot ultimately come to agreement on basic principles,” contended Polivy, “then we will not, no matter how hard we try, be able to come to agreement on the specific problems either.”32

The “basic principles,” according to Polivy, were the “mutual understanding” reached on Polivy’s role in the AIAW at the time she was re-
tained. It later became clear that the hiring of Polivy was without the approval of either the AIAW Executive Committee or the Board, including Mabry. Polivy pointed out that the AIAW suffered from the practice of deriving its policies and directions from its elected officers, especially with the radical annual change of its presidents, and called the AIAW "hardly a hoary institution like NCAA with a traditional and mutually comfortable working relationship with its general counsel."³³

The major point of Polivy's letter, however, seemed to be educating the AIAW President about the meaning of "general counsel." Unlike a lawyer hired to resolve a particular problem, argued Polivy, the general counsel "is an integral part of the management team, . . . [who] brings legal knowledge and perspective to bear on a continuing basis on all the business of the client."³⁴ Although Mabry never mentioned the concept of "general counsel" in her letter, Polivy was apparently upset with Mabry's suggestion that the AIAW should use other legal services. "Having more than one general counsel," Polivy wrote, "is about as workable as having two independent Presidents or two Executive Directors serving at the same time."³⁵ Sticking to her perception of the retainer agreement and her role as AIAW's "general counsel," Polivy offered her answer to Mabry's questions:

All the problems of money and of personality in the world are susceptible to resolution, but if we cannot even agree that AIAW needs a general counsel there seems no point in trying to solve them . . . . AIAW cannot have a new general counsel every time it elects officers or it might as well have none; wisdom comes only with understanding and understanding comes only with time and knowledge about AIAW as well as the law.³⁶

The fact that Polivy did not officially become the "general counsel" of the AIAW until 1980 did not add to her credibility.³⁷ Regardless of Polivy's argument, it is doubtful that the AIAW could have survived until 1982 without a legal counsel. But likely it could have survived without the service of Polivy. However, the AIAW leadership as a unity never seriously attempted to find a legal service that could meet the organization's legal and financial needs. By mid-1976, the AIAW had begun to pursue "winning-at-all-cost" in the court of law and put its fate in the hands of Margot Polivy.

Legal Service - the Number One Priority of the AIAW

Polivy's service was the most costly item in AIAW's expenditure throughout her tenure with the Association, second only to the payroll of its entire national office staff. From 1974 to 1982, the AIAW annually spent between 12.7% to 41.7% of its total income on the service of legal counsel, averaging 21.5%.³⁸ In comparison, the AIAW national championships—
one of the main purposes for which the Association was created and existed—had only an eight percent share of the same resource\(^3\) (See Table 1).

It is doubtful that the AIAW leaders intentionally prioritized the need for legal service over expenditures on national championships. Their lack of knowledge in finance and legal matters, however, were probably responsible for the AIAW’s highly disproportionate distribution of its limited financial resources. Polivy was prophetic when she wrote, “finances appear to be a subject about which women in athletics know dangerously little.”\(^4\) The AIAW leaders knew little about finance, and history proved that it was indeed dangerous.

With a budget of $18,800 for legal services, AIAW President Leotus Morrison and Program Coordinator Kay Hutchcraft contracted the service of Margot Polivy for $18,000, leaving only $800 for any additional costs. Accordingly, the $18,000 retainer fee would cover only those services categorized as “general legal advice and counsel.” The major, yet unpredictable, expense was imbedded in three conditions outlined in the agreement. It spelled out clearly that the $18,000 retainer fee would not compensate for any legal services requiring the lawyers to be absent from their offices for four hours or more in any one day, and that it would cover neither legal services performed in connection with any governmental agencies nor judicial proceedings. Instead, an hourly rate of $50 would be charged to the AIAW for these services. By the end of its first contract with Polivy’s firm in 1975-76, the AIAW amassed a total of $43,647 on legal services, spending

Table 1  A Comparison of AIAW Expenses on Legal Services and Championships

<table>
<thead>
<tr>
<th>Year</th>
<th>Champ expense</th>
<th>Legal expense</th>
<th>Total AIAW income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1974-75</td>
<td>$7,501.62</td>
<td>$26,087.22</td>
<td>$105,569.00</td>
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<tr>
<td>1975-76</td>
<td>$14,943.80</td>
<td>$43,647.05</td>
<td>$182,925.59</td>
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<td>1976-77</td>
<td>$27,068.88</td>
<td>$57,120.81</td>
<td>$339,626.10</td>
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<td>1977-78</td>
<td>$24,599.93</td>
<td>$75,414.78</td>
<td>$386,189.09</td>
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<td>1978-79</td>
<td>$39,844.84</td>
<td>$75,000.00</td>
<td>$590,834.71</td>
</tr>
<tr>
<td>1979-80*</td>
<td>$64,091.42</td>
<td>$123,932.64</td>
<td>$830,618.07</td>
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<tr>
<td>1980-81</td>
<td>$73,203.53</td>
<td>$161,107.68</td>
<td>$824,112.05</td>
</tr>
<tr>
<td>1981-82</td>
<td>$64,182.85</td>
<td>$285,114.24**</td>
<td>**684,245.84</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$315,436.87</td>
<td><strong>847,424.42</strong></td>
<td>3,944,120.45</td>
</tr>
</tbody>
</table>

\(^*\)13 months from 1 June 1979 to 30 June 1980.

\(^{**}\)Information incomplete in AIAW Papers.

