



Hackensack Meridian  
School of Medicine

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Governance

## Title IX Policy and Grievance Procedure

# Title IX Policy and Grievance Procedure

## 1. Background

Hackensack Meridian School of Medicine (the "School") is a standalone institution of professional education, presently a candidate for accreditation with the Middle States Commission on Higher Education and preliminarily accredited by the Liaison Committee on Medical Education with its own OPEID with the federal Department of Education and a recipient of Title IV federal financial aid. As such, the School is subject to Title IX of the Education Amendments of 1972 (Title IX).

On May 19, 2020, the United States Department of Education issued final regulations under Title IX Final Rule, 85 Fed. Reg. 30026 ("Final Rule"), that specify how institutions of higher education, including the School, must respond to allegations of sexual harassment in Education Program and Activity consistent with Title IX's prohibition against sex discrimination. The regulations require schools to respond promptly and supportively to persons alleged to be victimized by sexual harassment, resolve allegations promptly and equitably under a predictable, fair grievance process that provides due process protections for alleged victims and alleged perpetrators and effectively implement remedies for victims. The full text of the Final Rule and the Preamble are available at: [Federal Register/Vol. 85, No. 97/Tuesday, May 19, 2020/Rules and Regulations](https://www.federalregister.gov/2020/05/19/rules-and-regulations).

## 2. Policy Statement & Commitment

The School is committed to quality medical education, research, and service in a diverse, inclusive, and welcoming environment that is safe, secure, and free of discrimination on the basis of sex, including sexual harassment, sexual violence, domestic violence, dating violence, and stalking. By raising awareness and educating our students, faculty, staff, administrators and community about sexual misconduct and responding appropriately to allegations of sexual misconduct, including diligently

investigating Formal Complaints of Covered Sexual Harassment, the School will enhance the training, education, and practice of all clinicians and students that is essential to ensuring the highest quality healthcare outcomes for all populations.

In accordance with Title IX, the School will respond promptly, and in a manner that is not deliberately indifferent meaning not clearly unreasonable in light of the known circumstances, when it has actual knowledge of sexual misconduct prohibited by Title IX. Actual knowledge means notice of allegations of Covered Sexual Harassment to the School's Title IX Coordinator or to any School official who has the authority to institute corrective measures on behalf of the School. The School is committed to responding appropriately to all forms of sexual harassment. Reports of misconduct that do not fall within the definition of Covered Sexual Harassment prohibited by Title IX may be addressed under other applicable School policies and/or the code of conduct.

### 3. Effective Date

The Title IX Policy and Grievance Procedure ("Title IX Policy") applies to all reports and/or Formal Complaints of alleged Covered Sexual Harassment (as defined below) provided to the Title IX Coordinator on or after August 14, 2020. Complaints provided before August 14, 2020, but not resolved by that date, will be investigated, and adjudicated according to the Title IX Policy, to the extent practicable, as determined by the Title IX Coordinator.

### 4. Scope

All members of the School community.

### 5. Fairness and Equity in Application of the Title IX Policy

The requirements and protections of the Title IX Policy apply equally regardless of sex, sexual orientation, gender identity, gender expression, age, race, nationality, class status, religion, disability, or other protected classes covered by Federal or state law. All requirements are fairly and equitably provided to individuals regardless of such status or status as a Complainant, Respondent, or Witness. Individuals who wish to file a complaint about the School's Title IX Policy may contact the Department of Education's Office for Civil Rights using contact information available at [https://ocrcas.ed.gov/contact-ocr?field\\_state\\_value=675](https://ocrcas.ed.gov/contact-ocr?field_state_value=675).

### 6. Definitions

For the purposes of the Title IX Policy and Procedure, the following terms and definitions apply:

- A. "Covered Sexual Harassment" is any conduct on the basis of sex that constitutes one or more of the following:
  - 1. "Quid Pro Quo Sexual Harassment" is when an employee, faculty member, administrator or staff person, conditions a person's education benefits on participation in unwelcome sexual conduct;

2. "Unwelcome Conduct" is conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity;
3. "Sexual Assault" (as defined in the Clery Act) includes any sexual act directed against another person, without the Consent of the victim, as well as instances where the victim is incapable of giving Consent.
4. "Dating Violence"(as defined in the Violence Against Women Act amendments to the Clery Act) includes any violence committed by a person: (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the parties involved in the relationship.
5. "Domestic Violence" (as defined in the Violence Against Women Act amendments to the Clery Act), includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the laws of the State of New Jersey domestic or family violence laws or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of New Jersey.
6. "Stalking" (as defined in the Violence Against Women Act amendments to the Clery Act) means the engagement in a course of conduct directed at a specific person that would cause a reasonable person to (a) fear for their safety or the safety of others; or (b) suffer substantial emotion distress.

Conduct that does not fall within the above definitions may still be prohibited under the School's other policies and/or the applicable *Code of Conduct*.

- B. "Consent" means the clear and unambiguous knowing and voluntary agreement between the participants to engage in particular sexual activity. Consent must be demonstrated through mutually understandable words or actions clearly indicating a willingness to engage in that activity. Consent will be determined objectively from the standpoint of a reasonable person in the position of the Respondent.

In understanding Consent, the following principles apply:

1. A sexual interaction is considered consensual when the participants willingly and knowingly engage in the particular sexual activity.
2. Consent may be communicated by words or actions as long as those words or actions clearly express a willingness to engage in the particular sexual activity. If there is uncertainty or confusion, the participants should stop and clarify each person's willingness to engage in the particular sexual activity.
3. Consent should be continually assessed and may be withdrawn at any time.
4. Silence or the absence of resistance does not constitute Consent.

