



Sexual Misconduct Policy 2025-2026

Introduction

Eastern University seeks to foster and maintain a safe community of mutual respect and concern for all of its members. The University expects all members of the Eastern community to conduct themselves in a manner consistent with its published policies, including but not limited to the Eastern University Mission Statement and its Core Values, the Student Code of Conduct, the Employee Handbook, and this Sexual Misconduct Policy. Sexual misconduct, including sexual harassment and sexual violence, is prohibited and will not be tolerated in any form. These acts constitute the deepest affront to Eastern standards, and the University is committed to addressing and preventing sexual misconduct within its community through the application of the University's Sexual Misconduct Policy (hereafter "Policy").

Title IX

Title IX of the Educational Amendments of 1972 prohibits any person in the United States from being discriminated against on the basis of sex in seeking access to any educational program or activity receiving federal financial assistance. The U.S. Department of Education, which enforces Title IX, has long defined the meaning of Title IX's prohibition on sex discrimination broadly to include various forms of sexual harassment and sexual violence that interfere with a person's ability to equally access educational programs and opportunities.

U.S. Department of Education Regulations

Effective August 1, 2020, the U.S. Department of Education issued regulations under Title IX that:

- Define the meaning of "sexual harassment" (including forms of sex-based violence)
- Address how an institution must respond to reports of misconduct falling within that definition of sexual harassment, and
- Mandate a grievance process that an institution must follow to comply with the law in these specific covered cases before issuing a disciplinary sanction against a person accused of sexual harassment.

Those regulations were reaffirmed on January 9, 2025, and this Sexual Policy (the “Policy”) is effective as of August 25, 2025.

Eastern University (“Eastern” or the “University”) has revised its policies pertaining to sex discrimination on several occasions. Final decisions regarding which policy and procedures will apply in any specific case are made by the Title IX Coordinator at their discretion and under applicable laws and/or regulations.

Sexual Misconduct Policy

Eastern University is committed to ensuring that all members of the University community have a learning and working environment that is free from sexual misconduct. For purposes of this policy, the University defines Sexual Misconduct as acts described in one or both of the following broad categories:

1. **“Title IX Sexual Harassment,”** in accordance with U.S. Department of Education regulations, includes any conduct on the basis of sex that is alleged to have occurred in a University Education Program or Activity, and is alleged to have been perpetrated against a person in the United States. The conduct alleged, if true, must satisfy one or more of the following conditions:
 - a. A University employee conditions the provision of an aid, benefit, or service on an individual’s participation in unwelcome sexual conduct;
 - b. Unwelcome conduct a reasonable person would determine to be so severe, pervasive, and objectively offensive such that it effectively denies a person equal access to the University’s Programs or Activities;
 - c. **Sexual Assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), meaning any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent (such as incapacitation, age, family relation to the other party, or intellectual or other disability). Sexual Assault can be committed by or against individuals of any sex or gender and can occur between individuals of the same sex/gender or different sexes/genders. As required by Title IX regulations, the University will rely on the following definitions of Sexual Assault:
 - i. sexual intercourse with another person, including oral or anal sexual intercourse, or the use of an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without consent of the victim, including instances where the

victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;

- ii. touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;
- iii. sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
- iv. sexual intercourse with a person who is under the statutory age of consent.

d. **Dating Violence**, as defined in 34 U.S.C. § 12291(a)(1), meaning any act of violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined based on a consideration of the length, type, and frequency of interactions between the persons involved in the relationship.

e. **Domestic Violence**, as defined in 34 U.S.C. § 12291(a)(8), meaning a felony or misdemeanor crime 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 domestic or family violence laws of the jurisdiction receiving grant monies, 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 jurisdiction.

f. **Stalking**, as defined in 34 U.S.C. 12291(a)(30), meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

2. **“Other Sexual Misconduct,”** defined as acts which do not meet the narrow definition of “Title IX Sexual Harassment,” as defined above, but nevertheless could constitute discrimination on the basis of sex. Other Sexual Misconduct, which is alleged to have occurred by or against any member of the University community, regardless of the location of the alleged action, includes:

- a. Sexual Assault, Dating Violence, Domestic Violence, and Stalking as defined in 1c, d, e, and f (above).