\(^{***}\)The extremely high percentage of legal expense was apparently the combined result of reduced AIAW income, reduced championship expense, and added expense on AIAW v. NCAA antitrust lawsuit.
132% over its original budget of $18,800. In comparison, the expense on AIAW national championships was only $14,944, barely over one third of the amount paid for the legal service.41

The huge legal cost was hurting the quality of AIAW’s service to its membership. Yet one may find it hard to comprehend that what was damaging the AIAW was also handicapping Polivy’s law firm. Despite a 205% increase in the retainer fee for 1976-77, a jump from $18,000 to $55,000, the new retainer agreement was, according to Polivy, by no means profitable to the law firm. “It is anticipated that the retainer fee will fall significantly short of [the firm’s] hourly rate for the same services,” stated the retainer agreement. The law firm, nevertheless, “has agreed to the present arrangement in order to forward the aims of AIAW and because [it] understands that AIAW’s present financial situation precludes any other arrangement.”42

The AIAW’s financial situation was not a sound one. By the end of the 1975-76 year, the Association had spent $48,143 over its total annual income of $182,926, incurring a 26% deficit. The extra legal cost contributed to over half of the deficit.43 It could be anticipated that after the Title IX regulations became effective in July 1975, AIAW’s programs as well as its need for legal services would grow drastically. For legal services, the growth not only materialized but was financed as well. For AIAW programs, the growth was less visible. The AIAW championships actually suffered a setback in the year of 1977-78. While Polivy provided the AIAW with a legal service that cost a total of $75,415, 19.5% of AIAW’s total income of $386,189 and a 32% increase from $57,121 in 1976-77, the expense for the AIAW national championships was only $24,600, a 10% decrease from the $27,069 in 1976-77.44

In spring 1976 at the AIAW Executive Board meeting, an attempt to get rid of Polivy as AIAW legal counsel failed.45 The Board also nullified a proposed “management audit” that could have served as a safeguard for the Association’s financial situation. Ironically, it was noted that “the Association could not financially afford such an audit.”46 After the 1976 Board meeting, the challenge to Polivy’s role in the AIAW as well as the highly disproportionate legal expense switched from AIAW leadership to membership.

Linda Estes and the “Anti-Polivy Campaign”

In September 1978, Region 7 of the AIAW unanimously passed a resolution concerning the issue of the AIAW legal counsel. It read:

Be it resolved that AIAW relieve itself of the services provided by Renouf, Polivy, and McKenna and that AIAW secure its legal services from a firm which will serve in a legal advisory capacity and speak for AIAW only when authorized to do so by the Executive Board of AIAW.47
The contentions of Region 7 included the following: the justification for paying 16% of AIAW’s budget to Margot Polivy, and Polivy’s professional behavior and appearance while representing the AIAW at various official functions. One incident, in specific, was Polivy’s presence at the Ethics and Eligibility meeting at the Delegate Assembly in January 1978 “under the influence of alcohol.” The resolution, however, was defeated at the AIAW Executive Board meeting a month later. In addition, the Board determined that “the contentions of Region 7 were found to be without substance.” Shortly afterward, Linda Estes, President-elect of Region 7, sent a memo to the AIAW Presidents challenging the decision of the Board and the justification for the AIAW to pay 16% of its budget for legal service and the quality of Polivy’s work.

The AIAW Presidents replied to Estes’ request two weeks later. “Whereas the AIAW Executive Board would prefer not to spend so much of the budget for legal counsel [emphasis added],” they wrote, “the members of the Board realize that it was a necessity to do so.” One justification for the spending was apparently drawn by the Presidents when they pointed out erroneously that the NCAA had “spent over a million dollars in one year for legal services.” Indicating AIAW’s intense involvement in legal matters, the Presidents stated that the AIAW not being taken to court was “partial evidence of the exceptional service” of Polivy and her law firm. Possibly the most convincing argument presented by the Presidents was that the law firm only charged the AIAW with a reduced rate. According to the recollection of Polivy, her firm had, throughout the years, charged the AIAW for approximately 30% of services provided. The actual income from the AIAW, recalled Polivy, accounted for about 10% of the firm’s annual revenue.

To the dismay of the AIAW Presidents, Estes continued her lobby against Polivy’s service by sending a letter to the AIAW voting representatives along with a copy of the retainer agreement between the AIAW and the law firm. The distribution of the retainer agreement apparently angered the AIAW leaders, and Estes was questioned for the ethics of her lobbying effort. Although AIAW contracts are made available to any member with a legitimate interest,” stated Bonnie Slatton, the Acting Executive Director of the AIAW, “it is totally inappropriate and unethical to distribute them in a wholesale manner.” Slatton’s letter only made Estes feel that her action was justified. “I think it is amazing how upset you people are over the membership having a document which they have every right to have,” Estes wrote Slatton, “since they are paying the bills, including your salary!” Challenging Slatton’s definition of “legitimate interest” and who should decide what was “legitimate,” Estes continued:

The fact is that the membership has a right to that information and if you consider it ‘totally inappropriate’ and ‘unethical’ to distribute such information to them, then our national office is even worse off
than I originally suspected. I think there was a guy by the name of Richard Nixon who felt the same way about the public’s right to know.58

In this internal conflict of the AIAW, the central figure was Margot Polivy, and she was not to remain silent.

