

# UNITED STATES DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS

400 MARYLAND AVENUE, SW WASHINGTON, DC 20202-1475

REGION XI NORTH CAROLINA SOUTH CAROLINA VIRGINIA WASHINGTON, DC

# RESOLUTION AGREEMENT George Mason University OCR Complaint No. 11-20-2256

George Mason University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegations investigated in Office for Civil Rights (OCR) Complaint No. 11-20-2256. 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.

# I. Third-Party Scholarships

The University agrees to take one of the following steps with respect to the Lax Scholarships Fund for Gay Men; the American Association of University Women (AAUW): Beaver Valley Branch; New Jersey State Federation of Women's Clubs: Margaret Yardley Fellowship; AAUW Educational Foundation; and the Entertainment Software Association Scholarship:

- 1. The University will cease listing the third-party scholarships; or
- 2. The University will verify that the sponsoring organization's or person's rules concerning such financial assistance do not, expressly or in fact, discriminate on the basis of sex, and will adjust the information the University lists to convey what it has verified.

#### **Reporting Requirement:**

By October 14, 2022, the University will submit a report to OCR stating whether it opted to implement Action Step (1) or (2), and include documentation demonstrating that the University has met the requirements of Action Step (1) or (2), as appropriate.

### II. Training

The University agrees to provide training to all academic department heads and other relevant personnel who may be involved in the administration of sex-restricted scholarships, whether the scholarships establish a complete ban on the basis of sex or a preference on the basis of sex. The training will cover the requirements for the administration of sex-restricted scholarships under Title IX, as well as the University "pool and match" procedures to ensure the nondiscriminatory awarding of financial assistance. The training will also cover the University's selected approach (Action Step (1) or (2) above) pertaining to third-party scholarships listed on the University's website or other University media.

## **Reporting Requirement:**

- a. Within 30 calendar days of the execution of this Agreement, the University will submit to OCR, for OCR's review and approval, a copy of the proposed training materials and the name(s), position title(s), and qualifications of the individual(s) who will conduct the training.
- b. Within 90 calendar days of receiving OCR's approval, the University shall conduct the training and provide verification to OCR, including: (a) confirmation that the approved individual(s) conducted the training, using the approved materials; (b) a list of the University personnel who received the training, including each individual's position title; and (c) if the training is provided through a virtual instruction platform, documentation confirming the list of individuals who successfully completed the training. If the training is provided in person, the University may submit a sign-in sheet with the name/title of each participant and the date of the training as documentation of attendance and completion.

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 and is in compliance with the regulations implementing Title IX, at 34 C.F.R. Part 106, which was at issue in this case. Upon the University's satisfaction of the terms and obligations of 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 statutes and regulations. Before initiating such proceedings, OCR will give the University written notice of the alleged breach and 60 calendar days to cure the alleged breach.

By:	XXXXX	Date:	September 8, 2022
	University Designee		