5. Consent to one particular sexual activity does not mean Consent to other forms of sexual activity. A prior relationship or prior Consent to particular sexual activity does not extend Consent to the same or different sexual activity. .
  6. Consent to engage in sexual activity with one person does not constitute Consent to engage in sexual activity with another person.
  7. Consent cannot be provided by a person who is asleep, unconscious, or otherwise incapacitated. The use of alcohol or drugs does not justify or excuse behavior that violates the Title IX Policy or attribute blame to the victim of sexual misconduct.
  8. Under NJ law, an individual under age 16 cannot legally Consent to engage in sexual activity. An individual under age 18 cannot legally Consent to engage in sexual activity with an individual that has duty of care to that individual. Individuals with a "duty to care" include parents, relatives, doctors and those in any type of formal supervisory role.
  9. Consent cannot be achieved through coercion or force. Coercion means exerting unreasonable pressure to engage in sexual activity, such as manipulation and threats. Ignoring objections or resistance is a form of coercion. Force means physical violence or exerting strength in order to engage in sexual activity or to overcome resistance.
  10. Incapacitation exists when an individual is unable to make a rational informed decision because that individual does not have the capacity to understand. An individual can be incapacitated because of, for example, mental or physical impairment, sleep, drugs and/or alcohol, involuntary physical restraint, or unconsciousness.
- C. "Complainant" means any individual who has reported being or is alleged to be the victim of Covered Sexual Harassment.
- D. "Respondent" means any individual who has been reported or alleged to have engaged in conduct that could constitute Covered Sexual Harassment.
- E. "Parties" means the Complainant(s) and Respondent(s) in a particular case and "Party" means either the Complainant or Respondent, as applicable.
- F. "Education Program or Activity" means locations, events, or circumstances over which the School exercises substantial control over both the Respondent and the context in which the Covered Sexual Harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the School. This may include, but is not limited to, conduct that occurs in one of the following:
1. Any on-campus facility, property, or building owned or controlled by the School;
  2. Any off-campus site that the School has substantial control over;
  3. Buildings or property owned or controlled by a student organization; or
  4. Activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operation of the School's educational program and activity over which the School has substantial control.

- G. "Formal Complaint " is a document, including an electronic document, alleging that a Respondent committed Covered Sexual Harassment within the School's Education Program and Activity and requesting initiation of the Procedure in the Title IX Policy. The Formal Complaint must be signed by the Complainant or some other indication that the Complainant is the person filing the Formal Complaint or may be signed by the Title IX Coordinator. At the time of the filing of the Formal Complaint , the Complainant must be participating in or attempting to participate in the School's education programs or activities of the School with which the Formal Complaint is filed. The Complainant cannot file a Formal Complaint anonymously.

The identity of the Respondent is not necessary to file a Formal Complaint . The School still must investigate because the investigation might reveal the Respondent's identity.

- H. "Relevant Evidence and Questions" means evidence and questions that tend to make an allegation of Covered Sexual Harassment more or less likely to be true. Relevant Evidence and Questions do not include the following types of evidence and questions, which are deemed "irrelevant" at all stages of the Procedure described in the Title IX Policy:
1. Evidence and questions about the Complainant's sexual predisposition or prior sexual behavior unless:
    - a. They are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or
    - b. They concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove Consent.
    - c. Evidence and questions that constitute, or seek disclosure of, information protected under a legally recognized privilege. Legally recognized privileges include but are not limited to physician/healthcare provider-patient privilege, priest-penitent, attorney-client.
    - d. Any Party's medical, psychological, and similar records unless the Party has given voluntary, written consent.
  - I. "Support Person" means an individual of either Party's choosing selected to provide support and assistance throughout the Title IX process. Either Party may be accompanied by a Support Person to any meeting or hearing to which the Party is eligible or required to attend. A Support Person cannot represent the Party during any investigatory meeting/interview or proceeding and cannot address an investigator/decision-maker unless granted permission by the investigator/decision-maker.

## 7. General Principles

- A. **Advisor of Choice and Participation of Advisor of Choice.** The School will provide the Complainant and Respondent with equal access to an Advisor of Choice ("Advisor") and Support Person. Any restrictions on an Advisor or Support Person will be applied equally. Except where explicitly provided in the Title IX Policy, the School expects the Parties to participate directly in the process and not through a third party. The Parties have a right to select an Advisor of their choosing to conduct cross-examination at the hearing. The Advisor may, but is not required, to be an attorney. The Advisor is not

prohibited from having a conflict of interest or bias in favor of or against Complainants or Respondents in general or for or against a specific Party in a particular matter. The Advisor is also not prohibited from being a witness in the matter. Complainants and Respondents may be accompanied by their Advisor to a meeting or interview that they are eligible or required to attend. The Advisor is not an advocate and cannot represent the Party at the meeting, interview, or hearing, unless otherwise granted permission. The Advisor is required to conduct any cross-examination at the hearing. The Parties can choose to have their Support Person serve as their Advisor or may select an additional individual to serve as their Advisor. If a Party does not select an Advisor for this purpose or the Advisor does not conduct cross-examination, the School will provide that Party with an Advisor for the sole purpose of conducting cross-examination at the hearing.

- B. **Disability Accommodations.** The Title IX Policy does not alter any of the School's obligations under Federal disability laws, including the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. The Parties may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator at any point before or during the Title IX Policy Grievance Procedure ("Procedure") that do not fundamentally alter the Procedure. The Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the Parties, even where the Parties may be receiving accommodations in the School's Educational Program and Activity.
- C. **Conflicts of Interest or Bias.** Any individual participating as an investigator, hearing decision-maker and appeal decision-maker must disclose to the Title IX Coordinator any potential or actual conflicts of interest or bias. If a Party believes that any individual participating in any of these roles has a potential or actual conflict of interest or bias, they should notify the Title IX Coordinator in writing setting forth the basis for the belief, within three (3) calendar days after being notified of that individual's appointment. The Title IX Coordinator will decide whether a conflict of interest or bias exists, take appropriate responsive action, and notify the Parties, in writing, of the determination and action taken.
- D. **Retaliation.** Retaliation is prohibited. Neither the School nor any other person may intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any Title IX right or privilege or because an individual has made a report, complaint or Formal Complaint, testified, assisted, or participated or refused to participate, in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion or discrimination, including charges against an individual for the codes of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Covered Sexual Harassment, for the purposes of interfering with any Title IX right or privilege, constitute retaliation.
- Retaliation may take many forms, including abuse, violence, threats, or intimidation. Any individual or group (not just the Parties) can be responsible for retaliation. Retaliation is an offense, separate and apart from the underlying report or complaint, and will be adjudicated independently from the underlying matter. Complaints regarding retaliation will be processed in accordance with the HMM and SOM's policies on *Harassment, Non-Discrimination, and Non-Retaliation/Retribution for Reporting; Conscientious Employee Protection Act*.
- E. **Timeframe.** The Title IX Policy does not limit the time for submitting a report or Formal Complaint alleging Covered Sexual Harassment. It is important to understand, however, that the School's ability to investigate and respond effectively may be negatively impacted with the

passage of time. The School is committed to resolve every report and Formal Complaint in a fair, impartial, and timely manner.

The timeframe for the School's Procedure under the Title IX Policy begins with the submission of a Formal Complaint. The Procedure will conclude not later than ninety (90) calendar days after the submission of the Formal Complaint, except that the Procedure may be extended for good reason as set forth in the Title IX Policy, including but not limited to the absence of a Party or a Party's Advisor of Choice or witness, concurrent Law Enforcement activity, or the need for accommodations for disabilities or language translation.