**Polivy Defeats “Estes and Company”**

In late November, Polivy contacted Bonnie Slatton and unveiled her side of the story and strong personal feelings regarding the issue. Addressing the campaign against her led by Linda Estes and others, Polivy expressed her “shock” that the relationship between the AIAW and her firm had become “the subject of common gossip.” However, she quickly pointed out that “while we find this entire spectacle . . . personally distasteful, the real damage is being borne by AIAW as an organization.”59 According to Polivy, the “Estes campaign” had become so detrimental to the AIAW that “the current perception at HEW [U.S. Department of Health, Education, and Welfare] with respect to the implementation of Title IX is that the women in AIAW are deeply divided.” On the direct impact of the “Estes campaign,” Polivy argued:

> [T]he shrill nature of the charges, apparently designed to appeal to every possible prejudice and ignorance, will inevitably make those who do not subscribe to Linda’s views self conscious about seeking advice from which they previously benefited without hesitation . . . . If this kind of indirect “fall-out” is not affirmatively resisted, the effects of the vendetta launched by Linda Estes and Company will, I believe, be organizationally suicidal.60

The seriousness of the matter, as Polivy believed, lay in the fact that it was more than a personal issue. “Without doubt,” Polivy pointed out, “the underlying motivations [of Estes’ campaign] represent a political and ideological disagreement as to: whether AIAW should remain a separate organization dedicated to furthering women’s intercollegiate athletic programs or be subjugated or replaced by an existing men’s organization.”61

Yet, Polivy also knew that as a practical matter, money was indispensable to her and her firm, and she would not let the attack on them pass away easily. “[W]e are all of us sick and tired of being accused of dishonorable motivations,” Polivy wrote. “In the four years that we have represented AIAW, we have been paid for only 50% of the time devoted to AIAW.” The poor economic situation of the women’s organization was apparently no secret to Polivy. “AIAW has not been a financially desirable client and the time and effort devoted to AIAW have had a substantial and deleterious effect upon the firm’s economic health.”62 Yet the law firm continued its service to the AIAW. According to Polivy: “We have, within limits, been willing to absorb this nondeductible loss because we believe both that
women's sport is pivotal to women's efforts for equality and that non-exploitative governance of intercollegiate athletics can be effective and viable."63 She made it clear, however, that only money, not ideology, could compensate any financial loss. "Nevertheless," Polivy continued, "as AIAW's resources grow, we believe that the percentage of loss that this firm suffers should diminish."64

While Estes and her supporters thought it outrageous for the AIAW to pay Polivy's firm such a large amount of money for legal service, the contested lawyer saw it quite differently. "I find it somewhat ironic that such a great hoopla is being made over the 14% of AIAW's budget allocated to legal services,"65 Polivy stated. If the NCAA was by no means a desirable model for the women's athletics, the men's organization, in Polivy's opinion, surely had some merit for the women to look up to. "The $1 million recently paid by the NCAA [for legal services] represents about 20% of that organization's budget—a disparity which becomes enormous," argued Polivy. The fact that the NCAA used less than 4% of its income on legal expenses did not add to Polivy's credibility.66

Finally, Polivy responded to Estes' charges of drunkenness when representing the AIAW during an Executive Board meeting. "We have no intention of permitting either our personal or our professional reputations to become the object of cheap shots and misplaced apologies," Polivy wrote. "[I]f the pernicious effects of the Estes campaign are to be eradicated, the retraction must be at least as public as the accusations."67

The AIAW Executive Board did not satisfy Polivy's demand to openly punish Estes' campaign. It did, however, squelch the petition. By simply using a parliamentary procedure—"objection to consideration," the AIAW leaders successfully muffled the dissenting voice of Region 7.68 Placed at the bottom of the agenda, the petition against the service of Polivy's law firm was never voted on after time expired for the scheduled AIAW Delegate Assembly.69 Three weeks later, Arlene Gorton, Associate Athletic Director at Brown University, challenged the AIAW leadership's "manipulative procedure" used in muffling the "Estes petition." She wrote: "I am most upset that, for the first time at any Delegate Assembly, we refused a delegate the opportunity to be heard . . . . [T]he motion, made in the closing seconds of the meeting, was a very dangerous and disappointing precedent to establish. I am truly SHOCKED that we, as a Delegate Assembly, would deny freedom of speech to any member, regardless of how odious her point of view." The supposed democratically run women's organization was testing that democracy with Estes and Region 7.70

The "Estes petition" was the first and last major membership protest against AIAW leadership's decision on legal services. Its failure probably symbolized the strengthened position of Polivy as a leader rather than an advisor to the Association. The AIAW leaders' devotion to the membership service was only secondary to their commitment to the legal security through Polivy's service and to their own power and control of college women's athletics.
From Court Defeat to the Demise of the AIAW

The year 1979-80 saw another dramatic increase in AIAW’s legal expense. The retainer fee for Polivy’s firm rose from $75,000 to $100,000, a 33.3% jump from the previous year, plus “18% of all monies which become payable to AIAW during the retainer year in excess of six hundred seven thousand dollars.”71 The clause may not have been an unusual arrangement, considering the changed philosophical commitment of the organization. By 1979, the AIAW had endorsed the commercialization of women’s intercollegiate athletics and reduced its commitment to the “educational model.” Its revenues from sponsorship were becoming a reality. Foreseeing the ever growing legal needs, the AIAW in 1980 established a legal fund of $10,000 in addition to the $130,000 budget for Polivy’s service in 1980-81. By the end of the fiscal year, however, the Association found itself paying Polivy more than $160,000, nearly 20% of the organization’s total income. In contrast, the AIAW spent only $73,203 for its national championships.72