- b. Subjecting an individual or group to an adverse action, including differential treatment, based on sex as defined under either federal or state law, including sex, pregnancy and related conditions, sex assigned at birth, gender, gender identity, gender expression, affectional or sexual orientation, differences in sex development, variations of sex characteristics or other intersex characteristics.
- c. Unwelcome conduct of a sexual nature, including but not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or nonverbal conduct of a sexual nature that is sufficiently serious, pervasive, or persistent as to create an intimidating, hostile, humiliating, demeaning, or sexually offensive working, academic, residential, or social environment under both an objective and subjective standard.
- d. Sexual exploitation, defined as occurring when a person abuses or exploits another person's sexuality for the purpose of sexual gratification, financial gain, personal benefit or advantage, or any other non-legitimate purpose without that person's consent. The act or acts of sexual exploitation are prohibited even though the behavior does not constitute one of the other sexual misconduct offenses.

Examples of sexual exploitation include:

- observing another individual's nudity or sexual activity or allowing another to observe consensual sexual activity in a place where that person would have a reasonable expectation of privacy, without that person's consent;
- recording, and/or distributing (including streaming) of images, photography, video, or audio recording of sexual activity or nudity, or distribution of such without that person's consent;
- forcing or coercing a person to engage in sexual activity for money or other remuneration;
- exposing one's genitals in non-consensual circumstances;
- knowingly exposing another individual to a sexually transmitted disease or virus without that individual's knowledge; and
- inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

General Rules of Application

This Policy is intended to meet the University's obligations under Title IX; the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), as amended by the Violence Against Women Reauthorization Act of 2013 ("VAWA"), with respect to its application to sex-based misconduct; and other applicable laws and regulations.

Consistent with Title IX requirements, Eastern does not discriminate on the basis of sex in its Education Programs or Activities (including in admissions and employment). University community members have the right to be free from all forms of sexual harassment and violence. All University community members are expected to conduct themselves in a manner that does not infringe upon the rights of others. The University has zero tolerance for sexual misconduct, and this Policy applies to all employees and students. Non-members of the campus community who engage in discriminatory actions within University programs or on University property are not under the jurisdiction of this policy but can be subject to actions that limit their access and/or involvement with University programs as the result of their misconduct.

Reports of Sexual Misconduct committed by any student or employee (including faculty and staff) of the Eastern community will be resolved according to the procedures outlined in this Policy, unless otherwise noted.

Non-Discrimination in Application

The requirements and protections of this Policy apply equally regardless of sex, sexual orientation, gender identity, gender expression, or other protected classes covered by federal or state law. All requirements and protections are equitably provided to individuals regardless of such status or status as a Complainant, Respondent, or Witness. Individuals who wish to file a complaint about this Policy or processes set forth herein may contact the Department of Education's Office for Civil Rights using contact information available at <https://ocrcas.ed.gov/contact-ocr>.

Accommodations for Otherwise Qualified Individuals with Disabilities

This Policy does not alter the University's obligation to provide access by way of reasonable accommodations to Otherwise Qualified Individuals with Disabilities under federal disability laws including the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Individuals may inquire with the [Office of Disability and Access \(ODA\)](#) to request accommodations. Approved accommodations must be deemed reasonable and not create fundamental alterations to the Resolution Process or create undue burdens. The Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the Party, even when the Party may be receiving accommodations in other University programs and activities.

Alcohol and Drug Use Amnesty

The health and safety of every student is of utmost importance. The University recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time Sexual Misconduct occurs may be hesitant to report such incidents due

to fear of potential consequences for their own conduct. The University strongly encourages students to report incidents of Sexual Misconduct. An individual who experiences Sexual Misconduct, or a Witness to such Sexual Misconduct, acting in good faith, who discloses any incident of Sexual Misconduct to University officials or law enforcement will not be sanctioned under University codes of conduct for violations of alcohol and/or drug use policies occurring at or near the time of the incident(s) of Sexual Misconduct. The University may request that the individual attend an approved alcohol or drug education program, without assessing any charges for such program. This amnesty provision also applies to student groups making a report of Sexual Misconduct. Amnesty does not preclude or prevent action by police or other legal authorities pursuant to relevant state or federal criminal statutes.

Policy Definitions

Advisor

An Advisor is any individual who has been chosen by a Party or designated by the University to provide support and guidance during the resolution process. The specific role of the Advisor is explained under the Resolution Process section of the Policy.

Complainant

For the purposes of this Title IX Policy, Complainant means any individual who has reported being or is alleged to be subjected to conduct that could constitute covered sexual harassment as defined under this Policy.

