



## **Title IX Grievance Procedure Agreement Regarding the Dissemination of Evidence**

This Title IX Grievance Procedure Agreement Regarding the Dissemination of Evidence (the “Agreement”) is made and entered into as of the date below by \_\_\_\_\_ (print name) (hereinafter, “I”) in connection with the following matter: \_\_\_\_\_ (the “Case”).

This Agreement governs access to evidence in this Case as specifically provided in the 2020 U.S. Department of Education Final Rule on Title IX of the Education Amendments of 1972 (the “Regulations”), 85 Fed. Reg. 30026 (May 19, 2020) and in accordance with the Seton Hall University Title IX Grievance Procedure.

### **A. General Provisions**

I understand that the parties named in this Case (i.e., the complainant(s) and respondent(s)) (collectively, the “Parties”) are not prohibited from generally discussing *the allegations* under investigation with a parent, friend or other source of emotional support, or with an advocacy organization, nor otherwise prohibited from speaking with their designated advisors of choice (the “Advisors”) about the facts and evidence of this Case. However, I understand and agree that the Parties may not discuss information that *does not consist of* the allegations under investigation, including evidence related to the allegations that has been collected and exchanged between the Parties and their Advisors during the investigation, and the investigative report summarizing relevant evidence sent to the Parties and their Advisors (collectively, such information shall be referred to as the “Relevant Records”). I further understand and acknowledge the confidential and private nature of the Relevant Records and agree to hold and keep the same confidential as provided in this Agreement, and agree to observe the obligations in this Agreement.

### **B. Parties are Responsible for their Advisors’ Conduct**

I understand and agree that the Parties are responsible for themselves and their Advisors, as well as anyone who has access to their and their Advisors’ computers or other devices that may be used to access the Relevant Records.

### **C. Waiver of Disclosure to Advisors**

I understand and acknowledge that, by default, access to the Relevant Records will be shared separately with Parties and with their Advisors, who have been designated by the Parties in writing. I understand that any Party who does not want the Relevant Records shared with their Advisor must indicate such request in writing to the Title IX Coordinator. I further understand that if a Party makes such a request, that Party may not re-share or re-disclose any Relevant Records to their Advisor or any other person.

#### **D. Evidence Sharing Process**

I understand that the University will provide access to the Relevant Records prior to the Hearing and acknowledge that such information is protected by federal privacy laws (including FERPA) and New Jersey law where applicable. I understand and agree that the University has the authority to strictly limit re-disclosure of such information, and require that Parties and Advisors access and use the records only and strictly for the purposes delineated in accordance with the federal Regulations. I understand that access to the Relevant Records will be provided via [Microsoft Teams]. I understand and agree that I am prohibited from printing, copying, taking photos or videos of the screen, recording a reading of any the information contained in the Relevant Records, or otherwise using analog or technological methods, known or unknown, to capture any content contained in the Relevant Records. I further understand that I may request the University provide paper copies of the Relevant Records at the Hearing, which may be utilized by Parties and Advisors.

#### **E. Security and Confidentiality Protocols**

I understand and agree to maintain a password and/or other security on any device that I am using to access the Relevant Records, and that I will not re-share or re-disclose any content contained in the Relevant Records, the password or the security process and/or links used to access the Relevant Records to any person including, but not limited to, family, friends, those with whom I live, witnesses, and other Parties and Advisors, as applicable. I further understand and agree that I will not physically share the space I review the Relevant Records with any other person with the limited exception that Advisors may physically share the space looking at the Relevant Records with other persons in their professional capacity who are assisting them in preparing for their role as an Advisor in this Case (for example, an Associate in a law firm). I understand and acknowledge that the Parties are responsible for the conduct of any person or persons who access the Relevant Records alongside their Advisors.

#### **F. Disability Accommodations**

I understand that if a Party or Advisor discloses a disability recognized under the Americans with Disabilities Act (“ADA”) or New Jersey law that requires a different method of providing access to the Relevant Records, the University will work with that Party or Advisor to provide access to the Relevant Records, provided that the same rules on access, sharing, and re-disclosure shall apply. I understand that I may contact Toni Hindsman, Title IX Coordinator, to disclose a disability and request accommodations. I also understand and agree that any such disclosure and accommodation request must be made on a timely basis. I further understand and acknowledge that the University, as a reasonable accommodation, will agree to short delays in scheduling to ensure access because of a recognized disability, but that such delays must not be used as a tactic to deceptively delay the proceedings.

#### **G. Discipline and Sanctions for Violations of the Agreement**

I understand and acknowledge that I can be disciplined by the University for violating this Agreement. I further understand and acknowledge that if I am serving in an Advisor role, I may be barred from continuing to serve as an Advisor and barred from participating as an Advisor in subsequent matters. I understand and agree that, in the event a Party violates this Agreement by disclosing information contained in the Relevant Records, the Hearing Officer may draw an adverse inference as to that Party’s credibility in making a determination regarding responsibility.



For Advisors, I understand that evidence of any violation(s) of this Agreement will be gathered by the Title IX Coordinator, Dean of Students, or a designee of either, and presented to either the Vice President of Student Services for cases involving students, Associate Vice President of Human Resources for cases involving staff and administrators, and the Office of the Provost for cases involving faculty, as applicable. I understand that the Advisor may provide an explanation or alternative evidence in writing for consideration within fifteen (15) calendar days of receipt of a notice of a charge of re-disclosure or improper access to records in violation of the Title IX Grievance Procedure and this Agreement. I understand that Advisors have no right to a live hearing, oral testimony, or cross-examination as it relates to any alleged violation of this Agreement. I understand that such evidence shall be considered under a preponderance of the evidence standard, and a finding shall be subsequently issued in writing and disseminated to all Parties and Advisors (if there is a current case pending) within thirty (30) days of the alleged violation, unless extended for good cause. I understand that if a violation is found, a sanction will be issued against the Advisor, and that sanctions for intentional conduct are more severe than those for negligent conduct. I also understand and acknowledge that there is no appeal of this finding. In the event that an Advisor is barred permanently or for a defined time period from serving in the role as Advisor in the future, I understand the Advisor may request a review of that sanction from the appropriate University administrator no earlier than three-hundred and sixty-five (365) days after the date of the findings letter.

**H. Survival**

I understand this Agreement shall survive any amendments to or withdrawal of the Regulations and/or any amendments to or withdrawal of University policy. I further understand that this Agreement is binding and may not be revoked after I execute it.

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Signature (or electronic signature)

\_\_\_\_\_  
Role (Party or Advisor)

\_\_\_\_\_  
Case Name

\_\_\_\_\_  
Date

**Effective Date: February 10, 2022**