AIAW’s previous legal expenses became almost insignificant compared to what the Association actually paid to Polivy’s firm in 1981-82. With increased retainer fee and a lawsuit against the NCAA, the AIAW paid Polivy’s firm at least $285,000, nearly 42% of AIAW’s income, while the expense on AIAW national championships was only $64,182.73 According to Polivy, the law firm provided a total of 4,746 hours service to the AIAW during 1981-82.74 One could question whether this information was trustworthy. The 4,746-hour service can be translated into a year’s labor of 52 weeks, with an average of 18.25 hours per day’s work without holidays. That is equivalent to more than two full-time employees’ work for 12 months without vacation time.75 In the month of April 1982, the firm spent a total of 621.25 hours working for the AIAW. This meant that Polivy, very likely with the help of some other lawyer(s), devoted an average of 28.24 hours per day working for the AIAW for each and every 22 weekdays of the month.76 Also according to Polivy’s tabulation, the monthly $11,000 retainer fee in December 1981 was paid for only 15 hours service, making the hourly rate $733.33, a new high.77

In the eight years Margot Polivy served as AIAW’s legal counsel, the legal needs remained the number one priority of the Association, leaving the AIAW national championships, the main service to the membership, in a distant second place.78 The AIAW exhausted itself in the political and legal battles against the NCAA in both direct confrontations and through disputes over the Title IX regulations. As former AIAW President Christine Grant recollected, “90 percent of our energies went on those two causes and that only left 10 percent of the energies to do the things that should have been our primary considerations.”79 There may be a slight exaggeration in Grant’s statement. But it was symbolically close to the truth. The
AIAW leaders' devotion to their political goals and a less commitment to the quality service to the membership led to the division of the AIAW.

In 1979, the Council of Collegiate Women Athletic Administrators (CCWAA) was formed to lead women into the NCAA structure. Testifying for the NCAA on the AIAW v. NCAA lawsuit, Judith Holland, former AIAW President and also a member of the CCWAA, indicated that a substantial number of institutions were dissatisfied with the AIAW as a governance organization. "Echoing" what Christine Grant stated eleven years later, but likely with a different perception, Holland wrote: "AIAW does not devote its financial and other resources to national championships. This lack of attention directly and adversely affects women student-athletes." It is not surprising that many colleges left the AIAW to join the NCAA after the 1981 NCAA Convention decided to fully fund women's championships.

The impact of the NCAA's entry into women's athletics on the AIAW was immediate and substantial. Before the end of 1981, the AIAW had lost substantial member institutions and membership dues, nearly 50% championship participants, television revenues, and commercial sponsors. On June 30, 1982, the AIAW officially ceased business, except for channeling all of its energies and resources into the antitrust lawsuit against the NCAA. Eight months later, the AIAW lawsuit was defeated at the U.S. District Court. Finally in May 1984, a U.S. circuit court rejected the AIAW’s appeal, thus closing the final chapter of the legal dispute between the AIAW and the NCAA as well as ending the decade-long existence of the AIAW.

The failed lawsuit against the NCAA left the non-functional AIAW with a debt of over $445,000 to Polivy's law firm. An interesting turn of events, however, would help to alleviate AIAW's debt. Nearly two years after the court rejected the AIAW's appeal, Margot Polivy prevailed in a $400,000 out-of-court settlement with NBC television network. In late 1981, NBC had declined to honor the AIAW/NBC television rights contract due to AIAW's inability "to provide Division I Championships of a character which formed the basis of the NBC agreement with the AIAW." The money was immediately used to pay AIAW's debt owed to Polivy's firm. The event was not known to most of the former AIAW members or to the general public. The disposition of the "NBC income," however, did cause serious controversy.

In June 1987, Joan Hult, AIAW archivist and former Chair of the AIAW Ethics and Eligibility Committee, discovered that a staff "Severance Pay Plan" had been approved by the AIAW Executive Committee. Stage 2 of the plan stated that it would be "implemented within 30 days of receipt of an NBC payment or a court settlement in the AIAW vs. NCAA action." Aware that no such payment had been made to AIAW staff, Hult wrote to the AIAW Executive Committee and urged that "this oversight be corrected without further delay." In August 1987, Merrily Baker, AIAW President of 1982-83, responded to Hult on behalf of the Executive Committee.
Disputing Hult’s interpretation of the “Severance Pay Plan,” Baker maintained that neither of the two conditions—an NBC payment or a court settlement favoring the AIAW—ever occurred as defined in the “Severance Pay Plan,” implying that the out-of-court settlement money was not NBC payment for its contract with the AIAW. She explained, in part:

When an out-of-court settlement with NBC was reached in March 1986, the Executive Committee met, via telephone conference, and agreed that our first obligation was to satisfy the Association’s outstanding debts; the NBC settlement money was utilized to do so. The amount of the settlement was not sufficient to cover all of those debts, but on behalf of the Association we were able to satisfy at least a portion of the debt.86

The telephone conference was without the involvement of another AIAW Executive Committee—Ann Uhlir, the Executive Director of the AIAW.87 In April 1988, Ann Uhlir wrote to Baker disagreeing with the Executive Committee’s decision to use the “entire settlement of the NBC obligation” for the reimbursement of the AIAW legal counsel. “Despite the obligations to Renouf and Polivy incurred after the close of AIAW,” Uhlir argued, “staff severance benefits preceded those subsequent legal activities.” She urged Baker to take necessary corrective action to see that the AIAW staff was compensated in accordance with the Severance Pay Plan without further delay.88

Despite the challenge from Joan Hult and Ann Uhlir, the decision to use the NBC income for paying the AIAW debt to Polivy’s firm remained unchanged. Responding to Uhlir’s challenge to the decision on the NBC money, Baker sent a letter to Uhlir in June 1988. The conclusion of Baker’s letter not only put a final seal on the controversy over the NBC settlement but also seemed to be a short, but full description of the AIAW’s status at its very end. Baker wrote:

We believed then, and continue to believe now, that AIAW’s first corporate obligation was to satisfy third-party debts . . . . Were AIAW still [in existence], those debts would remain.

