

RESOLUTION AGREEMENT

Duke University OCR Case No. 11-19-2224

Duke University (University) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegation(s) investigated in Office for Civil Rights (OCR) Case No. 11-19-2224 pursuant to Section 302 of OCR's *Case Processing Manual*. This Agreement does not constitute an admission by the University of a violation of Title IX of the Education Amendments of 1972 (Title IX), or any other law enforced by OCR.

1. Regarding the program **Girls Exploring Science & Technology (GEST)**, the University agrees to take one of the following actions pertaining to both the on-campus and community activities of the program:
 - a. The University will cease its involvement with GEST, OR
 - b. The University will direct that the student group make GEST coeducational, change the name of GEST to eliminate any suggestion that it is for a single sex, and ensure that all communications related to GEST effectively communicate that the program is coeducational (these communications will include the name of the program, the design and content of the website, and the promotion of and recruitment for the program), OR
 - c. The University will direct that the student group make GEST coeducational and that it may maintain the name GEST, provided that it can develop and implement strategies to effectively communicate to the applicable University community and the public that GEST, notwithstanding the name, is open to all students and participants regardless of sex (these communications will include the design and content of the website, and the promotion of and recruitment for the program).

Reporting Requirement:

The University will provide OCR with its decision regarding the future of the program and steps taken to resolve the concerns by January 22, 2021.

- If proceeding with option (a) above, the University will report all steps taken to cease its involvement with GEST.
- If proceeding with option (b) above, the University will provide a report of all steps taken to make GEST coeducational.
- If proceeding with option (c) above, the University will provide a strategic plan or other materials which demonstrate how the University will effectively communicate to the University community and the public that GEST is coeducational despite its name. In addition, for the 2020-2021 and the 2021-2022 academic years, the University will collect and submit to OCR, by May 31 of 2021 and 2022, the following information: A list of all individuals who applied for participation in GEST by name or unique identifier and sex; an indication whether they were permitted to participate; and for those individuals who applied but were not permitted to participate, the reason(s) for not allowing their participation.

2. Regarding the program **Females Excelling More in Math, Engineering, and Science (FEMMES)**, the University agrees to take one of the following actions pertaining to both the student organization and the community activities:
 - a. The University will cease its involvement with FEMMES, OR
 - b. The University will direct that the student group make FEMMES coeducational, change the name of FEMMES to eliminate any suggestion that it is for a single sex, and ensure that all communications related to FEMMES effectively communicate that the program is coeducational (these communications will include the name of the program, the design and content of the website, and the promotion of and recruitment for the program), OR
 - c. The University will direct that the student group make FEMMES coeducational and that it may maintain the name FEMMES, provided that it can develop and implement strategies to effectively communicate to the applicable University community and the public that FEMMES, notwithstanding the name, is open to all students and participants regardless of sex (these communications will include the design and content of the website, and the promotion of and recruitment for the program).

Reporting Requirement:

The University will provide OCR with its decision regarding the future of the program and steps taken to resolve the concerns by January 22, 2021.

- If proceeding with option (a) above, the University will report all steps taken to ensure that significant assistance is not provided to FEMMES.
 - If proceeding with option (b) above, the University will provide a report of all steps taken to make FEMMES coeducational.
 - If proceeding with option (c) above, the University will provide a strategic plan or other materials which demonstrate how the University will effectively communicate to the University community and the public that the program is coeducational despite its name. In addition, for the 2020-2021 and the 2021-2022 academic years, the University will collect and submit to OCR, by May 31 of 2021 and 2022, the following information: A list of all individuals who applied for participation in FEMMES by name or unique identifier and sex; an indication whether they were permitted to participate; and for those individuals who applied but were not permitted to participate, the reason(s) for not allowing the participation.
3. Regarding **Girls STEM Day @ Duke (STEM DAY)**, the University agrees to take one of the following actions:
 - a. The University will cease its involvement in STEM DAY, OR
 - b. The University will submit to OCR information sufficient to establish that STEM Day is a program hosted by and for the members of the Girls Scouts of America subject to exemption under OCR regulations and if the University continues to be involved in the STEM Day, it will ensure that the name of the program is “Girl Scouts STEM Day @ Duke,” OR

- c. The University will ensure STEM DAY activities are open to all students and participants regardless of sex, will ensure the name is changed to eliminate any suggestion that STEM DAY is for a single sex, and will ensure that all communications related to STEM DAY effectively communicate that the program is coeducational (these communications will include the name of the program, the design and content of the website, and the promotion of and recruitment for STEM DAY), OR
- d. The University will modify its involvement in STEM DAY and/or augment the University's involvement in activities in relation to youth organizations for boys as defined in 34 C.F.R. § 106.14(b), to ensure that the University's activities related to STEM DAY and the youth organization(s) for boys are comparable.

Reporting Requirement:

The University will provide OCR with its decision regarding the future of the program and steps taken to resolve the concerns by January 22, 2021.

- If proceeding with option (a) above, the University will report all steps taken to cease their involvement in STEM DAY.
- If proceeding with option (b) above, the University will provide information sufficient to establish that STEM Day is a program hosted by and for the members of the Girls Scouts of America.
- If proceeding with option (c) above, the University will report all steps taken to make STEM DAY coeducational.
- If proceeding with options (d) above, the University will provide a strategic plan or other materials which demonstrate how the University's involvement in STEM DAY is comparable to the University's activities related to youth organizations for boys as defined by 34 C.F.R. § 106.14(b). In addition, for the 2020-2021 and the 2021-2022 academic years, the University will collect and submit to OCR, by May 31 of 2021 and 2022, a list of all events related to youth organizations as defined by 34 C.F.R. § 106.14(b), that are comparable to STEM DAY. For STEM DAY and each youth organization event, the University will provide to OCR: the name of the event and youth organization; a description of the event; a description of the University's involvement in the event; and a list of individuals who participated in the events by name or unique identifier and sex.

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: 11/2/20
Name and Title