Unless Law Enforcement requests a temporary delay, the School's Procedure for responding to, investigating and adjudicating allegations of Covered Sexual Harassment in the Formal Complaint will continue during any Law Enforcement or civil proceeding.

F. **Extensions of Time and Delays.** Upon reasonable notice, each Party may request a temporary extension of time or delay of the Procedure for good reason, provided that the extension or delay does not overly inconvenience the Parties and delay the Procedure. The IX Coordinator, in the exercise of sole discretion, may grant or deny such request and will provide prompt written notice to the Parties of the decision.

G. **Training.** The School will ensure that the Title IX Coordinator(s), investigators, decision-makers, and any person who facilitates an Informal Resolution defined below receives appropriate training on the following subjects: definition of Covered Sexual Harassment; the scope of the School's Education Program and Activity; how to conduct an investigation and grievance procedure including hearings, appeals, and Informal Resolution processes; and, how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. In addition, the School will ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including rape shield laws and when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators will receive training on issues of relevance to create an Investigation Report that fairly summarizes relevant evidence.

Any training materials will be free of sex stereotypes and will promote impartial investigations and adjudications of Formal Complaints of Covered Sexual Harassment.

H. **Confidentiality Compared to Privacy.** The School respects the sensitive nature of all matters falling within the scope of the Title IX Policy and is committed to limiting disclosure of information as much as possible within the requirements of Title IX. Specifically, except as may be permitted by the Family Education and Privacy Act ("FERPA") and Title IX, the School will not disclose the identities of individuals who made a report or complaint of Covered Sexual Harassment, Complainants, Respondents, and/or witnesses.

It is important to understand the distinction between confidentiality and privacy under the Title IX Policy. Confidentiality refers to the ability of certain individuals acting in certain capacities not to report alleged crimes and/or violations of the Title IX Policy to state and/or local police departments or the prosecutor's office ("Law Enforcement") and/or School officials without permission, except for extreme circumstances such as a health and/or safety emergency or child abuse. In general, these individuals are referred to as "Confidential Resources," and are not obligated to share any personally identifying information (such as names of reporters or victims) with the Title IX Coordinator, Law Enforcement or other School officials. Confiding in them will not trigger an investigation under the Title IX Policy. Clergy, healthcare providers, and

counselors may be considered Confidential Resources who can provide information and assistance to individuals, without any duty to report to the School's Title IX Coordinator. The School supports and conducts events that raise public awareness of prohibited conduct. Disclosures of prohibited conduct by students, employees, or others at such events are not considered reports that School employees would be required to report to the Title IX Coordinator.

In addition, there is no duty to report information received through a person's participation in a Hackensack Meridian Health Institutional Review Board approved human subjects research protocol, except as otherwise required by School policy or law.

Privacy refers to School officials not identified as Confidential Resources and who do have a responsibility/duty to notify the Title IX Coordinator upon receipt of a report of alleged Covered Sexual Harassment. The Title IX Coordinator, campus security, the School's executive officers, including the dean, as well as all associate and assistant deans are School officials with authority to institute corrective action and are designated as "Private Resources" with a duty to report.

Individuals may choose to report prohibited conduct to campus security and/or Law Enforcement. Campus security is trained to assist victims of sexual assault, domestic violence, dating violence and stalking and may assist any student, employee, or individual in reporting to Law Enforcement. The School will cooperate with all Law Enforcement.

Law Enforcement and campus security do not determine whether a violation of the Title IX Policy has occurred. Campus security and the School cannot provide legal advice.

- I. **Designation of School Offices and Employees.** Throughout the Title IX Policy, the School offices and employees who will typically perform certain roles or duties are identified. The School, however, reserves the right to designate other School offices and employees to perform any role or duty as may be necessary to effectuate the purposes of the Title IX Policy.
- J. **Recordkeeping.** The School shall maintain, for a period of seven (7) years, records of the following:
  1. Any sexual harassment investigation, including any Determination of Responsibility, and any required recording or transcript, as well as any sanction imposed on the Respondent, and any remedies provided to the Complainant;
  2. Any appeal and its result;
  3. Any Informal Resolution and its result; and,
  4. All materials used to train the Title IX Coordinator(s), investigators, decision-makers, and facilitators of Informal Resolution with regard to Covered Sexual Harassment. These training materials will be available upon request for inspection by members of the public.The School shall also create and maintain for a period of seven (7) years any actions, including Supportive Measures defined below, it has taken, or requested and not taken, in response to a report or Formal Complaint of Covered Sexual Harassment, as well as document the bases for its conclusions and that it has taken measures designed to preserve access to the School's Education Program or Activity. If the Title IX Coordinator has decided to initiate the grievance Procedure when the Complainant does not wish to participate, the School will document why doing so is not deliberately indifferent.

- K. **Reporting of Crime and Disciplinary Statistics.** The federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the “Clery Act”) requires the School to record and report certain information about campus safety, including the number of incidents of certain crimes on or near campus, some of which also constitute prohibited conduct under the Title IX Policy. Some employees who receive reports of prohibited conduct under the Title IX Policy, including some who may be otherwise considered Confidential Resources are required by the Clery Act to notify the School’s campus security about such incidents for statistical reporting purposes. These notifications minimally include the classification and location of the reported crime, but do not always identify the individuals involved. The Clery Act also requires the School to issue a “timely warning” when it receives a report of certain crimes that pose a serious or continuing threat. The School’s Annual Security Report is available at <https://www.hmsom.org/wp-content/uploads/2021/10/IHSC-HMSOM202110.4.21.pdf>.
- L. **Records Disclosure.** Disciplinary proceedings conducted by the School are subject to the FERPA, a federal law governing the privacy of student information. In general, FERPA limits the School’s disclosure of student information outside the School without the student’s consent, but it does permit the disclosure of student disciplinary information without a student’s consent in certain circumstances. For example, Title IX requires that the School disclose to the Complainant whether or not it found that Covered Sexual Harassment occurred, any sanctions imposed on the Respondent that directly relate to the Complainant, any steps the School has taken to eliminate a hostile environment caused by the Respondent’s actions and to prevent recurrence. FERPA specifically allows schools to disclose to alleged victims of violence, including sexual violence, the final results of any school disciplinary proceeding involved in the offense. Records may also be subject to lawful subpoena or other compulsory legal process. Additional information about FERPA can be found at <https://www.hmsom.org/student-affairs/family-educational-rights-and-privacy-act-ferpa/>.
- M. **Amendments.** The School may amend the Title IX Policy from time to time. Nothing in this Policy shall affect the inherent authority of the School to take such actions as it deems appropriate to further its educational mission or to protect the safety and security of the School community.
- N. **Revocation by Operation of Law.** If any provision of the Final Rule is stayed or determined to be invalid or otherwise withdrawn, then those invalidated provisions will be deemed simultaneously revoked for matters pending under the Title IX Policy. Allegations in those pending matters will be handled in accordance with the HMM and SOM’s policies on *Harassment, Non-Discrimination, and Non-Retaliation/Retribution for Reporting; Conscientious Employee Protection Act*.
- O. **Consolidation of Complaints.** The School reserves the right to consolidate Formal Complaints alleging Covered Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations arise out of the same facts or circumstances.

