

## **RESOLUTION AGREEMENT**

### **I. INTRODUCTION**

Seattle University (University) enters into this agreement to resolve the allegations in complaints (Reference Nos. 10152145, 10152146, 10152147 and 10152148) filed with the U.S. Department of Education, Office for Civil Rights (OCR), under title IX of the Education Amendments of 1972 (Title IX).

### **II. GENERAL PROVISIONS**

- A. This agreement resolves the allegations in the above referenced OCR complaints and does not constitute an admission by the University of any violation of Title IX or any other law.
- B. OCR agrees to discontinue its investigation of the referenced OCR complaints based upon the University's commitment to take the actions specified in this agreement which, when fully implemented, will resolve the allegations in these cases.
- C. The University understands and acknowledges that, if it does not fully implement this agreement, OCR will take appropriate measures within its authority to effect compliance and that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this agreement, OCR shall give the university written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.
- D. The University understands that by signing this agreement, it agrees to provide OCR data and other information in a timely manner. Further, the University understands that during the monitoring of this agreement, OCR may visit the University's campus or place of business, 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 of this agreement and is in compliance with the regulation implementing Title IX, at 34 C.F.R. 106.31, which was at issue in these cases.
- E. The University understands that OCR will not close the monitoring of this agreement until OCR determines that the university has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title IX at 34 C.F.R. 106.31.

### III. RESOLUTION PROVISIONS

#### A. University Written Guidance on Non-Discrimination and Significant Assistance

1. By January 29, 2016, the University will adopt written guidance, consistent with the requirements of Title IX, stating that it will not provide significant assistance to any program, agency or organization that unlawfully discriminates against students or participants on the basis of sex. For the purposes of this agreement, the term “significant assistance” is defined as the creation of a substantial relationship between the University and another entity such that the activity can be fairly considered the University’s activity. The factors to be evaluated in determining this issue include, but are not limited to:
  - a. direct or indirect financial support provided by the University;
  - b. provision of tangible resources such as staff, facilities, and/or materials at no cost or reduced cost;
  - c. intangible benefits such as the lending of recognition and approval;
  - d. selectively providing privileges and resources to the other entity; and
  - e. whether the relationship is occasional and temporary or permanent and long-term.
2. The written guidance will specify that, in order to receive significant assistance from the University, a program, agency or organization must ensure that:
  - a. students, participants, employees or members are not subjected to unlawful discrimination on the basis of sex in the operation and activities of the program, agency or organization; and
  - b. the activities of the program, agency or organization provide substantially equal opportunities for both male and female participants, consistent with the requirements of Title IX.

B. Notice

1. Within 60 days after OCR's approval of the written guidance developed pursuant to Section III.A of the agreement, the University will (i) issue notice of the written guidance to all programs, agencies, organizations or entities currently receiving significant assistance from the University; the notice will also be provided to relevant University staff involved in such activities; and (ii) submit documentation to OCR demonstrating that it has provided this notice.
2. The University agrees to provide written notice of the written guidance to any program, agency or organization to which the University plans to provide significant assistance. The University also agrees to incorporate the requirements of the written guidance into future contracts and memoranda of understanding with relevant programs, agencies or organizations associated with the University.

C. Case-Specific Remedies

1. By December 18, 2015, the University shall determine whether it will continue to provide significant assistance, as defined in this agreement, to the Seattle Expand Your Horizons (SEYH) program.
2. By January 15, 2016, if the University decides that it will not continue to provide significant assistance to the SEYH program, the University will notify OCR of its decision and provide documentation demonstrating the actions taken by the University to immediately terminate significant assistance. If the University's documentation indicates, to OCR's satisfaction, that the University does not provide significant assistance to the SEYH program, the University will have no further obligations with regard to section III.C.3, relating to case-specific remedies.
3. By January 15, 2016, if the University elects to continue to provide significant assistance to the SEYH program, the University will notify OCR of its decision and of its intent to take steps delineated in section III.C.4, below, in consultation with OCR, to ensure that SEYH is in compliance with the written guidance developed by the University under section III. A of this agreement.

4. By January 29, 2016, if the University elects to continue to provide significant assistance to the SEYH program, the University will: (a) review the current practices of the SEYH program (including promotional and registration materials) to ensure that the practices and materials do not exclude or discourage individuals from participation in the SEYH program based on sex, deny them benefits of the SEYH program, or otherwise subject them to discrimination on the basis of sex; and (b) request enrollment and registration records for the SEYH program conducted in March of 2015; and (c) if enrollment and registration records were maintained by the SEYH and those records are provided to the University, the University will review those records to determine whether individuals were impermissibly excluded or discouraged from participation in the SEYH program on the basis of sex.
5. If the University determines, in consultation with OCR pursuant to section III.C.3, that any current practices of the SEYH program or any enrollment, registration or other information obtained from the SEYH program raise any concerns that the program excludes, discourages or otherwise denies individuals from participation in the SEYH program based on sex, the University will work with the SEYH program to correct the concerns that were identified. If the SEYH program fails to correct the identified practices to the satisfaction of the University or OCR within 30 days of such notice, the University will immediately terminate significant assistance to the program.
6. To the extent that the University's review demonstrates, to OCR's satisfaction, that it does not aid or perpetuate discrimination against any person by providing significant assistance to the SEYH program as an organization that discriminates on the basis of sex, the University will have no further obligation pursuant to this agreement.

#### **IV. REPORTING PROVISIONS**

- A. By January 29, 2016, the University will provide OCR a copy of its written guidance, which was developed pursuant to section III.A.1 and 2 of the agreement, for OCR's review and approval.
- B. Within 60 days of receiving OCR's approval of the written guidance, the University will provide OCR with documentation of the following, pursuant to section III.B.1 and 2 of the agreement:
  - 1. Documentation regarding the steps taken by the University to provide the written guidance to agencies, organizations or entities currently receiving significant assistance from the University and to relevant University staff involved in such activities; and
  - 2. The process that the University has put into place for providing the written guidance to any program, agency or organization to which the University plans to provide significant assistance, including incorporating the written guidance into future contracts and memoranda of understanding with relevant programs, agencies or organizations associated with the University.
- C. By January 15, 2016, pursuant to section III.C.1 and 2 of the agreement, the University will notify OCR with a written report regarding its decision whether to continue to provide significant assistance to the SEYH program. If the University decides that it will not continue to provide significant assistance, the report will include documentation demonstrating the actions taken by the University to immediately terminate significant assistance.
- D. By February 15, 2016, if the University determines that it will continue to provide significant assistance to the SEYH program under section III.C.3 of the agreement, the University will provide OCR with a written report detailing its review of the practices and promotional and registration materials of the SEYH program, the response from the SEYH program to its request for enrollment and registration records, the results of its review, and the steps it will take to ensure that the SEYH program does not discriminate on the basis of sex, pursuant to section III.C.4 of this agreement.
- E. Within 30 days of receiving OCR's approval of the University's review of the SEYH materials under section III.C.4 of this agreement, the University will provide OCR with a written report detailing the steps taken by the SEYH program to correct its practices, including the documentation provided by SEYH to the University demonstrating the modified practices.

**SEATTLE UNIVERSITY**

**Approved as to form**

By: \_\_\_\_\_/S/\_\_\_\_\_  
Isiaah Crawford, Ph.D.  
Its Provost

By: \_\_\_\_\_/S/\_\_\_\_\_  
Mary S. Petersen  
Its Vice President and University Counsel

Date: November 19, 2015

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