You asked me to take action, Ann, but there is no action to take. AIAW does not exist; nor are there any AIAW financial resources in existence.89

Six years before at the last AIAW Delegate Assembly, Uhlir told AIAW representatives that the future of the AIAW was “in the system of justice of this great nation.” She also hoped that the AIAW would be “more than a fleeting reference in the history of sport textbooks of the next century.”90 The AIAW Executive Director probably had never imagined that in that textbook, the last episode of the AIAW legacy was going to be an act of injustice carried out by the AIAW Presidents against their loyal employees, and that she would be one of the victims.
Endnotes


2In 1966, the Commission on Intercollegiate Athletics for Women (CIAW) was established within the DGWS structure to assume leadership in women’s collegiate athletics. The formation of the CIAW was also a partial reaction of the women leaders to the NCAA’s increasing interest in intercollegiate athletics for women. After establishing a national championship program in 1967, the CIAW, composed of only four part-time commissioners, became increasingly handicapped in fulfilling its responsibilities. Thus, the AIAW was founded with a professional staff to replace the CIAW. Ying Wu, “The Demise of the AIAW and Women’s Control of Intercollegiate Athletics for Women: the Sex-Separate Policy in the Reality of the NCAA, Cold War, and Title IX” (Ph.D. dissertation, Penn State University, 1997), pp. 42-51,125-129,142-153.

3As an amendment to the Civil Rights Act of 1964, the spirit of Title IX is reflected in its opening statement: “No person in the United States shall on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance . . .” “Title IX - Civil Rights,” HEW Fact Sheet (U.S. Department of Health, Education, and Welfare), June 1975, p. 1.

4The Kellmeyer lawsuit was filed in the United States District Court of the Southern District of Florida in January 1973. The purpose of the lawsuit was to invalidate the DGWS rules, to which all the defendants in the case subscribed to, which prevented women who were recipients of athletic scholarship from participating in AIAW-sponsored intercollegiate competition. The plaintiffs consisted of Fern Kellmeyer, Physical Education Director at Marymount College; eleven female
students who were recipients of athletic scholarships for tennis at Marymount College and Broward Community College; the women’s tennis coaches from both schools; and Marymount College. Named as defendants in the suit were the National Education Association (NEA), the American Association for Health, Physical Education and Recreation (AAHPER), the DGWS, the AIAW, the National Association of Physical Education of College Women (NAPECW), the Florida Association for Physical Education of College Women (FAPECW), the Florida Commission of Intercollegiate Athletics for Women (FCIAW), and the Southern Association for Physical Education of College Women (SAPECW). Fern Kellmeyer, et al. vs. National Education Association, et al. (The District Court, Southern District of Florida, No. 73 21 Civ NCR), 17 January 1973, AIAW Papers, Box 67, University of Maryland Archives, p. 2; and “Women Win Right to Scholarships,” The New York Times, 20 April 1973, p. 66.

In October 1972, the NCAA council voted “to recommend to the Executive Committee that it amend the Executive Regulations to permit women to compete in NCAA Championship competition.” Three months later and just one day before the NCAA Annual Convention, the Executive Committee so amended the regulations by simply removing the word “male” from the document. In the absence of an objection from the Convention floor, the NCAA Executive Committee action automatically became final under the NCAA Constitution. 1971-72 Annual Reports of the National Collegiate Athletic Association, p. 77; 1972-73 Annual Reports of the National Collegiate Athletic Association, p. 81; Proceedings of the 67th Annual convention of the National Collegiate Athletic Association (1973), p. 172; and “Affidavit of AIAW President Donna A. Lopiano,” AIAW v. NCAA, 9 October 1981, Box “Testimonies and Affidavits,” NCAA Headquarters, p. 22.

At the recommendations of the NEA defense lawyers and under pressure from individual institutions to withdraw membership from the AIAW, the DGWS/AIAW changed its scholarship policy to allow the awarding of athletic scholarships. This compromise became the first major step in the AIAW’s abandonment of its commitment to the “educational model.” The AIAW’s adoption of the “commercial model” of college athletics soon followed. AIAW, “Minutes of Special Committee to Discuss Course of Action Regarding Suit: Fern Kellmeyer, et al. v. NEA, et al.,” 6-7 February 1973, AIAW Papers, Box 67, University of Maryland Archives, pp. 2-3; Joel Gewirtz, NEA legal counsel, memorandum to Carl Troester, AAHPER Executive Secretary, 21 February 1973, ibid.; “Kellmeyer, et al. v. NEA, et al., Summary of Action Taken From January 11, 1973 to February 22, 1973” (by Mary E. Rekstad and Elizabeth Hoyt), ibid.; “NEA and AAHPER Challenged in Courts on AIAW Scholarship Policy,” Update (AAHPER), April 1973, p. 1; and Wu, “The Demise of the AIAW,” pp. 188-204.