## 8. Appointment, Authority, and Role of Title IX Coordinator

The School has appointed a Title IX Coordinator, who has the authority and responsibility to oversee the

administration of the Title IX Policy in a fair and equitable manner. The Title IX Coordinator is:

**Name:** Diane E. Russo, M.A.

**Title:** Title IX Coordinator

**Office Address:** 123 Metro Blvd., Room 4240, Nutley, New Jersey 07110

**Email Address:** Diane.Russo@hmhn.org

**Office Telephone Number:** 862-660-5124

**Cell Phone Number:** 862-485-4914

The Title IX Coordinator may not have a conflict of interest or bias. If a Party believes that the Title IX Coordinator has a potential or actual conflict of interest or bias, they should promptly notify the Senior Associate Dean of Student Wellbeing in writing setting forth the basis for the belief. The Senior Associate Dean of Student Wellbeing will decide whether a conflict of interest or bias exists, take appropriate responsive action, and notify the Parties, in writing, of the determination and action taken.

## 9. Reporting Covered Sexual Harassment

The School strongly encourages all members of the community to report instances and allegations of Covered Sexual Harassment to the Title IX Coordinator as soon as possible. Any person may make a report of Covered Sexual Harassment (whether or not the person reporting is the person alleged to be the victim of the Covered Sexual Harassment) in person, by mail or email, by telephone, using the contact information listed for the Title IX Coordinator, or by any other mean that results in the Title IX Coordinator receiving the person's verbal or written report. Contact information for the School's Title IX Coordinator is:

**Name:** Diane E. Russo, M.A.

**Title:** Title IX Coordinator

**Office Address:** 123 Metro Blvd., Room 4240, Nutley, New Jersey 07110

**Email Address:** Diane.Russo@hmhn.org

**Office Telephone Number:** 862-660-5124

**Cell Phone Number:** 862-485-4914

A report may be made at any time, including non-school hours, by using the mailing or emailing address, or telephone number listed for the Title IX Coordinator.

Upon receipt of a report by the Title IX Coordinator or a School official with authority to institute corrective measures, the School will respond in way that is not deliberately indifferent. Specifically, the Title IX Coordinator or designee will notify the Complainant of the availability of Supportive Measures (with or without the submission of a Formal Complaint ) and the option of filing a Formal Complaint

under the Title IX Policy, as well as any other steps deemed necessary or appropriate.

All School employees who are designated as Private Resources or are otherwise authorized to institute corrective action are required to notify the Title IX Coordinator upon receipt of a report of alleged Covered Sexual Harassment.

A. **Supportive Measures.** Supportive Measures are non-disciplinary and non-punitive individualized services offered as appropriate, and without fee or charge to any Party, before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. For Supportive Measures, the Complainant's identity may remain confidential from the Respondent to the extent possible while implementing the Supportive Measures. Supportive Measures are intended to restore or preserve equal access to the School's Education Program and Activity without unreasonably burdening the other Party, to protect the safety of the Parties and the School community. The following are some examples of Supportive Measures:

1. Counselling
2. Extensions of deadlines or other course-related adjustments
3. Modification of work or class schedules
4. Campus escorts
5. Mutual restrictions on contact between the Parties (no contact orders)
6. Changes in work or housing location
7. Leave of absence
8. Increased security and monitoring of certain areas of campus.

Any decision regarding Supporting Measures shall be made by the Title IX Coordinator in consultation with appropriate School officials and the Party requesting them. Failure to comply with Supportive Measures may constitute a violation of the student or employee code of conduct and subject the individual to disciplinary action.

B. **Emergency Removal and Administrative Leave.**

The School retains the authority to remove a student Respondent from the School's Education Program and Activity on an emergency basis, where the School undertakes an individualized safety and risk analysis and determines that an immediate threat to the health and safety of any person justifies such action.

The student Respondent will be given prompt notice and an opportunity to challenge the School's emergency action.

The School has the authority to place an employee Respondent on administrative leave at any point during the pendency of the matter under the Title IX Policy. Certain classifications of employees have a right to notice and challenge the School's emergency action.

C. **Submitting a Formal Complaint.** To submit a Formal Complaint, a Complainant must provide the Title IX Coordinator with a written, signed document describing the facts allegedly constituting Covered Sexual Harassment. When submitting a Formal Complaint under the Title IX Policy, a Complainant must be currently participating in, or attempting to participate in, the Education Program or Activity of the School, which may include participation as student,

employee or third party. All other Complainants should refer to the HMH and SOM's policies on *Harassment, Non-Discrimination, and Non-Retaliation/Retribution for Reporting; Conscientious Employee Protection Act*.

A Complainant may not want to submit a Formal Complaint; however, the Title IX Coordinator may determine that a Formal Complaint is necessary in order for the School to respond to the reported conduct of which it has actual knowledge in a way that is not deliberately indifferent. If the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator will provide prompt written notice to the reporter/complainant. The reporter/complainant will continue to receive written notices under the Title IX Policy but is not required to participate in the Procedure. The reporter/complainant is entitled to receive Supportive Measures without filing a Formal Complaint. Nothing in the Title IX Policy prevents a reporter/complainant from seeking the assistance of Law Enforcement in addition to availing themselves of the School's Procedure. Any person may meet with any Confidential Resource to ask questions about the Title IX Policy or the Procedure before deciding to file a Formal Complaint .

If the Title IX Coordinator receives a report from a third party other than the Complainant, the Title IX Coordinator will promptly notify the alleged victim in writing. The Title IX Coordinator will meet with the alleged victim to discuss the Title IX Policy, Procedure, and available options and resources on and off-campus.

A Formal Complaint must be signed by the Complainant or by the Title I Coordinator to Initiate the Procedure under the Title IX Policy. A signed Formal Complaint is necessary to initiate an investigation under the Title IX Policy.

