

RESOLUTION AGREEMENT

The University of Alaska System, on behalf of itself and each of its three universities (System), enters into this Resolution Agreement (Agreement) to resolve a compliance review (Reference

initial and ongoing training of the deputy coordinators. The training content will include the substantive requirements of Title IX and how to identify and investigate reports that allege sex discrimination, including sexual harassment and sexual violence.

- c) The coordinators will retain oversight and responsibility for providing information to students and employees regarding their Title IX rights and responsibilities, including but not limited to: the resources available to victims of sex discrimination on and off campus, the formal and informal resolution processes, the availability of interim measures, and the ability to file simultaneously a complaint with local law enforcement and a coordinator's Title IX office.
- d) The coordinators and deputy coordinators will not have other job responsibilities that create a conflict of interest with regard to their duties and responsibilities under Title IX.
- e) The coordinators will be responsible for coordinating communications with university police and local law enforcement regarding obligations under Title IX and for serving as a resource on Title IX issues.
- f) The coordinators will be responsible for coordinating the development and implementation of periodic assessments (including but not limited to surveys and focus groups) of campus climate with regard to sexual harassment and sexual violence.
- g) The coordinators will participate in the drafting and revision of the grievance policies and procedures that apply to complaints of sex discrimination and ensure that they comply with the requirements of Title IX.

Reporting Requirement: By September 1, 2017, and the same date thereafter in 2018, and 2019, the System will provide documentation of the System's compliance with Action Item A(1).

- 2. The System will designate a senior administrator (senior Title IX administrator) at the System office who will oversee efforts to comply with and carry out the System's responsibilities under Title IX, including the System's responses to all complaints involving possible sex discrimination. The senior Title IX administrator or a qualified designee will on a monthly basis review all formal and informal complaints of discrimination on the basis of sex (including sexual harassment, sexual assault, and sexual violence) and the actions taken in response by the System in order to identify any patterns or systemic problems; will participate in the drafting and revision of the grievance policies and procedures that apply to complaints of sex discrimination; and will take appropriate action to address any patterns or

including the name and qualifications of the employee designated as the senior Title IX administrator; and

- b) By December 30, 2017, and on the same date thereafter in 2018 and 2019, the System will provide a copy of each

- promptly resume the Title IX investigation as soon as notified by the law enforcement agency that it has completed the evidence gathering process;
20. provisions ensuring that students are notified, in writing, of the availability of interim measures to protect students during the investigation of possible sexual harassment and during any judicial process, including appeals (such as enforced no contact orders, changes in class schedules, counseling, other mental health services, academic assistance, the ability to retake or withdraw from courses without penalty, etc.); that the System will take steps to ensure, where possible, that such interim measures do not negatively impact the complainant; how interim measures may be requested; and finally, that the coordinator(s) (or other designated officials) will be responsible for ensuring the implementation of appropriate interim measures and coordinating the System's response with the appropriate offices on campus;
 21. an assurance that the System does not permit questioning or consider evidence of other sexual behavior if the danger of unfair prejudice, confusion of the issues, or unwarranted invasion of the privacy of any party outweighs its probative value, and that the System requires that a party seeking to admit such evidence apply for a ruling on the admissibility of such evidence;
 22. notice of potential remedies for complainants, including but not limited to tuition, housing, and other fee refunds, adjustment of academic schedules and coursework, and provision of academic, medical, and psychological support services;
 23. An explanation of how disciplinary actions, if any, relating to the complaint (e.g., underage drinking before a sexual assault) will be handled in the complaint procedure;
 24. notice of potential sanctions against perpetrators;
 25. notice of resources for counseling, advocacy and support;
 26. a provision requiring the System to promptly assess the risk, if any, an accused presents to a complainant and other students and to take appropriate measures in response to that assessment;
 27. provisions concerning students who are placed at entities outside of the System, as part of internships, clinical programs, or otherwise, that address how the System will respond and assure that the operator or sponsor of such other educational program or activity takes no action prohibited by Title IX, and will not facilitate, require, permit, or consider such participation if such action occurs and is not remedied;
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Reporting Requirement: Within 120 days of the execution of this Agreement, the System will provide documentation to OCR demonstrating that the System has provided the training referenced in Action Item D(1). The documentation will include the dates of the training, the name and qualifications of the trainer(s), a copy of any materials used or distributed during the training, and a list of the names and titles of the individuals who attended the training.

2. By May 1, 2017, each coordinator at each university, along with Residence Life, will develop a protocol for ensuring Residence Life staff report and refer complaints involving sex discrimination to the Title IX office within 24 hours. The System will ensure that training has been provided prior to the beginning of each academic year to all Residence Life staff about the existence of the Title IX office at each university and its jurisdiction over the investigation and resolution of complaints of sex discrimination, including sexual harassment and sexual violence.

Reporting Requirement: By September 1, 2017, the System will provide to OCR a copy of the protocol developed by each university. The System will also provide documentation to OCR demonstrating that the System has provided the training referenced in Action Item D(2), which will include a copy of any materials presented or distributed during the training, and written assurance from the System that the System has trained all Residence Life staff on the jurisdiction of the Title IX office over complaints involving sex discrimination, including sexual harassment and sexual violence.

3. By October 1, 2017, and annually thereafter, the System will provide training to all employees responsible for recognizing and reporting incidents of sexual discrimination (including but not limited to, Residence Life staff, campus police, faculty, administrators, counselors, general counsels, athletic coaches, and health personnel). The training will cover, at a minimum: the Procedures; the obligation of staff to report sexual discrimination, including sexual harassment involving other entities at which the System places students or employees; how to recognize and identify sexual discrimination, including sexual harassment and sexual violence and behaviors that may lead to and result in sexual violence; the various forms of sexual harassment, including cyber harassment; the System's responsibilities under Title IX to address allegations of sex discrimination; and the relevant resources available. The training should also include information on the complainant's option to request confidentiality and available confidential advocacy, counseling, or other support services; the complainant's right to both file a sexual harassment complaint with the System and report a crime to campus or local law enforcement; the attitudes of bystanders that may allow conduct to continue; appropriate methods for responding to a complainant who may have experienced sexual violence; and the impact of trauma on complainants who experience sexual violence.

Reporting Requirement: By December 30, 2017, and by the same date in 2018 and 2019, the System will provide documentation to OCR demonstrating that the System has provided the training referenced in Action Item D(3). The documentation will include, at a minimum, the dates of the training, the names and titles of the trainer(s), a copy of any

System's offices will be responsible for distributing the materials for general education purposes and upon receipt of a complaint of sex discrimination, including sexual harassment and sexual violence.

Action Item G: University-Based

Case 2: Assess what effects, if any, the complainant suffered as a consequence of the System's apparent failure to offer interim relief other than counseling and instead sanction

Case 13: Complete an investigation report of the May 2014 assault based on the evidence

Action Item L: Complaint Reviews

Resolving Disputes

The Parties agree that any dispute arising out of or in connection with this Agreement shall be referred to and resolved by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) as they may be amended, modified or supplemented from time to time. The arbitration shall be conducted in English. The seat of the arbitration shall be London, England. The arbitration shall be administered by the International Chamber of Commerce (ICC).

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals at London, England, on this 13th day of March 2011.

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