In the spring of 1973, shortly after the settlement of the Kellmeyer case, the AIAW Executive Board voted to set up a separate legal fund within the AAHPER. The Board recognized that the “AIAW needs its own lawyer to provide legal assistance for problems which might arise in the future.” Minutes of the Executive Board of the Association for Intercollegiate Athletics for Women, May 31 - June 4, 1973, AIAW Papers, Box 418, University of Maryland Archives, p. 7.

Only two AIAW leaders were involved in the hiring process, Leotus Morrison, AIAW President, and Kay Hutchcraft, AIAW Program Coordinator. Kay Hutchcraft, AIAW Executive Secretary, “Report of Legal Assistance,” 30 September 1975, AIAW Papers, Box 309, University of Maryland Archives, p. 1.

Joanna Davenport, personal interview with the writer, 12 July 1995,
DEMISE OF THE AIAW

Marblehead, MA.

10 'Retainer Agreement Between Association for Intercollegiate Athletics for Women and Renouf, McKenna & Polivy [1975-76]," AIAW Papers, Box 309, University of Maryland; and Kay Hutchcraft, AIAW Executive Secretary, "Report of Legal Assistance," 30 September 1975, ibid., p. 1.

11 AIAW, “Analysis - Legal Services Expenditure,” January 1976, AIAW Papers, Box 309, University of Maryland Archives; and “AIAW Financial statement, June 1, 1974 - May 31, 1975,” AIAW Papers, Box 262, ibid.

12 Estes (director of women’s athletics at the University of New Mexico and representative for Region 7 of the AIAW) registered her doubts of the sanity of AIAW’s spending on Margot Polivy. Linda Estes, memo to Leotus Morrison, 8 December 1974, AIAW Papers, Box 309, ibid.

13 Subcommittee for Input to Executive Committee, memo to Executive Committee - AIAW, 3 October 1975, AIAW Papers, Box 309, University of Maryland Archives.

14 Laurie Mabry, memo to AIAW Executive Committee Members, 6 October 1975, ibid., p. 1.

15 Ibid., p. 2.

16 ‘Retainer Agreement Between Association for Intercollegiate Athletics for Women and Renouf, McKenna & Polivy [1975-76],” AIAW Papers, Box 309, University of Maryland Archives.

17 Mabry, memo to AIAW Executive Committee Members, 6 October 1975, ibid., pp. 1-2.

18 Charlotte West, letter to Laurie Mabry, 10 October 1975, ibid.

19 Ibid. (emphasis added)

20 Leotus Morrison, memo to AIAW Executive Committee, 14 October 1975, ibid.

21 Ibid.

22 In the fiscal year of 1974-75, before the first retainer agreement became effective in June 1975, the AIAW spent $26,087, nearly 25% of its total income of $105,569, for the legal services provided by Polivy. While the 1975-76 retainer fee was set at $18,000, the actual cost of Polivy’s service was $43,647, nearly 24% of AIAW’s total income of $182,925. AIAW, “Analysis - Legal Service Expenditures,” January 1976, AIAW Papers, Box 309, University of Maryland Archives; “AIAW Financial Statements, [1974-1976],” AIAW Papers, Box 262, ibid; and Margot Polivy, letter to Kay Hutchcraft, 30 October 1975, AIAW Papers, Box 309, ibid., p. 3.


24 Nettie Morrison, letter to Laurie Mabry, 20 November 1975, AIAW Papers, Box 309, University of Maryland Archives. Region 8 of the AIAW included the following states: California, Hawaii, and Nevada.

25 Catherine Green, letter to Laurie Mabry, 26 November 1975, AIAW Papers, Box 309, University of Maryland Archives. Region 9 of the AIAW included the following states: Alaska, Idaho, Montana, Oregon, and Washington.

26 “Legal fees” were covered under the “General operation” of the 1975-76 AIAW budget. By October 1975, the legal expense had exceeded $19,000, overrunning the $18,124 annual budget for the “general operation” of the Association. The actual expenses on “General operation” for the fiscal year was $58,840.62, of which “legal fees” covered $43,647. “AIAW Financial Statement, June 1, 1975 - May 31, 1976” and “AIAW 1975-76 Financial Justification,” AIAW Papers, Box 262; and “Analysis - Legal Services Expenditures” (January 1976), AIAW Papers, Box 309,
As one alternative, Polivy suggested that the Retainer Agreement be modified to include "all legal services under monthly retainer with the annual retainer amount renegotiated annually at a flat rate, to be $17,000 of the last five months of this fiscal year [a raise from the original $7,500] and $60,000 for fiscal 1976-77."

Margot Polivy, letter to Kay Hutchcraft, 30 October 1975, ibid., p. 3.

Laurie Mabry, letter to Margot Polivy, 16 December 1975, AIAW Papers, Box 309, University of Maryland Archives.

The AIAW President reviewed three incidents about Title IX and the NCAA that occurred during the summer of 1975 where she and Polivy found themselves in disagreement. The disagreements on the three occasions were related to (1) AIAW’s official response to the release of the Title IX regulations, (2) AIAW’s response to the NCAA report on the implication of Title IX in intercollegiate athletics, and (3) AIAW’s testimony at the Congressional hearing regarding Title IX. The problem, however, was not the disagreement itself, but Polivy’s reaction “not in the nature of one who was to offer advice as opposed to making the decision.” Ibid., pp. 5-6.

