

RESOLUTION AGREEMENT
George Mason University
OCR Complaint No. 11-18-2333

George Mason University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegation(s) investigated in Office for Civil Rights (OCR) Complaint No. 11-18-2333. This Agreement does not constitute an admission by the University of a violation of Title VI of the Civil Rights Act of 1964 (Title VI) or any other law enforced by OCR.

1. Within five days of signing this Agreement, the University will extend an offer in writing for the Complainant to choose between: (Option 1) switching from her current potential dissertation advisor to another advisor XXX whose area of expertise aligns with her research topic; or, (Option 2) continuing working with her current potential advisor XXX.

In the offer, the University will inform the Complainant that, if she elects to proceed with Option 1 or Option 2, she must inform the University of her choice within five days of the offer¹ and at that time, if Option 1 is selected, must also provide the names of three members of graduate faculty XXX that she believes could fill the designated role. The three individuals must have interest in and expertise relevant to her area of research; their backgrounds must align with her research topic. Upon receipt of the Complainant's notice and list of names, XXX will liaise with the three individuals identified and determine who has interest in serving and could best serve as her new dissertation advisor; and, within seven days of the Complainant's notice, provide in writing to the Complainant a notice informing the Complainant that she may begin discussions with the proposed new advisor about serving as her dissertation chair and begin working toward mutual research goals immediately.

Reporting Requirement:

- a. Within three days of sending the offer described in Paragraph 1, the University shall provide a copy to OCR.
 - b. If the Complainant declines to proceed with Option 1 or Option 2, the University will provide evidence of this (e.g., email, telephone log, or notes) to OCR within five days of receiving notice. If the Complainant proceeds with Option 1 or Option 2, the University will provide OCR: (1) evidence of the Complainant's decision; and (2) a copy of its follow-up letter to the Complainant within seven days of receiving notice.
2. By May 3, 2019, the University will provide mandatory training to all XXX administrators, faculty, and staff with responsibilities concerning the assignment of doctoral students to a dissertation advisor, including but not limited to faculty who have

¹ However, if the Complainant chooses Option 2 and then the current potential advisor XXX, the Complainant will have an additional five days from the date of that decision to choose Option 1.

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.

served or may serve as a dissertation advisor, on: (i) the requirements of Title VI; (ii) retaliation, including guidance describing the principles of retaliation and notice that the University may not retaliate against any individual asserting a right or privilege secured by the Federal civil rights laws or regulations enforced by OCR, and (iii) a discussion of the University's non-discrimination and anti-retaliation policies.

Reporting Requirement:

- a. By April 19, 2019, the University will submit for OCR's review and approval the proposed training materials as described in Paragraph 2. The University will also identify the individual(s) who will conduct the training and the qualifications of the individual(s).
- b. By May 10, 2019, the University will provide OCR with documentation confirming completion of the required training, including: (a) the date of each training session(s); and (b) a sign-in sheet including a list of the names, signatures, and titles of the University personnel who participated in each training session.

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 the 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 and obligations of this Agreement. Upon the University's satisfaction of the commitments made under this Agreement, OCR will close this case.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: _____ Date: 3/20/19_____
Name and Title