



INSTITUTIONAL COMPLIANCE SOLUTIONS

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Institutional Compliance Solutions

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PARALLEL RESPONSE TO TITLE IX AND CRIMINAL MATTERS

Intermediate



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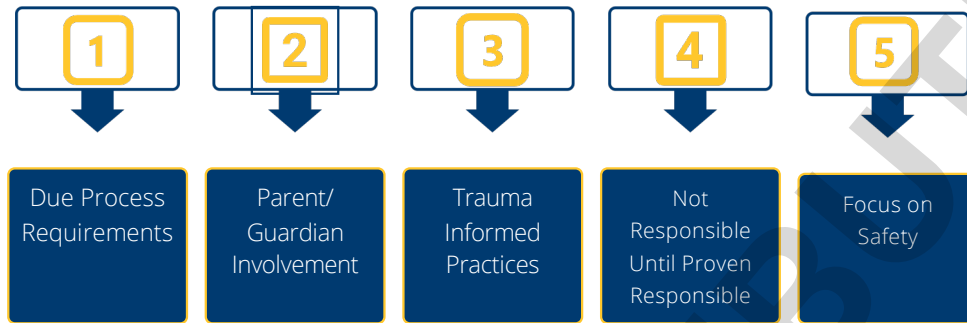
APPROPRIATE FOR:

- ✓ Title IX Coordinators
- ✓ Deputy Title IX Coordinators
- ✓ Student Affairs Professionals
- ✓ Compliance Professionals
- ✓ SROs and Campus Law Enforcement



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WHAT'S THE SAME?



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WHAT'S DIFFERENT?



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LANGUAGE MATTERS



- Trial– Hearing
- Crime– Violation
- Guilty– Responsible
- Judge/Jury– Decision-Maker
- Victim– Complainant
- Defendant– Respondent
- Beyond Reasonable Doubt–
Preponderance/Clear and Convincing



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LAW ENFORCEMENT RELATED DELAYS

(Short-Term)



"[C]oncurrent law enforcement activity may constitute good cause for short-term delays or extensions of a recipient's designated time frames..."

P. 896 of the preamble



Purpose: "helps recipients navigate situations where a recipient is expected to meet its Title IX obligations while intersecting with criminal investigations that involve the same facts and parties."

P. 896 of the preamble



Example: concurrent law enforcement investigation uncovers evidence that the police plan to release on a specific time frame and that evidence would likely be material... the recipient may have good cause for a temporary delay or limited extension of its grievance process in order to allow that evidence to be included as part of the Title IX investigation.

P. 896-97 of the preamble



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WHAT CAN YOU SHARE?

LIMITS UNDER FERPA:

✓ Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records.

✓ Generally, schools must have written permission from the student or parent (K-12 under 18) to release information from the student's education record.

⚠ Exceptions

- Judicial Order/Subpoena
- Directory Information
- Health and Safety
- Internal Need to Know

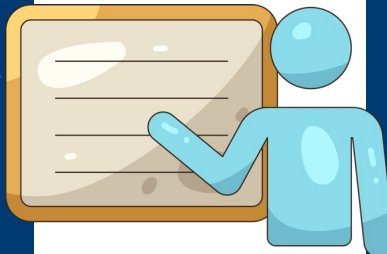


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MANAGE EXPECTATIONS

Of Parties, Parents/Guardians, and Advisors

Explain the differences to the parties, their parents/guardians and advisors.



They will be confused about the similarities and differences and why they have to deal with multiple entities/individual.



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PROACTIVELY DEVELOP A RELATIONSHIP WITH LAW ENFORCEMENT



Campus Police, School
Resource Officers



Local Police Departments



District Attorney's Office



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INTRODUCE YOUR TITLE IX TEAM



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EXPLAIN THE TITLE IX REGULATIONS:

Your Requirements to Respond Once on Notice

Notice Requirements (Notice of Investigation and Meetings), Formal Complaint, Investigation, Review Periods

Supportive Measures, Advisors, Parent/Guardian Rights, Emergency Removal

Q & A Process, Appeals, Manifestation Hearings



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MOST IMPORTANTLY...

Keep Moving!



Stay in Your Lane



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CONGRATULATIONS!!



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