**Hillsborough Community College Agreement Regarding Evidence Disclosed in a Title IX Investigation or Hearing**

This Agreement is made between the Hillsborough Community College (HCC) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is a Party/Advisor in Case \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Agreement governs access to evidence as specifically provided in the 2020 U.S. Department of Education Final Rule on Title IX of the Education Amendments of 1972 (Regulations), 85 Fed. Reg. 30026 (May 19, 2020). The Title IX Grievance Process is developed and enforced according to HCC obligations under the U.S. Department of Education’s Final Title IX Rule of May 19, 2020.

The Agreement does not prohibit the Parties from generally discussing the allegations under investigation with a parent, friend, or other source of emotional support, or with an advocacy organization, or prohibit the Parties from speaking with their Advisor about the facts and evidence of this case.

However, this Agreement clarifies that the Parties may not discuss information except for 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, or the investigative report summarizing relevant evidence sent to the Parties and their Advisors.

This Agreement shall survive any amendments to or withdrawal of the Title IX Final Rule and/or any amendments to or withdrawal of HCC policy. It is binding upon heirs and assigns. And it may not be revoked.

**Parties are Responsible for their Advisors’ Conduct**

Parties are responsible for themselves, their Advisor, anyone who has access to their computers or other devices that may be used to access the evidence and records covered by this case, and anyone who has access to their Advisor’s computers or other devices that may be used to access the evidence and records covered by this case. Penalties for violations, whether knowing or negligent, include sanctions under other provisions of the Code of Conduct, and for advisors, ineligibility for a term or permanent ineligibility to serve as an Advisor in future cases.

In addition to these sanctions, where a party violates this Agreement by disclosing confidential records obtained in the course of the investigation or hearing, the Decision-maker may draw an adverse inference as to that party’s credibility regarding responsibility should such disclosure demonstrate the party’s consciousness of responsibility.

The rules and standards apply equally to all Parties and their Advisors regardless of sex, gender, or other protected class, and regardless of whether they are in the role of Complainant or Respondent.

**Waiver of Disclosure to Advisors**

By default, access to records will be shared separately with Parties and Advisors who have been designated in writing by the Party. If the Party DOES NOT want the records shared with their Advisor (as allowed under the Regulations), they must indicate such request in writing to the Title IX Coordinator. If the Party does so request, they may not re-share or re-disclose the records to their Advisor or any other person.

**Evidence Sharing Process**

Pursuant to the Regulations, HCC is required to provide access to the Investigation Report and Evidence prior to the Grievance Hearing. These records will be provided pursuant to the Regulations but these records are protected by federal and state privacy laws (including FERPA and others). As permitted by the Regulations, HCC will strictly limit re-disclosure and will require that Parties and Advisors access and use the records is strictly for the purposes delineated in the Regulations and the HCC Grievance process.

Parties and Advisors are prohibited from printing, copying, taking photos or videos of the screen, audio or video recording a reading of the material, or otherwise using analog or technological methods, known or unknown to capture the content of the records.

Upon request, HCC shall provide paper copies of the records at a Grievance Hearing which may be utilized by Parties and Advisors.

**Security and Confidentiality Protocols**

By signing below, the Party or Advisor is agreeing that they will maintain a password or other security on any device that they are using to access the records, and that they will not re-share or re-disclose access to the records or their password or security process used to access the records to any person, including family, friends, those with whom they live, witnesses, other parties, or their Advisor/Advisee. Each Party and Advisor shall receive a separate link and links should not be re-shared or forwarded to anyone.

Further, Parties and Advisors agree that they will not physically share the space for review with any other person with the limited exception that Advisors may physically share the space looking at the records with other persons in their professional capacity who are assisting them in preparing for their role as an Advisor in this case. The Advisor, and the Party are responsible for that additional person or persons who access the content alongside the Advisor.

**Disability Accommodations**

If a Party or Advisor discloses a disability under the Americans with Disabilities Act (ADA) that requires a different method of providing access to the records in place, HCC will work with that Party or Advisor to provide access to the records but the same rules on access, sharing, and re-disclosure shall apply. Parties or Advisors may contact the Title IX Coordinator to disclose a disability and request accommodations. Disclosures and requests must be made timely. HCC will agree to short delays to ensure access for a covered disability, but this must not be used as a tactic for delay of the proceedings.

**Discipline and Sanctions for Violations of the Agreement**

If HCC learns of a re-disclosure, charges may be filed under the Student Code of Conduct or HCC Administrative Policies and Procedures for Parties, and HCC may permanently or temporarily bar an Advisor from serving in that role.

For Advisors, evidence of violation(s) of this Agreement will be gathered by the Title IX Coordinator. The Advisor accused may provide an explanation or alternative evidence in writing for consideration by the Chief Diversity Officer. Such evidence or explanation is due within fifteen (15) calendar days of receipt of a notice of a charge of re-disclosure or improper access to records. There shall be no right to a live hearing, oral testimony, or cross-examination. The Chief Diversity Officer will issue a finding in writing and may include a Sanction determined in conjunction with the Executive Director of Human Resources. There is no appeal of this finding.

 In the event that an Advisor is barred permanently or for a term from serving in the role as Advisor in the future, they may request a review from the Chief Diversity Officer no earlier than three-hundred and sixty-five (365) days after the date of the findings letter.

Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_