

Resolution Agreement
Northwest College (Wyoming)
OCR Case Numbers 08-16-2101 & 08-17-2248

Northwest College (College) enters into this Agreement to resolve the allegation in the above-referenced complaints. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the College. The College 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 United States Code Section 1681, and its implementation regulations, at 34 Code of Federal Regulations (C.F.R.) Part 106.

1. The College will take the following action with respect to its Title IX Coordinator(s) and procedure(s):
 - a. designate at least one adequately trained person as a permanent Title IX Coordinator(s) to comply with the requirements of 34 C.F.R. § 106.8(a), and define the Coordinator(s)' job responsibilities so as to avoid actual or potential conflicts of interest¹;
 - b. revise its Title IX procedure(s) for students and staff to:
 - i. clarify its application to complaints alleging any action that would be prohibited by Title IX, including, without limitation, retaliation;
 - ii. ensure that individuals who play a role in receipt, investigation, appeal, or other resolution of complaints do not have actual or potential conflicts of interest, including identification with contact information of the individual with whom complaints against the Title IX Coordinator can be filed;
 - iii. explain the College's confidentiality policy, including an assurance that the College will keep all complaints and investigations confidential to the utmost extent possible;
 - iv. clarify that individuals may contact OCR regarding complaints of sex discrimination at any time and are not required to utilize the College's Title IX procedure prior to contacting OCR; and
 - v. confirm that both parties have the opportunity to present witnesses and other evidence in the investigations conducted pursuant to the procedure(s).

REPORTING REQUIREMENT A: Within 30 days of this Agreement, the College will provide, for OCR's approval, its revised procedure(s). The College will fully and promptly address any comments by OCR and will continue to modify the procedure(s) until OCR issues its final approval.

REPORTING REQUIREMENT B: Within 15 days of OCR's final approval of the procedure(s), the College will widely disseminate the procedure(s) to students and staff using its standard methods for disseminating information, including in its notice of non-discrimination and via email and webpages. Within 30 days of OCR's final approval of the procedure(s), the College will provide OCR documentation of this dissemination.

¹ For example, designating a disciplinary board member, general counsel, dean of students, or athletics director as the Title IX coordinator may pose a conflict of interest.

The College will fully and promptly address any comments by OCR and will continue to modify the dissemination until OCR issues its final approval.

2. The College will adequately train all individuals with any role in its Title IX procedure(s), including, without limitation, the Title IX Coordinator(s) and any designee(s) or subordinate(s), investigators, process advisors, members of the Student Appeals Board, and the Dispute Resolution Officer.

REPORTING REQUIREMENT A: Within 30 days of this Agreement, the College will provide, for OCR's approval:

- a. a list of all individuals by name, title, and qualifications who have any role in its Title IX procedure(s), including without limitation Title IX Coordinator(s), investigators, process advisors, members of the Student Appeals Board, and the Dispute Resolution Officer; and
- b. a description of the training provided to each individual, including training materials used by the College and identification and qualifications of any individual(s) who provided any training used by the College.

The College will fully and promptly address any comments by OCR and will continue to modify the training until OCR issues its final approval. This may include developing an OCR-approved plan for immediately providing additional relevant training to any individuals OCR deems to lack adequate training.

REPORTING REQUIREMENT B: If during monitoring of this Agreement, additional individuals are hired, designated, or otherwise come to play a role in the College's Title IX procedure(s), the College will promptly report and respond to OCR pursuant to Reporting Requirement A of this Term.

3. The College will provide training to all administrators, division chairs, and human resources staff addressing:
 - a. the College's confidentiality policy, including the obligation to keep all complaints and investigations confidential to the utmost extent possible;
 - b. the fact that retaliation is a prohibited form of discrimination;
 - c. the College's prohibitions against retaliation, including those in its revised Title IX procedure(s);
 - d. examples of prohibited retaliation;
 - e. ways to avoid engaging in prohibited retaliation; and
 - f. the scope of the College's revised Title IX grievance procedures, to apply to complaints alleging any action that would be prohibited by Title IX, including, without limitation, retaliation.

REPORTING REQUIREMENT A: Within 60 days of this Agreement, the College will provide OCR its draft training materials; identify who will be providing the training, by name, title, and qualifications; and provide a list of personnel required to participate in the training, by name and title. The College will fully and promptly address any

comments by OCR and will continue to modify the training and materials until OCR issues its final approval.

REPORTING REQUIREMENT B: Within 60 days of OCR's approval, the College will provide documentation demonstrating that the training was provided and to whom (*e.g.*, a copy of the training sign-in sheets).

4. The College will promptly and equitably respond to all future incidents of alleged sex discrimination, including alleged sexual harassment, sexual violence, and retaliation.

REPORTING REQUIREMENT: By June 15, 2018 and January 15, 2019, the College will provide OCR, for OCR's approval, a list or table (preferably in Excel format) of all incidents of alleged sex discrimination of or by students, employees, or third parties, for the preceding semester(s). The list or table will include, without limitation, all reports to the Title IX Coordinator(s), including those deemed not to state a claim of sexual misconduct and those resolved by mediation; all reports under the Sexual Misconduct Policy; and all those filed pursuant to the employee dispute resolution procedure. The list or table will state: the name(s) of all individual(s) involved; the relationship of all individual(s) involved to the College (*e.g.*, student, employee, third party); the date(s) of the incident(s); the nature of the incident(s); and an explanation of the College's response. The College will also provide all material documents relating to all incidents. The College will fully and promptly address any comments by OCR, including requests for additional documents, and will continue to modify this reporting until OCR issues its final approval.

5. With respect to the Complainant in OCR Case No. 08-17-2248, the College agrees XXX.

REPORTING REQUIREMENT: Within 30 days of this Agreement, the College will provide, for OCR's approval, documentation that XXX. The College will fully and promptly address any comments by OCR and will continue to modify the documentation until OCR issues its final approval.

6. With respect to the Complainant in OCR Case No. 08-16-2101, the College will refund the Complainant the tuition and fees for her XXX class.

REPORTING REQUIREMENT: Within 30 days of this Agreement, the College will provide, for OCR's approval, documentation that it has provided this refund. The College will fully and promptly address any comments by OCR and will continue to modify the documentation until OCR issues its final approval.

The College understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the recipient understands that during the monitoring of the Agreement, if necessary, OCR may visit the recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the recipient has fulfilled the terms of the

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

The College 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 will give the recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/

Northwest College
By Stefani Hicswa, its President

May 4, 2018

Date