- D. **Notice of Allegations.** The Title IX Coordinator will provide written Notice of the Allegations set forth in the Formal Complaint to the Parties. Such notice will be provided as soon as practicable, but no more than five (5) calendar days following the School's receipt of the Formal Complaint, absent extenuating circumstances. The Parties will be notified via their hmhn.org email account. The School will provide sufficient time for the Parties to review the Notice of Allegations and prepare a response before any initial interview.
- E. **Contents of the Notice of Allegations.** The Notice of Allegations will contain the following:
1. A copy of the Title IX Policy, either electronic or hard copy.
  2. The allegations potentially constituting Covered Sexual Harassment with sufficient details known at the time of the Notice, such as the identities of the Parties, the conduct alleged and the date and time of the conduct.
  3. A statement that the Respondent is presumed not responsible for the alleged Covered Sexual Harassment and that Determination Regarding Responsibility is made at the conclusion of the grievance Procedure.
  4. A statement that the Parties may have an Advisor of their choice, who may be, but is not required to be, an attorney.
  5. A statement that before the conclusion of the investigation, the Parties may inspect and review evidence obtained as part of the investigation that is directly related to the allegations made in the Formal Complaint , including the evidence the School does not intend to rely upon in reaching a Determination Regarding Responsibility , and evidence that both tends to prove or disprove the allegations, whether obtained

from a Party or other source.

6. A statement that anyone who knowingly makes a false accusation will be subject to appropriate action, which may include discipline up to and including expulsion from the School or termination of employment.
- F. **Ongoing Notice.** If in the course of any investigation, the School decides to investigate allegations that are not included in the initial Notice of Allegation and are otherwise Covered Sexual Harassment falling within the Title IX Policy, the Title IX Coordinator will issue an updated Notice of Allegations to notify the Parties of the additional allegations being investigated. The Parties will be provided sufficient time to review the additional allegations to prepare a response before any initial interview regarding those additional allegations.
- G. **Determining Jurisdiction.** The Procedure will apply when, in the reasonable judgment of the Title IX Coordinator, the following elements are met:
1. The alleged conduct, if substantiated, would constitute Covered Sexual Harassment under the Policy;
  2. The conduct is alleged to have occurred in the United States; and,
  3. The conduct is alleged to have occurred in the School's Education Program or Activity.

If these elements are met, the School will investigate the allegations in accordance with the Procedure set forth in the Title IX Policy.

Following review of the Formal Complaint and after providing Notice of Allegations to the Parties, the Title IX Coordinator may determine that the Formal Complaint or allegations in the Formal Complaint must or should be dismissed and accordingly will promptly issue a written Notice of Dismissal simultaneously to the Parties.

- H. **Mandatory Dismissal of Formal Complaint.** The Title IX Coordinator or designee shall dismiss the Formal Complaint if one of the elements required to establish jurisdiction is not met and notify the Parties of the dismissal in writing. Any Party may appeal this determination as provided under this Policy.
- I. **Discretionary Dismissal of Formal Complaint.** In the exercise of discretion, the Title IX Coordinator may dismiss a Formal Complaint or allegations in the Formal Complaint, at any time during the investigation or hearing, if:
1. Complainant notifies the Title IX Coordinator in writing that Complainant would like to withdraw the Formal Complaint or any allegations in the Formal Complaint;
  2. Respondent is no longer enrolled at or employed by the School; or
  3. If specific circumstances prevent the School from gathering evidence sufficient to reach a determination regarding the Formal Complaint or allegations in the Formal Complaint.

Any Party may appeal this determination as provided under the Title IX Policy.

- J. **Notice of Dismissal.** The Title IX Coordinator, upon reaching a determination that the Formal Complaint or any allegations in the Formal Complaint will be dismissed, will promptly send

written notice of the dismissal, including the reason for the dismissal, simultaneously to the Parties through their School email accounts. The School reserves the right to review the dismissed allegations under its *Policy against Discrimination, Harassment, and Retaliation* and will promptly notify the Parties of such a review in accordance with that policy.

- K. **Allegations within the Scope of Two Different Policies.** If the alleged conduct, if substantiated, constitutes Covered Sexual Harassment, as well as conduct that does not constitute Covered Sexual Harassment but conduct that falls within the HMM and SOM's policies on *Harassment, Non-Discrimination, and Non-Retaliation/Retribution for Reporting; Conscientious Employee Protection Act* and/or the codes of conduct, then the Procedure under the Title IX Policy will be utilized to resolve all allegations.
- L. **Notice of Meetings, Interviews, and Hearings.** The School will provide, to any individual whose participation is expected at a meeting, interview, and/or hearing, written notice of the date, time, location, participants and purposes of the meeting, interview, and/or hearing, with sufficient time for the Party to prepare.

## 10. Informal Resolution

Some matters may lend themselves to resolution without an investigation and/or hearing. An Informal Resolution process is available in all matters, except where a School employee is alleged to have committed Covered Sexual Harassment against a student. In addition, the School may not condition enrollment, employment, or any other right on the waiver of an investigation and/or adjudication of a Formal Complaint for Covered Sexual Harassment.

At any time prior to reaching a Determination Regarding Responsibility, the School may facilitate an Informal Resolution. A Formal Complaint must be filed in order to proceed with an Informal Resolution. A Complainant may request an Informal Resolution when submitting the Formal Complaint. In addition, at any time prior to reaching a Determination Regarding Responsibility, either Party may request to stay the investigation and attempt an Informal Resolution.

Upon a Party's request to attempt an Informal Resolution, the Title IX Coordinator will review the matter and determine whether an Informal Resolution is appropriate. The Parties' voluntary written Consent, together with the agreement of the Title IX Coordinator, is required to pursue an Informal Resolution. The School will provide written notice to the Parties setting forth: the allegations of Covered Sexual Harassment; the requirements of the Informal Resolution process including the circumstances under which it precludes the Parties from resuming a Formal Complaint arising from the same allegations provided, however, that at any time prior to agreeing to a resolution, any Party has the right to withdraw from the Informal Resolution process and resume the grievance Procedure with respect to the Formal Complaint; and, any consequences resulting from participating in the Informal Resolution process, including the records that will be maintained or could be shared.

The Title IX Coordinator must approve any resolution achieved in the Informal Resolution to ensure consistency and compliance with the School's Title IX obligations. The resolution must be memorialized in a written Informal Resolution Agreement signed by the Parties and the Title IX Coordinator. Upon execution of the Informal Resolution Agreement, the Procedure will be concluded and the matter will be

closed. The Parties will be provided with a fully executed copy of the Informal Resolution Agreement. A Party's failure to comply with the Informal Resolution Agreement may result in a violation of the code of conduct or other applicable School policies.

