

RESOLUTION AGREEMENT

Strayer University

08-22-1033

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Strayer University (University) enter into this agreement to resolve the allegations in the above referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University assures OCR that it will take the following actions to comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 et seq., and its implementing regulation at 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 from the Department.

- A. Training.** No later than sixty (60) days after signing the Agreement, the University will develop and provide training to Hackbright Academy (Academy) staff, which will include the following: the Manager of Admissions, Vice President of Marketing and Strategic Partnerships, admissions counselors, instructors, teaching assistants, student experience managers, career coaches, program managers, and program supervisors.

The training, which may be provided by digital instruction, will include, but need not be limited to, the following:

1. The University's admissions and enrollment policies and procedures, which will include a statement that the University does not discriminate on the basis of sex in its admissions or enrollment process;
2. The Academy's non-discrimination statement (as described in Par. B); and,
3. An explanation of the prohibition against discrimination on the basis of sex.

Reporting Requirement: Within twenty (20) calendar days of signing the Agreement, the University will provide a copy of the proposed training materials to OCR for review and approval. The University will promptly and fully address feedback, if any, from OCR until it receives OCR's approval of the training materials.

Upon receiving OCR's approval, the University will provide the training to staff. Within thirty (30) calendar days of providing the training, the University will provide to OCR the name(s) and credentials of the individual(s) who conducted the training; a list of individuals, by name and title, who attended the training; and a copy of the final training materials distributed to attendees.

- B. Non-discrimination Statement and Website.** No later than sixty (60) calendar days after signing the Agreement, the University will update the Academy's website and revise the Academy's non-discrimination statement by taking the following steps:

1. Non-discrimination Statement. The University will revise the Academy's non-discrimination statement to ensure it states that the Academy is open to all people, regardless of sex. The University will update the language of the Academy's non-discrimination statement on the Academy website, catalog and student agreement and other written or oral materials that include a non-discrimination statement. The University will also include the non-discrimination statement on the main landing page of the Academy¹.
2. Website. The University will conduct a review of the content on the Academy's website, including marketing materials, blog posts, frequently asked questions, etc., to ensure that the content does not include language which explicitly excludes applicants or enrollees on the basis of sex. If the University identifies exclusionary language on the Academy's website, it will update or remove the language. In the event the identified content was posted prior to the University's acquisition of the Academy, the University may either update the language, remove the language, or include a notification which incorporates its revised non-discrimination statement pursuant to Paragraph (B)(1).

Reporting Requirement (B)(1): Within fifteen (15) calendar days of signing the Agreement, the University will provide a copy of the proposed language for the revised non-discrimination statement, written pursuant to the requirements in Paragraph (B)(1), for OCR's review and approval. The University will promptly and fully address feedback, if any, from OCR until it receives OCR's approval. Upon receiving OCR's approval, the University will provide documentation to OCR which demonstrates it has updated the Academy website and any other materials in which the University included the non-discrimination statement.

Reporting Requirement (B)(2): No later than ninety (90) calendar days after providing documentation to OCR per (B)(1) of the Agreement, the University will provide documentation to OCR which demonstrates it has reviewed and updated the Academy's website. The documentation will include a report that identifies exclusionary language identified by the University, and the action(s) taken by the University to comply with Paragraph (B)(2). The University will promptly and fully address feedback, if any, from OCR regarding the University's submission.

If, before the end of the monitoring period and after the University has satisfied the above-referenced (B)(2) reporting requirements, OCR identifies additional concerns relating to content on the Academy's website that excludes any person from participating in or benefiting from a Hackbright program on the basis of sex or otherwise subjects any person to discrimination on the basis of sex, it will promptly notify the University. The University will then have thirty (30) calendar days in which to respond to OCR. The University's response will include either: (i) documentation which demonstrates the

¹ The main landing page of the Academy's website is: www.HackbrightAcademy.com.

University has addressed OCR’s concerns and revised the website; or, (ii) proposed revisions for OCR’s review and approval. If submitting proposed revisions, within thirty (30) days of receiving OCR’s approval, the University will provide documentation to OCR which demonstrates it has updated the Academy website.

C. Application, Internal Student Relations Data, and Enrollment Data. The University will demonstrate that the sex of applicants is not considered in the Academy’s application or enrollment process by taking the following steps:

1. **Application Data.** The University currently does not require the collection of the sex of Academy applicants at the time of application and will demonstrate its adherence to this practice by submitting the application materials for all cohort applications received between the date the Agreement is signed and one full academic year after that date. The application materials will include, for each application received, the: (i) template of the application, (ii) completed applications, (iii) technical interviewer’s notes, (iv) admission’s counselor’s notes, and (v) technical interview score. To the extent the application template changes while this Agreement is still in place, the University will promptly provide the revised template to OCR for its consideration and feedback.
2. **Internal Student Relations Data.** The University will provide OCR with documentation indicating it has resolved the issue of the category of sex defaulting to “female” in the Academy’s internal student relations system.
3. **Enrollment Data.** The University currently does not formally collect the sex of the Academy enrolled students and instead relies upon the self-reported gender of students after enrollment to ensure it correctly identifies students based upon their preferred pronouns. The University will submit data based on the self-reported gender of its enrolled students for all Academy cohorts between the date the Agreement is signed and one academic year after that date. If the University subsequently determines it will formally collect the sex of enrolled Academy students, it may submit this data in lieu of students’ self-reported gender.

Reporting Requirement (C)(1). After the University’s admissions decisions for each Academy cohort admitted between the date the Agreement is signed and one academic year after that date, the University will provide OCR with a copy of the application materials as described in Paragraph (C)(1). The University will provide this data on a biannual basis, providing the first data set on or before November 14, 2022, and the second data set on or before May 14, 2023.

Reporting Requirement (C)(2). The University will provide documentation which demonstrates its compliance with Paragraph (C)(2), no later than May 14, 2023.

Reporting Requirement (C)(3). After the University’s admissions decisions for each Academy cohort admitted between the date the Agreement is signed and one academic year after that date, the University will provide OCR with the data described in Paragraph (C)(3). The University will provide this data on a biannual basis, providing the first data set on or before November 14, 2022, and the second data set on or before May 14, 2023.

The University understands that by signing this Agreement, it agrees to provide the foregoing 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. Part 106, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has demonstrated compliance with all the terms of this Agreement and is in compliance with Title IX and its implementing regulations, 34 C.F.R. Part 106, which were at issue in this Complaint.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34. C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/ _____
Dr. Andrea Backman
President
Strayer University

04/15/2022
_____ Date