Confidential Resource

A Confidential Resource is a University employee who is not required to report notice of sexual harassment to the Title IX Coordinator. References made to confidentiality refer to the ability of identified Confidential Resources to not report crimes and violations to law enforcement or University officials without permission, except for extreme circumstances, such as a health and/or safety emergency or child abuse.

The trained professionals designated below can provide counseling, information, and support under legally protected confidentiality:

- Cushing Center for Counseling & Psychological Services (CAPS)
- Student Health Center
- University Chaplain

Consent

For the purposes of this Title IX Policy, “consent” is defined as a voluntary, unambiguous and freely given agreement, expressed through words, actions, or a combination thereof, to engage in a mutually agreed upon sexual activity. In evaluating whether consent has been freely sought and

given, the University will consider the presence of any force, threat of force, or coercion; whether the Complainant had capacity to give consent, and whether the communications between the Parties would be interpreted by a reasonable person under similar circumstances as consent to engage in a particular act.

Also in evaluating consent, it is important to note that:

- Consent to one form of sexual activity does not imply or constitute consent to another form of sexual activity;
- Consent to sexual activity on prior or separate occasion does not constitute consent for subsequent occasions;
- Consent to an act with one person does not constitute consent to the same act with another person;
- The existence of a prior or current intimate relationship does not, by itself, constitute consent;
- Consent can be withdrawn or modified at any time, and sexual contact must cease immediately once consent is withdrawn;
- Consent cannot be inferred from the absence of a “no”;
- It is the responsibility of the initiator of sexual contact to make sure that they understand fully what the person with whom they are involved wants and does not want sexually;
- Consent cannot be inferred from silence, passivity, or a lack of verbal or physical resistance.

Consent *cannot* be given when:

- A person’s judgment is substantially impaired by alcohol or drugs or otherwise incapacitated;
- Intimidation, coercion or threats are involved;
- Physical force is used;
- A physical or mental condition is present such that the person cannot knowingly or voluntarily give consent; or
- A person has not achieved the age required for consent, as defined by state law.

An objective standard will be used in determining whether a person’s judgment is “substantially impaired” by alcohol or drugs, or a physical or mental condition as described above is present. That is, consent is *not valid* when:

- From the standpoint of a reasonable person, the Respondent knew, or reasonably should have known, that the person’s judgment was substantially impaired as a result of alcohol or drugs or was otherwise incapacitated, or that the person’s physical or mental condition would prevent knowing and voluntary consent; or
- The person’s judgment was, in fact, substantially impaired as a result of alcohol, drugs, or the person was incapable of providing knowing or voluntary consent due to a physical or mental condition.

The use of alcohol or drugs does not minimize or excuse a person's responsibility for alleged violations of this Policy, including as it relates to determining whether another is capable of giving consent, as described above.

Covered Sexual Harassment

For the purposes of this Title IX Policy, "covered sexual harassment" includes any conduct on the basis of sex that satisfies one or more of the following:

1. An employee conditioning educational benefits on participation in unwelcome sexual conduct (i.e., quid pro quo);
2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Eastern University's education program or activity;
3. Sexual assault (as defined in the Clery Act), which includes any sexual act directed against another person, without the consent of the Complainant including instances where the victim is incapable of giving consent;
4. Dating violence (as defined in the Violence Against Women Act (VAWA) amendments to the Clery Act), which includes any violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on a consideration of the following factors: (a) The length of the relationship; (b) The type of relationship; (c) The frequency of interaction between the persons involved in the relationship.
5. Domestic violence (as defined in the VAWA amendments to the Clery Act), which 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 Pennsylvania's 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 Pennsylvania.
6. Stalking (as defined in the VAWA amendments to the Clery Act), meaning engaging 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 emotional distress.

Note that conduct that does not meet one or more of these criteria may still be prohibited under the [Student Code of Conduct](#).

Education Program or Activity

For the purposes of this Title IX Policy, Eastern University's "education program or activity" includes:

- Any on-campus premises

- Any off-campus premises that Eastern University has substantial control over. This includes buildings or property owned or controlled by a recognized student organization.
- Activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of Eastern University's programs and activities over which Eastern University has substantial control.