# 11. Investigation.

## A. General Rules

1. The Parties and all persons involved will be treated with dignity and respect.
2. After the issuance of the Notice of Allegations, an investigator assigned by the Title IX Coordinator will conduct a thorough and fair investigation of the Covered Sexual Harassment allegations in a reasonably prompt timeframe.
3. The burden of proof and gathering of evidence rests on the School, not the Parties. The Parties are not required to participate in the Investigation and are not otherwise required to share their account of the conduct that is the subject of the Investigation.
4. The School cannot access, consider, or disclose medical records without the written consent of the individual to whom they belong or to whom they refer.
5. The Parties will have equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence, meaning evidence that tends to prove or disprove the allegations.
6. A specially trained investigator(s) will be assigned to investigate the allegations of Covered Sexual Harassment in the Formal Complaint. The investigation will include interviewing the Complainant, Respondent, and witnesses, and gathering relevant evidence directly related to the Formal Complaint. The Title IX Coordinator will communicate regularly with the investigator(s) to ensure the investigation is thorough, impartial, and fair, and that the Parties are updated throughout the Procedure, including receiving notice of meetings and interviews.

- B. Inspection and Review of Evidence.** Prior to the completion of the investigation, the Parties will have an equal opportunity to review and respond to the evidence obtained through the investigation that directly relates to the allegations of Covered Sexual Harassment in the Formal Complaint. The purpose of the inspection and review process is to allow the Parties to meaningful respond to the evidence prior to the conclusion of the investigation.

Evidence that will be available for inspection and review by the Parties will be any evidence that is directly related to the allegations of Covered Sexual Harassment in the Formal Complaint. It will include:

1. Evidence that is relevant, even if that evidence is not eventually relied upon by the School in making a Determination Regarding Responsibility; and
2. Inculpatory or exculpatory evidence (meaning evidence that tends to prove or disprove the allegations) that is directly related to the allegations, whether obtained from a Party or another source.

All Parties must submit any evidence they would like the investigator to consider prior to when the Parties' time to inspect and review evidence begins. Prior to the

inspection and review of evidence, the Parties and their respective advisors must sign an agreement not to disseminate or otherwise distribute, photograph or otherwise copy, or use such evidence provided or heard during the hearing for any purposes unrelated to the Procedure. The signed agreement may not be subsequently withdrawn by a Party.

The School will send the evidence made available for each Party's Advisor to inspect and review. The School, in its sole discretion, will determine the means and format in which the evidence will be made available and any restrictions or limitations on access.

Unless the time is otherwise extended, the Parties will have ten (10) calendar days to inspect and review the evidence and submit a written response by email to the investigator. If a Party does not provide the investigator with a response within the allotted time, it will be assumed that the Party has reviewed all of the evidence and chose not to respond. The investigator will consider the Parties' written responses before completing the Investigation Report.

The School will provide copies of each Party's written response to the evidence to the other Party and Advisor.

The evidence subject to inspection and review will be available at any hearing, including for the purposes of cross-examination.

- C. **Investigation Report.** At the conclusion of the investigation, the investigator will prepare an Investigation Report that fairly summarizes the relevant evidence. Only relevant evidence (including both inculpatory and exculpatory – tending to prove or disprove the allegations) will be referenced in the Investigation Report. The Investigation Report is not intended to catalog all evidence obtained by the investigator, but only to provide a fair summary of the relevant evidence. The Investigation Report may include a timeline of the matter and summarize relevant supporting documentation. The Report may also include the investigator's assessment of individual credibility. The investigator may redact irrelevant information from the Investigation Report when that information is contained in relevant documents and evidence. The Investigation Report will be provided to the Parties at least ten (10) calendar days prior to the hearing in an electronic format or hard copy, for each Party's review and written response.

Any information or evidence deemed irrelevant will be maintained as part of the file and securely stored but will not be included in the Investigation Report.

## 12. Hearing

The School will not issue a disciplinary sanction arising from any allegation of Covered Sexual Harassment without hold a live hearing. The Parties cannot waive the right to a live hearing although they can decline to participate.

- A. **Live Hearing.** Live Hearings are not public. The only individuals permitted to participate in the live hearing are the Parties, the hearing decision-maker(s); the Parties' Advisors of Choice; the

Parties' Support Persons; witnesses; and a School staff member to manage logistical and technical aspects of the hearing. All participants at the Live Hearing are expected to behave in a civil and appropriate manner. All participants are required to comply with the Guidelines of Decorum. A participant's failure to abide by the Guidelines of Decorum may result in their removal from the hearing.

Participation in the live hearing is voluntary. The School will proceed with the live hearing in the absence of any Party and may reach a Determination Regarding Responsibility in their absence, including through evidence gathered that does not constitute a "statement" by that Party. The School will not threaten, coerce, intimidate, or discriminate against a Party in an attempt to secure that Party's participation in the live hearing. The hearing decision-maker cannot draw an inference about the Determination Regarding Responsibility based solely on a Party's (or witness's) absence from the live hearing or refusal to answer cross-examination or other questions.

If a Party does not submit to cross-examination, the hearing decision-maker cannot rely on any prior statements made by that Party in reaching a Determination Regarding Responsibility, but may reach a Determination Regarding Responsibility based on evidence that does not constitute a "statement" by that Party.

- B. Live Hearing Procedures.** For live hearings conducted under the Procedure, the following live hearing procedures apply:
1. The hearing decision-maker will convene the hearing and establish guidelines and expectations for the live hearing, including Guidelines of Decorum;
  2. The Live Hearing may be conducted with the Parties physically present in the same geographic location or at the School's discretion, any or all Parties, the witnesses, and other participants may appear at the Live Hearing virtually through Zoom Video Conferencing Platform or such other platforms that are available to all Parties. This technology will enable the participants to see and hear each other. The School, at its discretion, may delay or adjourn a Live Hearing based on technology issues not within a Party's control;
  3. The Parties will be given the opportunity to present an opening statement;
  4. The decision-maker will ask questions of the Parties and witnesses;
  5. The Parties will be given the opportunity for live cross-examination after the decision-maker conducts the initial round of questioning. During cross-examination, the decision-maker will have the authority to pause cross-examination at any time for the purposes of asking the decision-maker's own follow-up questions and at any time necessary in order to enforce the Guidelines of Decorum.
    - a. The Parties are not allowed to conduct cross-examination themselves. Each Party's Advisor will conduct live cross-examination of the other Party or witnesses. During the live cross-examination, the Advisor will ask the other Party and witnesses relevant questions and follow-up questions, including those questions challenging credibility directly, orally, and in real time.
    - b. A Party's Advisor may appear and conduct cross-examination in the

absence if the Party.

