

RESOLUTION AGREEMENT

Howard Payne University

OCR Case # 06262306

Howard Payne University (University) enters into this Resolution Agreement (the Agreement) to resolve the concerns that the U.S. Department of Education, Office for Civil Rights (OCR) identified in OCR Case Number #06262306. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University of a violation of Title IX of the Education Amendments of 1972 (Title IX), or any other law.

1. The University will conduct a review of all its programs or activities (specifically including all scholarship programs), regardless of whether a given program or activity is operated by the school or in partnership or contract with another organization and will identify those that impose any sex-based preferences or limitations.

REPORTING REQUIREMENT 1: Within 60 days of the date of this Agreement, the University will submit a report to OCR that lists each program or activity identified, a description of the nature and purpose of each, and a description of the nature of the sex-based preference or limitation. The report will also indicate whether the University has discontinued or plans to discontinue those preferences or limitations. To the extent that the University opts not to discontinue a given preference or limitation, it must explain why it believes that preference or limitation is consistent with Title IX.

2. The University will conduct a review of all memberships, partnerships, and/or scholarships with external organizations that are advertised, hosted, contracted, or otherwise introduced to students through the University by means such as, but not limited to, room rental, hosting, advertising, website lists, or other forms of promotion or communication, and will identify those that impose any sex-based preferences or limitations.

REPORTING REQUIREMENT 2: Within 60 days of the date of this Agreement, the University will submit a report to OCR that lists each membership, partnership, and/or scholarship identified, a description of the nature and purpose of each, and a description of the nature of the sex-based preference or limitation. The report will also indicate whether the University has discontinued or plans to discontinue those memberships, partnerships, and/or scholarships. To the extent that the University opts not to discontinue a given membership, partnership, and/or scholarship, it must explain why it believes that its sex-based preference or limitation is consistent with Title IX.

3. The University will respond within 30 days to OCR's feedback and any request for additional information regarding its plans for each item identified in Reporting Requirements 1 & 2. After receiving OCR's approval, the University will take the agreed upon steps to come into compliance with Title IX.

REPORTING REQUIREMENT 3: Within 30 days of receiving OCR's approval of the report described in Items 1 and 2, the University will provide OCR with documentation demonstrating that it has formally discontinued any identified preference or limitation and has cancelled any identified membership, partnership, and/or scholarship.

By signing this Agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. During monitoring, OCR may visit to interview staff and students as well as request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement.

The University understands that OCR will monitor this agreement for two years. OCR will not close the monitoring of this Agreement until such time as OCR determines that the University is in compliance with the terms of this Agreement and its obligations under Title IX and its implementing regulations.

The University understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings in the event of the University's breach of this Agreement. Before initiating such proceedings, OCR will give the University written notice of the alleged breach and 60 calendar days to cure.

This Agreement will become effective immediately upon the signature of the University's representative below.



Dr. Cory Hines, President
Howard Payne University



Date