Formal Complaint

For the purposes of this Title IX Policy, “formal complaint” means a document – including an electronic submission - filed by a Complainant with a signature or other indication that the Complainant is the person filing the formal complaint, or signed by the Title IX Coordinator, alleging sexual harassment against a Respondent about conduct within Eastern University's education program or activity and requesting initiation of the procedures consistent with the Title IX Policy to investigate the allegation of sexual harassment.

Privacy

Privacy refers to Eastern University offices and employees who cannot guarantee confidentiality, and will, therefore, maintain privacy to the greatest extent possible. Information disclosed will be relayed only as necessary to investigate and/or seek a resolution and to notify the Title IX Coordinator or designee, who is responsible for tracking patterns and spotting systemic issues. Eastern University will limit the disclosure of information as much as practicable.

The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), as outlined in the [Eastern University FERPA Policy](#). Employee privacy will be protected in accordance with the Eastern University Faculty and Employee Handbooks.

Respondent

For the purposes of this Title IX policy, Respondent means any individual who has been reported to be the perpetrator of conduct that could constitute covered sexual harassment as defined under this policy.

Reporting Sexual Misconduct to the University

Any person may report Sexual Misconduct in person, by video conference, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

Such a report may be made at any time (including during non-business hours) via the Eastern University [Online Reporting Form](#), or by mail to the office address listed for the Title IX

Coordinator. Please note that the Eastern Online Reporting Form is not continuously monitored, and reports will be reviewed the next business day. Any individual requiring immediate assistance should contact Public Safety, which is open 24/7, located in Eagle Hall, and can be reached at (610) 341-1737. The [Title IX policy](#) includes more information about procedures and resources.

Individuals who report Sexual Misconduct in Pennsylvania will also be informed of their rights as a victim of crime under Pennsylvania law.

Once an individual provides a report of Sexual Misconduct, the report will be reviewed by the Title IX Coordinator. At this stage, the Title IX Coordinator will have access to the report, and they will share the information on a limited basis as required to take the appropriate next steps. Using the information provided (e.g., through the Online Reporting Form), the University will promptly contact the Complainant to discuss appropriate Supportive Measures and to explain the process for filing a Formal Complaint, and that Supportive Measures are available with or without the filing of a Formal Complaint. Complainants are not required to respond to outreach from the University, and the University will respect this decision, with limited exceptions where it is obligated by law or to act in the safety interest of the community.

Only individuals authorized by the University may enter, update, access, share, or disseminate the electronic data collected, created, or maintained from the Online Reporting Form.

Contact Information for the Title IX Coordinator:

Assistant Vice President for Student Development & Title IX Coordinator
Walton Hall, Suite 210
1300 Eagle Road, St. Davids, PA 19087
TitleIX@eastern.edu
(610) 341-5823

Confidential Reporting

The following Officials will provide privacy, but not confidentiality, upon receiving a report of conduct prohibited under this policy:

- Title IX Coordinator or designee
- Representatives from the Division of Student Development
- Department of Public Safety

The following Officials may provide confidentiality:

- Licensed Counselors in Counseling and Psychological Services (CAPS)

- Licensed Professionals in the Student Health Center
- University Chaplain

Support and Resources

Supportive Measures

Complainants (as defined above) who report allegations that could constitute covered sexual harassment under this policy have the right to receive supportive measures (as appropriate) from Eastern University regardless of whether they desire to file a formal complaint. Supportive measures are non-disciplinary and non-punitive.

Supportive Measures may include, but not be limited to:

- Counseling
- Extensions of deadlines or other course-related adjustments
- Modifications of work or class schedules
- Campus escort services
- Restrictions on contact between the Parties (no contact orders)
- Changes in work or housing locations
- Leaves of absence
- Increased security and monitoring of certain areas of the campus

Both Complainants and Respondents have the right to receive Supportive Measures from the University regardless of whether a Formal Complaint has been filed. The Title IX Coordinator will contact a Complainant after receiving notice of possible violation of this Policy (1) to discuss the availability of Supportive Measures and (2) to explain that Supportive Measures are available with or without the filing of a Formal Complaint of Title IX Sexual Harassment. The Title IX Coordinator will consider the Complainant's wishes with respect to implementation of Supportive Measures.

Supportive Measures will remain private to the extent possible, but may be disclosed where necessary to implement the Supportive Measure. Some University officials will be notified of Supportive Measures as needed for implementation.

The Title IX Coordinator will ultimately serve as the point of contact for any individual requesting Supportive Measures.