Mabry stated that the elected leadership must determine its own policy; that the role of legal counsel must remain advisory; and that once an organizational position was determined, the legal counsel must be supportive to the organizational position, at least publicly. Ibid., pp. 4-5.

Laurie Mabry, telephone interview with the writer, 15 April 1997.

Margot Polivy, letter to Laurie Mabry, 19 December 1975, AIAW Papers, Box 309, University of Maryland Archives, p. 1.

Polivy was only partially correct. While the NCAA often derived its directions from the executive staff, its policies were made by the NCAA Council and, ultimately, the membership. Ibid., pp. 1-2.

Ibid., pp. 2-3.

Ibid., p. 3.

Ibid., pp. 3-4.

See “Potential Agreements Regarding Function of the AIAW Legal Counsel and Operational Policies and Relationships Between the AIAW and its Legal Counsel.” (Appendix B), in AIAW Official Minutes of the Executive Board and Delegate Assembly Meetings, January 6-11, 1979, AIAW Papers, Box 418, University of Maryland Archives, pt. III, p. 69.

The extremely high percentage of legal expenses in 1981-82 was apparently the combined result of reduced income, reduced expense on national championships, and the extra cost of AIAW v. NCAA antitrust lawsuit. See AIAW, “Financial Statements,” (1974 to 1982), AIAW Papers, Box 262, University of Maryland Archives;

Ranging from 6.4% to 9.4% during the eight-year period, the average share for AIAW national championships was only 8.0% of AIAW annual income. See AIAW, “Financial Statements,” (1974 to 1982), AIAW Papers, Box 262, University of Maryland Archives; AIAW, “Legal Counsel Cost Analysis,” “Cash Disbursements, 1981-82,” AIAW Papers, Box 419, ibid; AIAW, “Analysis - Legal Services Expenditures,” January 1976, AIAW Papers, Box 309, ibid; and Ann Uhlir, memo to Cindy Jackson, AIAW Administrative Accountant, 13 May 1981, ibid.

Margot Polivy, letter to Donna Lopiano, 2 September 1975, AIAW Papers, Box 309, University of Maryland Archives.

Hutchcraft, “Report of Legal Assistance,” September 30, 1975, p. 4; “Retainer Agreement Between Association for Intercollegiate Athletics for Women and
Renouf, McKenna & Polivy [1975-76], “AIAW Papers, Box 309, University of Maryland Archives; AIAW, “Financial Statement, June 1, 1975 - May 31, 1976,” AIAW Papers, Box 262, University of Maryland Archives; and AIAW, “1975-76 Financial Justification,” ibid.

42 “Retainer Agreement Between Association for Intercollegiate Athletics for Women and Renouf, McKenna & Polivy [1976-77],” AIAW Papers, Box 309, University of Maryland Archives.

43 AIAW’s 1975-76 budget for legal service was $18,800; the actual cost was $43,647.05. AIAW, “Financial Statement, June 1, 1975 - May 31, 1976,” AIAW Papers, Box 262, University of Maryland Archives.


45 Led by AIAW Past President Laurie Mabry, the attempt to rid the organization of the legal service of Polivy and her law firm failed after lengthy discussions during the spring 1976 AIAW Executive Board meeting. The minutes of the meeting indicates marginal victory for those who wanted to retain the service of Polivy’s law firm (11 for, 9 opposed, 1 abstain). Interviews with several members who (anonymous) were at the meeting by this writer show that the original vote was a tie. Then AIAW President N. Peg Burke broke the tie with a favorable vote. AIAW, Official Minutes of the Spring Executive Board Meeting, May 29 - June 1, 1976, AIAW Papers, Box 269, University of Maryland Archives, pp. 32-41.

46 Except for the single vote from Judith Holland, then President-elect, the Executive Board overwhelmingly defeated the motion “that a Management Audit of AIAW be undertaken in the fiscal year 1977-78.” Ibid., p. 35.

47 As cited in Linda Estes, letter to AIAW Voting Representatives, 6 November 1978, AIAW Papers, Box 309, University of Maryland Archives. Region 7 of AIAW consisted of the following states: Arizona, Colorado, New Mexico, Utah, and Wyoming.

48 Linda Estes, President Elect, Region 7, AIAW, memo to Judy Holland, Charlotte West, Carole Mushier, 24 October 1978, AIAW Papers, Box 309, University of Maryland Archives.

49 AIAW, Official Minutes of the Fall Executive Board Meeting, October 10-13, 1978, AIAW Papers, Box 269, University of Maryland Archives.

50 In order to put Region 7’s resolution on the agenda for the Delegate Assembly, Estes had collected the required number of signatures through a petition and was requesting a response from the Presidents. Estes, memo to Holland et al., 24 October 1978. The actual AIAW budget for its legal counsel in 1978-79 was $75,000, 14.6% of the Association’s budget of $513,666. AIAW, “Financial Statement, June 1, 1978 - May 31, 1979,” ibid.

51 Charlotte West, Judie Holland, Carole Mushier, memo to Linda Estes, 10 November 1978, AIAW Papers, Box 309, University of Maryland Archives.

52 Ibid. There seemed no evidence to support the statement. In 1977-78, the total of NCAA’s legal fees and expenses was $645,720. 1977-78 Annual Reports of the National Collegiate Athletic Association, p. 252.