6. If a Party does not choose an Advisor, the School will select an Advisor to serve in this role for the limited purpose of conducting cross-examination during the live hearing at no fee or charge to that Party.
  7. Before any cross-examination question is answered, the decision-maker will determine if the question is relevant and briefly explain the decision. Cross-examination questions that are not relevant or duplicative of those already asked, including those asked by the decision-maker, may be disallowed by the decision-maker.
  8. Should a Party or the Party's Advisor choose not to cross-examine a Party or witness, the Party shall affirmatively waive cross-examination through a written or oral statement to the decision-maker. A Party's waiver of cross-examination does not eliminate the ability of the decision-maker to use statements made by that Party.
  9. The School, in its discretion, may determine that multiple sessions or a continuance, i.e., a pause in the hearing until a later time or date, is needed to complete a live hearing. If so, the School will notify all participants, try to accommodate their schedules, and complete the hearing as promptly as possible.
- C. **Live Hearing Decision-Maker.** The Live Hearing Decision-Maker will consist of a single decision-maker who, in the sole discretion of the School, may be employed by the School or retained by the School as an independent third-party decision-maker. The Live Hearing Decision-Maker shall not have served as the Title IX Coordinator, investigator, or Advisor of Choice to any Party in the matter and may not serve as the decision-maker on appeal. The Live Hearing Decision-Maker shall not have a conflict of interest or bias in favor of or against Complainants or Respondents generally, or in favor or against the Parties in a particular matter. The Live Hearing Decision-Maker will be trained on topics including how to serve impartially, issues of relevance, how to apply the rape shield protections provided for Complainants, maintaining the Guidelines of Decorum at the hearing and any technology to be used at the hearing.

The hearing decision-maker will make the Determination Regarding Responsibility and sanctions.

- D. **Witnesses.** Witnesses cannot be compelled to testify at the live hearing and have the right not to participate free from retaliation. Witnesses are excluded from the hearing during the testimony of the Parties and other witnesses. Witnesses are required to abide by the Guidelines of Decorum.
- E. **Newly Discovered Evidence.** As a general rule, no new evidence or witnesses may be submitted during the live hearing. If a Party identifies new evidence or witnesses that were not reasonably available prior to the live hearing and could affect the outcome of the matter, the Party may request that such evidence or witnesses be considered at the live hearing. The decision-maker will consider the request and make a determination regarding whether such evidence or witness testimony was actually unavailable by reasonable effort prior to the live hearing and whether such evidence or witness testimony could affect the outcome of the matter. The Party offering the newly discovered evidence has the burden of establishing these questions by the preponderance of the evidence standard of proof. If the decision-maker

answers in the affirmative to both questions, then the Parties will be granted a reasonable pause in the live hearing to review the evidence and/or prepare for questioning of the witness.

- F. **Record of Hearing.** An audio or audiovisual record, or transcript, of the hearing shall be created and available for review by the Parties within ten (10) calendar days following the completion of the hearing, unless there are extenuating circumstances. A copy of the audio and audiovisual records or transcript will not be provided to the Parties or their Advisors.

## 13. Determination Regarding Responsibility

- A. **Standard of Proof.** The School uses the preponderance of the evidence standard of proof for investigations and Determinations Regarding Responsibility for allegations of Covered Sexual Harassment in Formal Complaints filed under the Title IX Policy. This means determining that a fact is more likely than not to be true and that a violation of the Title IX Policy is more likely than not to have occurred. The School has the burden of gathering evidence and satisfying the burden or standard of proof.
- B. **General Considerations for Evaluating Evidence and Testimony.** While the opportunity for cross-examination is required in all Title IX hearings, determinations regarding responsibility may be based in part, or entirely, on written audiovisual, and digital evidence, as warranted in the reasoned judgment of the hearing decision-maker.

Decision-makers shall not draw inferences regarding the credibility of a Party or witness based on the Party's or witness's status as a Complainant, Respondent, or witness, or shall the judgment be based on stereotypes about how a Party or witness would or should act under the circumstances.

Generally, credibility judgments should rest on the demeanor of the Party or witness, the plausibility of their testimony, the consistency of their testimony, and its reliability in light of corroborating or conflicting testimony or evidence. Credibility judgments should not rest on whether a Party's or witness's testimony is non-linear or incomplete, or if the Party or witness is exhibiting stress or anxiety.

The decision-maker will afford the highest weight relative to other testimony to first-hand testimony by the Parties and witnesses regarding their own memory of specific facts that occurred. Both inculpatory and exculpatory evidence (i.e., tending to prove or disprove the allegations) will be weighed in equal fashion.

Except where specifically prohibited by the Title IX Policy, a witness's testimony regarding third-party knowledge of the facts at issue will be allowed, but will generally be afforded lower weight relative to the testimony of fact witnesses.

Where a party's or witness's conduct or statements demonstrate that the Party or witness is engaging in retaliatory conduct, including but not limited to witness tampering and intimidation, the decision-maker may draw an adverse inference as to the credibility of that Party or witness.

The School will allow the Parties to call expert witnesses for direct and cross-examination. While the expert witness will be allowed to testify and be cross-examined, the decision-maker

will afford lower weight to non-factual testimony of the expert relative to fact witnesses, and any expert testimony that is not directed to the specific facts of the matter will be afforded lower weight relative to the fact witnesses, regardless of whether the expert witness testimony is the subject of cross-examination and regardless of whether all parties present expert witnesses.

The School will allow the Parties to call character witnesses for direct and cross-examination. While character witnesses will be allowed to testify and be cross-examined as required by the Final Rule, the decision-maker will afford very low weight to any non-factual character testimony of any witness.

The School will admit and allow testimony regarding polygraph tests (i.e., lie detector tests) and other evidence that are outside standard use in academic and non-academic conduct processes. While the processes and testimony will be permitted and subject to cross-examination by the Advisors, the decision-maker will afford lower weight to such evidence relative to the testimony of fact witnesses.