Supportive Resources (Regional)

- **Victims Services Center of Montgomery County**
888-521-0983; www.victimservicescenter.org

- **Laurel House**
1-800-642-3150 or text “HOPE” to 85511; www.laurel-house.org
- **Delaware County Victim Assistance Center**
610-566-4342; www.delcovicictimassistance.org
- **The Crime Victims’ Center of Chester County**
610-692-7273; www.cvcofcc.org
- **The Women’s Center of Montgomery County**
1-800-773-2424; <https://wcmontco.org/>
- **Network of Victim Assistance (Bucks County)**
1-800-675-6900; www.novabucks.org
- **Women Against Abuse (Philadelphia)**
866-723-3014; www.womenagainstabuse.org
- **Women Organized Against Rape (Philadelphia)**
215-985-3333; www.woar.org

Supportive Resources (National)

- **RAINN (Rape, Abuse & Incest National Network)**
800-656-HOPE (4673); www.rainn.org/
- **National Sexual Violence Resource Center**
www.nsvrc.org/

Emergency Removal

Eastern University retains the authority to remove a Respondent from Eastern’s education program or activity on an emergency basis, where Eastern University (1) undertakes an individualized safety and risk analysis and (2) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of covered sexual harassment justifies a removal.

If Eastern University determines such removal is necessary, the Respondent will be provided notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave

Eastern University retains the authority to place a non-student employee Respondent on administrative leave during the Title IX Process, consistent with the Employee Handbook.

Resolution Process

Filing a Formal Complaint

The timeframe for the Title IX Process begins with the filing of a Formal Complaint. The Process will be concluded within a reasonably prompt manner, with a goal of completion within 90 business days after the filing of the Formal Complaint, provided that the Process may be extended for a good reason, including but not limited to the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. The procedure for applying for extensions is described below.

To file a Formal Complaint, a Complainant must provide the Title IX Coordinator a written, signed complaint describing the facts alleged. Complainants are only able to file a Formal Complaint under this Policy if they are currently participating in, or attempting to participate in, the education programs or activities of Eastern University, including as an employee.

If a Complainant does not wish to make a Formal Complaint, the Title IX Coordinator may determine a Formal Complaint is necessary. Eastern University will inform the Complainant of this decision in writing, and the Complainant need not participate in the process further but will receive all notices issued under this Policy and Process.

Nothing in the Title IX Policy prevents a Complainant from seeking the assistance of state or local law enforcement alongside the appropriate on-campus process.

Determining Jurisdiction

The Title IX Coordinator, or designee, will determine if the Title IX Process should apply to a Formal Complaint. The Process will apply when all of the following elements are met, in the reasonable determination of the Title IX Coordinator:

1. The conduct is alleged to have occurred on or after August 14, 2020;
2. The conduct is alleged to have occurred in the United States;
3. The conduct is alleged to have occurred in Eastern University's education program or activity; and
4. The alleged conduct, if true, would constitute covered sexual harassment as defined in this policy.

If all of the elements are met, Eastern University will investigate the allegations according to the Title IX Process.

Mandatory Dismissal

If any one of these elements are not met, the Title IX Coordinator, or designee, will notify the Parties that the Formal Complaint is being dismissed for the purposes of the Title IX Policy. Each party may appeal this dismissal using the procedure outlined in “Appeals,” below.

Discretionary Dismissal

The Title IX Coordinator, or designee, may dismiss a Formal Complaint brought under the Title IX Policy, or any specific allegations raised within that Formal Complaint, at any time during the investigation or hearing, if:

- A Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the Formal Complaint or any allegations raised in the Formal Complaint;
- The Respondent is no longer enrolled or employed by Eastern University; or,
- Specific circumstances prevent Eastern University from gathering evidence sufficient to reach a determination regarding the Formal Complaint or allegations within the Formal Complaint.

Any party may appeal a dismissal determination using the process set forth in “Appeals,” below.

Notice of Dismissal

Upon reaching a decision that the Formal Complaint will be dismissed, Eastern University will promptly send written notice of the dismissal of the Formal Complaint or any specific allegation within the Formal Complaint, and the reason for the dismissal, simultaneously to the Parties through their University email accounts. It is the responsibility of Parties to maintain and regularly check their Eastern email accounts.