53 The AIAW Presidents also argued that the “AIAW has never paid for a large percentage of the hours provided for AIAW by the legal firm.” West et al., memo to Estes, 10 November 1978.

54 Margot Polivy, telephone interview with the writer, 11 September 1997.

55 Estes, letter to AIAW Voting Representative, 6 November 1978. According to Estes, the letter was mailed on November 14, 1978, ten days after it was written and fifteen days before the November 29, 1978 deadline for Delegate Assembly
agenda items. Linda Estes, memo to Carole Mushier and Charlotte West, 29 November 1978, AIAW Papers, Box 309, University of Maryland Archives.

56 A week later, Judith Holland, AIAW Past President, wrote to Estes: “I am tremendously disappointed in the unethical action of circulating a copy of the retainer agreement and would be interested in learning the process by which you obtained [the copy] which even I, as Past-President, do not possess.” Judith R. Holland, letter to Linda Estes, 21 November 1978, AIAW Papers, Box 309, University of Maryland Archives.


58 Estes was referring to President Nixon and the Watergate scandal that led to his resignation. Linda Estes, letter to Bonnie Slatton, 29 November 1978, ibid.


60 The “shril nature” Polivy referred to was the charges of Polivy’s drunkenness when representing the AIAW during an Executive Board meeting. Ibid., p. 2.

61 Ibid.

62 Ibid., p. 3.

63 Ibid.

64 Apparently, it was believed that the future would bring hope for the AIAW as well as the financial situations of Polivy’s law firm. That was exactly why Polivy’s firm rejected the proffered increase of $5,000 [for the retainer year 1978-79] because while it imposed an additional burden on AIAW’s budget,” Polivy stated, “it did not, to any significant extent, alleviate our financial suffering.” Ibid.

65 Ibid.

66 Ibid. Contrary to Polivy’s statement, NCAA’s total legal fees and expenses in 1978-79 was $560,833, only 4% of the organization’s total expense of $13,846,390. The NCAA’s total income was $14,965,033 in the same year. 1978-79 Annual Reports of the National Collegiate Athletic Association, pp. 268-272.


68 Carole L. Mushier, AIAW President, letter to Arlene E. Gorton, Association Director of Athletics, Brown University, 20 February 1979, AIAW Papers, Box 309, University of Maryland Archives.

69 Linda Estes, telephone interview with the writer, 17 May 1997.

70 Arlene E. Gorton, letter to Charlotte West, 2 February 1979, AIAW Papers, Box 309, University of Maryland Archives.

71 The total payment, according to the contract, should not exceed $130,000.

72 “Retainer Agreement between Association for Intercollegiate Athletics for Women and Renouf & Polivy [1979-80],” ibid.


74 Information on the subject was incomplete in the AIAW Papers. The AIAW paid the law firm at least $285,114, which was 41.7% of AIAW’s total income of $684,245. AIAW, “Legal Counsel Cost Analysis,” “Cash Disbursements, 1981-82,” ca. July 1982, AIAW Papers, Box 419, ibid.; and AIAW, “Financial Statement, July 1, 1981 - June 30, 1982,” AIAW Papers, Box 262, ibid.

75 The 4,746 hours included 3,917 hours working on the litigation and another 829 hours working for the AIAW covered by the retainer fee. AIAW, “Legal Counsel Cost Analysis,” AIAW Papers, Box 419, ibid.

76 According to the recollection of Polivy, there were, on an average, two full-time (Margot Polivy and an associate) and two part-time lawyers working for the
AIAW during the AIAW v. NCAA litigation. Another Washington, D.C. law firm—Dickstein, Shapiro & Morin (known for its expertise in antitrust laws, according to Polivy)—provided pro bono services for the AIAW. Margot Polivy, telephone interview with the writer, 24 September 1997.

76AIAW, “Legal Counsel Cost Analysis,” AIAW Papers, Box 419, University of Maryland Archives.
77Ibid.
78From 1974 to 1982, the average cost of legal service for the AIAW was 21.7% of the Association’s total income; the average cost of national championships was 7.8%. See AIAW “Financial Statements” from 1974-75 to 1981-1982 in AIAW Papers, Box 262, University of Maryland Archives.
81Ying Wu, “The Demise of the AIAW and Women’s Control of Intercollegiate Athletics for Women: the Sex-Separate Policy in the Reality of the NCAA, Cold War, and Title IX” (Ph.D. dissertation, Penn State University, 1997), pp. 441-442.
82The AIAW closed its bank account by paying its last $5,635.47 to Polivy’s law firm in late May 1984. See canceled check #104, AIAW, Montana State University, and “Checking Account Summary,” 25 June 1984, American Security Bank, AIAW Papers, Box 419, University of Maryland Archives. The exact amount AIAW owed Polivy’s firm was $445,304.61. Renouf & Polivy, memo to Virginia Hunt, AIAW President-elect, 4 June 1984, ibid.
84G. Ann Uhlir, Executive Director, memo to (AIAW) National Office Staff, 31 March 1982, ibid.
85Joan S. Hult, memo to AIAW Executive Committee (Merrily Baker, Virginia Hunt, Donna Lopiano, and Ann Uhlir), 29 June 1987, ibid.
86Merrily Dean Baker, former AIAW President, letter to Joan S. Hult, 3 August 1987, ibid.
87Ann Uhlir, telephone interview with the writer, 7 August 1997.
88G. Ann Uhlir, letter to Merrily Dean Baker, 22 April 1988, ibid. (emphasis added)

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