

Resolution Agreement
Dakota State University
OCR Case Number: 07-19-2126

Dakota State University (University), submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve this complaint that was filed under Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681, and its implementing regulation, 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex in any education program or activity operated by a recipient of Federal financial assistance.

Before OCR completed its investigation, the University requested to voluntarily resolve this complaint pursuant to Section 302 of OCR's *Case Processing Manual*. OCR has not made any conclusions of law or issued a final determination with respect to this complaint. While the University agrees to take the following actions, nothing contained in this Agreement shall be construed as an admission on the part of the University to the allegations in the complaint.

1. For the 2020-2021 and the 2021-2022 school years, the University will provide a list of all students who apply for and are awarded scholarships from the scholarships listed below. The University will provide the criteria used to award the scholarships, and the gender of the student awarded the scholarship. The University will confirm that the scholarships are administered in a manner that ensures students are eligible to compete for such scholarships without regard to sex. For purposes of this agreement, unless otherwise specified, the term "scholarships" means:

The following scholarships identified in the Complaint:

- The Arleen Amert Annual Scholarship;
- The Dr. Cecilia Wittmayer Endowed Scholarship;
- The Helen Walker Memorial Endowment;
- The Madison Business and Professional Women's Endowed Scholarship; and
- The Schultz and Collignon Family Endowed Scholarship;

Along with the following scholarships identified by the University as having been awarded exclusively to women:

- The Dr. Richard and Marilyn Belatti Endowment Scholarship;
- The SBS CyberSecurity and Gamewell Family Endowed Scholarship; and
- The Streff Family Endowed Scholarship.

2. For the 2020-2021 and the 2021-2022 academic years, for each scholarship identified in section 1 of this agreement, the University will provide OCR:
 - a) A copy of the scholarship application form;
 - b) The University's policies and procedures pertaining to applying for the scholarship;
 - c) The University's policies and procedures for awarding the scholarship, including eligibility and selection requirements, standards, and criteria; and
 - d) A list of the individuals who applied for the scholarship by name or unique identifier and sex and indicate whether they were awarded the scholarship. For those individuals who applied but were not awarded the scholarship, provide the reason(s) for not awarding the scholarship.

3. Reporting Requirements:
 - a) By, _____, the University will provide OCR a copy of the 2020-2021 academic year data required by Section 3 of this Agreement;
 - b) By, _____, the University will provide OCR a copy of the 2021-2022 academic year data required by Section 3 of this Agreement.

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 and that all actions taken to comply with the requirements of the Agreement are subject to OCR's review. 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 the regulations implementing Title VI, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close this case.

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 will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Dr. José-Marie Griffiths
President

Date