Notice of Removal

Upon dismissal for the purposes of Title IX, Eastern University retains discretion to utilize the [Student Code of Conduct](#) or Employee Handbook to determine if a violation has occurred. If so, Eastern University will promptly send written notice of the dismissal of the Formal Complaint under the Title IX Process and removal of the allegations to the appropriate student/employee conduct process.

Notice of Allegations

The Title IX Coordinator will draft and provide the Notice of Allegations to any party to the allegations of sexual harassment. Such notice will occur as soon as practicable after the institution receives a Formal Complaint of the allegations, if there are no extenuating circumstances.

The Parties will be notified by their University email accounts if they are a student or employee, and by other reasonable means if they are neither.

The University will provide sufficient time for the Parties to review the Notice of Allegations and prepare a response before any initial interview.

The Title IX Coordinator, or designee, may determine that the Formal Complaint must be dismissed on the mandatory grounds identified above, and will issue a Notice of Dismissal. If such a determination is made, any party to the allegations of sexual harassment identified in the Formal Complaint will receive the Notice of Dismissal in conjunction with, or in separate correspondence after, the Notice of Allegations.

Contents of Notice

The Notice of Allegations will include the following:

- Notice of the University's Title IX Process and a hyperlink to a copy of the process.
- Notice of the allegations potentially constituting covered sexual harassment, and sufficient details known at the time the Notice is issued, such as the identities of the Parties involved in the incident, if known, including the Complainant; the conduct allegedly constituting covered sexual harassment; and the date and location of the alleged incident, if known.
- A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the process.
- A statement that the Parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- 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 raised in the Formal Complaint, including the evidence upon which the institution does not intend to rely 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, as required under 34 C.F.R. § 106.45(b)(5)(vi).

Ongoing Notice

If, in the course of an investigation, the institution decides to investigate allegations about the Complainant or Respondent that are not included in the Notice of Allegations and are otherwise covered "sexual harassment" falling within the Title IX Policy, the institution will notify the Parties whose identities are known of the additional allegations by their University email accounts or other reasonable means.

The Parties will be provided sufficient time to review the additional allegations to prepare a response before any initial interview regarding those additional charges.

Advisors

Parties participating in the Formal Resolution Process as a Complainant or Respondent may be accompanied by an Advisor to any meeting or hearing to which they are required or are eligible to attend. The Advisor is not an advocate. Except where explicitly stated in this Policy, as consistent with Department of Education regulations, Advisors shall not participate directly in the Resolution Process.

The University will reasonably attempt to accommodate meetings and hearings on dates when Advisors are available, provided that an Advisor acts reasonably in providing available dates and works collegially to find dates and times that meet all schedules. While the University will copy a Party's Advisor on communications, Parties are required to communicate with the Title IX Coordinator, Investigator, and other University staff directly; their Advisors may not do so in their place. The fact that a Party's Advisor did not receive any information directly from the Title IX Coordinator, Investigator, or other University staff is not a basis for an extension or delay in the Process.

The University's obligation to investigate and adjudicate in a prompt timeframe under Title IX and other University policies apply to matters governed by this Policy, and the University cannot agree to extensive delays solely to accommodate the schedule of an Advisor. The determination of what is reasonable shall be made by the Title IX Coordinator or designee. The University will not be obligated to delay a meeting or Hearing under this process more than five (5) business days due to the unavailability of an Advisor and may offer the Party the opportunity to obtain a different Advisor.

The University will provide the Parties equal access to Advisors; any restrictions on Advisor participation will be applied equally.

Alternative Resolution

Parties who do not wish to proceed with an Investigation and live Hearing, and instead seek the University's assistance to resolve allegations of Sexual Misconduct, may elect to enter the Alternative Resolution Process. Generally speaking, these resolution options are less time intensive than an Investigation and Hearing, while still affording an opportunity to actively participate in a process for resolution of Complaints.

Parties may elect to enter an Alternative Resolution Process at any time after the filing of the Formal Complaint and prior to a Determination Regarding Responsibility through an informed

written consent. This informed written consent will include all terms of the elected alternative process, including a statement that any agreement reached through the process is binding on the Parties.

All Parties must agree on the form of Alternative Resolution, and the Title IX Coordinator or designee must approve the decision to commence an Alternative Resolution Process and may determine that Alternative Resolution is not appropriate under the circumstances. Factors in considering the appropriateness of the Alternative Resolution Process include, but are not limited to, the gravity of the allegations, whether there is an ongoing threat of harm or safety to the campus, whether there are allegations of pattern behavior by the Respondent, and whether the Parties are participating in good faith. This determination is not subject to appeal.