- C. **Components of the Determination Regarding Responsibility.** The written Determination Regarding Responsibility will be issued simultaneously to the Parties through their School email, or other reasonable means as may be necessary. The Determination will include:
1. Identification of the allegations potentially constituting Covered Sexual Harassment;
  2. A description of the procedural steps taken from the submission of the Formal Complaint through the determination, including any notifications to the Parties, interviews with the Parties and witnesses, site visits, and methods used to gather other evidence and hearings held;
  3. Findings of facts supporting the determination;
  4. Conclusions regarding which section of the School's Code of Conduct the Respondent violated and disciplinary sanctions and remedies;
  5. For each allegation:
    - a. A statement of, and rationale for, a Determination Regarding Responsibility;
    - b. A statement of, and rationale for, any disciplinary sanctions the School imposes on the Respondent;
    - c. A statement of, and rationale for, any remedies designed to restore or preserve equal access to the School's Education Program and Activity that will be provided by the School to the Complainant; and,
    - d. The School's Procedure and the permitted reasons for an appeal under the Procedure, including contact information.
- D. **Timing of Determination Regarding Responsibility.** If there are no extenuating circumstances, the Determination Regarding Responsibility will be issued by the School within ten (10) calendar days following completion of the hearing or if access to the record of the hearing is requested then ten (10) calendar days from when access to the record of the hearing is provided.
- E. **Sanctions and Remedies (to be included in the written Determination Regarding**

**Responsibility).** If a Respondent is found to have violated the Title IX Policy, the Live Hearing Decision-Maker will confer with the appropriate School officials regarding sanctions and remedies. Sanction and remedies will be included in the written Determination Regarding Responsibility.

Sanctions will take into consideration the seriousness of the Respondent's misconduct as compared to similar cases in the past, as well as the Respondent's previous disciplinary record, if any, together with the School's values and principles. Remedies, which may include Supportive Measures, will be designed to restore, or preserve equal access to, the School's Education Program or Activity.

The hearing decision-maker will impose sanctions that are fair under the facts of the case, consistent with sanctions imposed in prior similar cases and adequate to protect the safety of the School community.

In determining appropriate sanctions and remedies, the hearing decision-maker will confer with others as follows:

If the Respondent is an undergraduate medical student found responsible for violating the Title IX Policy, the hearing decision-maker will confer with the Title IX Coordinator, Associate Dean of Student Affairs and Wellbeing and the Chair of the Student Performance Review Committee ("SPRC"). In the event that any of these individuals is unavailable, an appropriately trained School official will be substituted.

If the Respondent is a faculty member appointed by the Dean of the School found responsible for violating the Title IX Policy, the hearing decision-maker will confer with the Title IX Coordinator, the Dean, the Associate Dean of Faculty, and the School's designated human resources official. In the event that any of these individuals is unavailable, an appropriately trained official will be substituted.

If the Respondent is an employee found responsible for violating the Title IX policy, the hearing decision-maker will confer with the Title IX Coordinator and the School's designated Human Resources official, as well as the appropriate School administrator. In the event that any of these individuals is unavailable, an appropriately trained official will be substituted.

Sanctions and remedies will be subject to appeal under this Title IX Policy.

The range of sanctions under the Title IX Policy include but are not limited to a reprimand, restitution, no-contact order, revised schedule, suspension, expulsion and termination of appointment or employment. Sanctions for students, faculty and/or employees will be consistent with the terms of applicable School policies regarding students, faculty, and employees.

## 14. Appeals

A Party may appeal:

- A. The dismissal of a Formal Complaint or any of the included allegations and/or

## B. Determination Regarding Responsibility.

To appeal, a Party must submit their written appeal within five (5) calendar days of being notified of the determination, including the grounds for appeal. The grounds for an appeal are limited to the following:

1. Procedural irregularity that affected the outcome of the matter (e.g., the School's failure to follow its Title IX Procedure);
2. New evidence that was not reasonably available at the time the Determination Regarding Responsibility or dismissal was made that could affect the outcome of the matter;
3. The Title IX Coordinator, investigator(s) or decision-maker(s) had a conflict of interest or bias for or against an individual Party, or for or against Complainants or Respondents in general, that affected the outcome of the matter.

If a Party appeals, the School will, as soon as practicable, notify the other Party in writing of the appeal, however, the time for appeal shall be offered equitably to the Parties and shall not be extended for any Party solely because the other Party filed an appeal. The non-appealing Party may submit a written response within five (5) calendar days after notice of an appeal. If both the Complainant and Respondent appeal, the appeals will be consolidated.

Appeals, and written responses thereto, may be no longer than five (5) letter size (8 ½ x 11) pages, including attachments. Appeals, and written responses thereto, should be submitted in electronic form, using 12point font, and single-spaced. Appeals and written responses that do not meet these standards may be returned to the Party for correction, but the time for appeal will not be extended unless there is evidence that technical malfunction caused the appeal document not to meet these standards.

The submission of an appeal stays any sanctions during the pendency of the appeal. Supportive measures remain available while the appeal is pending.

In preparation of the appeal, the transcript or recording of the hearing will be made available to the Parties. The decision-maker on appeal may solicit written clarification on the appeal. Appeal will be decided by a decision-making person that will be free of conflicts of interest and bias, and will not have served as the Title IX Coordinator, investigator, or hearing decision-maker in the same matter.

The outcome of the appeal will be provided in writing simultaneously to the Parties and will include the rationale for the decision on the appeal. The person or body deciding the appeal will use best efforts to render a decision within ten (10) calendar days of receipt of the appeal.

- C. **Finality of Decision.** The Decision is final either on the date that the School provides the Parties with the written determination of the result of the appeal, if an appeal is filed in accordance with this Policy or, if an appeal is not filed, the date on which the opportunity to appeal expires.

# 15. Related Links, References, Attachments

The School may amend the Title IX Policy from time to time. As the relevant policies noted below may also require amendments, it is important to confer with the School's appointed Title IX Coordinator who is responsible for overseeing the administration of the Title IX Policy for consistency and to minimize the risk of non-compliance with applicable laws and regulations.

## LIST OF RELATED POLICIES

Code of Conduct - <https://hmh.policystat.com/policy/6962256/latest>

General Grievance Policy - <https://hmh-som.policystat.com/policy/10899759/latest/>

Harassment Policy - <https://hmh.policystat.com/policy/8640565/latest>

Non-Discrimination Policy - <https://hmh.policystat.com/policy/10176374/latest/>

Non-Retaliation/Retribution for Reporting; Conscientious Employee Protection Act (CEPA) - <https://hmh.policystat.com/policy/11386567/latest>

Preventing Student Mistreatment and Promoting a Positive Learning Environment - <https://hmh-som.policystat.com/policy/10112274/latest/>

Student Code of Academic and Professional Integrity - <https://hmh-som.policystat.com/policy/10277029/latest/>

Adapted in part from the Title IX policies of Rutgers University, Stevens Institute of Technology, and Seton Hall University.

## Approval Signatures

Step Description	Approver	Date
Dean	Jeffrey Boscamp: SVP Sch of Med Dvlpmnt Co-CAO	06/2022
Dean of SAW	Laurie Sullivan: Assoc Dean Stdnt Affairs Well	05/2022