Alternative Resolution is not allowed as an option to resolve allegations that an employee sexually harassed a student.

At any time after the commencement of the Alternative Resolution Process, the University may determine that the Alternative Resolution Process is not an appropriate method for resolving the matter and may require that the matter be resolved through the Formal Process. This determination is not subject to appeal. In addition, either Party may elect to leave the Alternative Resolution Process at any point prior to reaching a resolution. If a Party elects to leave the Alternative Resolution Process, the Formal Resolution Process may recommence, if necessary.

Confidentiality

In entering the Alternative Resolution Process, the Parties agree that any testimony and evidence (including admissions of responsibility) they share or receive during the Alternative Resolution Process concerning the allegations of the Formal Complaint is confidential. No evidence concerning the allegations obtained within the Alternative Resolution Process may be disseminated to any person, provided that any Party to the Alternative Resolution Process may generally discuss the allegations under investigation, such as with a parent, friend, advisor, or other source of emotional support. As a condition of entering the Alternative Resolution Process, any evidence shared or received during the Alternative Resolution Process may not be used in any subsequent Formal Resolution Process or University Appeal.

Alternative Resolution Options

The University offers the following Alternative Resolution options for addressing Formal Complaints of Sexual Misconduct:

Administrative Resolution

Should the Parties mutually determine to enter the Alternative Resolution Process, and the Respondent elects to accept responsibility for the allegations of the Formal Complaint at any point during the Alternative Resolution Process, the University may administratively resolve the Formal Complaint.

Where the Respondent admits responsibility, the Parties will receive simultaneous written notification of the acceptance of responsibility, and a Decision-maker will determine the Respondent's sanction and other remedies, as appropriate and consistent with University policy. Parties may be accompanied by their Advisor but questioning of Parties or Witnesses will not be permitted. The Parties will receive simultaneous written notification of the decision regarding sanctions and remedies, which may be appealed according to the Appeal Process.

Formal Resolution Process

Notice of Meetings and Interviews

The University will provide, to a Party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all Hearings and investigative interviews with sufficient time for the Party to prepare to participate.

Request for Delay

Either Party may request a delay in the Resolution Process of up to five (5) business days for good cause (granted or denied in the judgment of the Title IX Coordinator), provided that the requestor provides reasonable notice, and the delay does not overly inconvenience other Parties.

The Title IX Coordinator shall have sole judgment to grant any pauses in the Process. Extensions requested after a deadline has run, rather than before the deadline has occurred, are unlikely to be granted.

Investigation

General Rules of Investigations

The Investigator(s) will perform an Investigation under a reasonably prompt timeframe of the conduct alleged to constitute Sexual Misconduct after issuing the Notice of Allegations.

The University, and not the Parties, bears the burden of proof and the burden of gathering evidence. This burden does not rest with either Party, and either Party may decide not to share their account of what occurred or may decide not to participate in an Investigation or Hearing. This does not shift the burden of proof away from the University and does not indicate responsibility.

The University cannot access, consider, or disclose medical records without a waiver from the Party (or parent, if applicable) to whom the records belong or of whom the records include information. The University will provide an equal opportunity for the Parties to present Witnesses, including fact and expert Witnesses, and other inculpatory and/or exculpatory evidence (i.e., evidence that tends to prove or disprove the allegations, respectively), as described below.

Investigative Report

The Investigator will prepare a draft investigative report.

Draft Investigative Report

The draft investigative report and related exhibits and evidence will be provided by the Investigator to both the Complainant and Respondent and their named Advisors for review and comment, under strict instructions that they are and at all times remain strictly confidential, and are not to be shared with anyone other than their families and advisors and/or outside counsel. Sharing of the report by either party, their families, advisors or outside counsel with any additional persons is strictly prohibited and anyone with whom the report is shared must be so advised. Each party will be provided the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The Complainant and the Respondent will be given ten (10) business days to comment on the draft investigative report and respond in writing to the Investigator.

Final Report

As a result of the response and comments received, the Investigator may conduct a further investigation and/or amend the draft report, if the Investigator determines either action to be warranted. The Investigator will prepare a final investigative report, incorporating any changes they believe are appropriate, and then share it with the Complainant and the Respondent. The Complainant and Respondent may submit formal objections or comments to the final report, which will become part of the final report of the matter.

Hearing

General Rules of Hearings

The University will not issue a disciplinary sanction arising from an allegation of Sexual Misconduct without holding a Hearing and permitting an Appeal, unless otherwise resolved through an Alternative Resolution Process.

The Hearing may be conducted with all Parties present in the same physical location, or, at the University's discretion, any or all Parties, Witnesses, and other participants may appear at the Hearing virtually through video conference. This technology will enable participants

simultaneously to see and hear each other. At its discretion, the University may delay or adjourn a Hearing based on technological errors not within a Party's control.

Continuances or Granting Extensions

The University may determine that multiple sessions or a continuance (i.e., a pause on the continuation of the Hearing until a later date or time) is needed to complete a Hearing. If so, the University will notify all participants and endeavor to accommodate all participants' schedules and complete the Hearing as promptly as practicable.

Participants in the Hearing

Hearings are not public, and only the following individuals are permitted to participate:

Complainant and Respondent ("the Parties")

- The Parties cannot waive the right to a Hearing except by participating in an Alternative Resolution.
- The University may still proceed with the Hearing in the absence of a Party and may reach a Determination Regarding Responsibility in their absence.
- If a Party declines to attend a hearing or attends but declines to submit to questioning by the other Party's Advisor, the Decision-maker may rely on statements of the non-appearing party in reaching determination of responsibility, after assessing the relevance of each statement and weighing the reliability of each statement against the fact that the statement was not further tested through questioning at the hearing. The Hearing Officer will not draw an inference about the determination regarding responsibility based solely on a party's absence from the hearing or failure to answer questions.
- Advisors shall be subject to this Policy's Rules of Decorum and may be removed at the discretion of the Hearing Panel upon violation of those Rules.

The Decision-maker

- The hearing body will consist of a single Decision-maker.
- The Decision-maker will not have served as the Title IX Coordinator, Title IX Investigator, or Advisor to any party in the case, nor may they serve on the appeals body of the case.
- The Decision-maker will not have a conflict of interest or bias in favor of or against Complainants or Respondents generally, or in favor or against the Parties to the particular case.
- The Decision-maker will be trained on topics including how to serve impartially, issues of relevance, and any technology to be used at the hearing.
- The Parties will have an opportunity to raise any objections regarding a Decision-maker's actual or perceived conflicts of interest or bias at the commencement of the live hearing.

Advisor of Choice

- The Parties have the right to select an advisor of their choice who may be, but does not have to be, an attorney.
- The Advisor of Choice may accompany the Parties to any meeting or hearing they are permitted to attend, but may not speak for the party, except for the purpose of cross-examination.
- The Parties are not permitted to conduct cross-examination; it must be conducted by the advisor. As a result, if a party does not select an advisor, the institution will select an advisor to serve in this role for the limited purpose of conducting the cross-examination at no fee or charge to the party.
- The advisor is not prohibited from having a conflict of interest or bias in favor of or against Complainants or Respondents generally, or in favor or against the Parties to the particular case.
- The advisor is not prohibited from being a witness in the matter.
- If a party does not attend the live hearing, the party's advisor may appear and conduct cross-examination on their behalf.
- If neither a party nor their advisor appear at the hearing, Eastern University will provide an advisor to appear on behalf of the non-appearing party.

Witnesses

- Witnesses cannot be compelled to participate in the Hearing and have the right not to participate in the Hearing, free from retaliation.
- If a Witness declines to attend a hearing or attends but declines to submit to questioning by the other Party's advisor, the Decision-maker may rely on statements of the non-appearing witness in reaching determination of responsibility, after assessing the relevance of each statement and weighing the reliability of each statement against the fact that the statement was not further tested through questioning at the hearing. The Decision-maker will not draw an inference about the determination regarding responsibility based solely on a witness's absence from the hearing or failure to answer questions.
- Witnesses shall be subject to this Policy's Rules of Decorum and may be removed upon violation of those Rules.

Hearing Procedures

For all live hearings conducted under this Title IX Process, the procedure will be as follows:

- Decision-maker will open and establish rules and expectations for the hearing;
- The Parties will each be given the opportunity to provide opening statements;
- Decision-maker will ask questions of the Parties and Witnesses;

- Parties will be given the opportunity for live cross-examination after Decision-maker conducts its initial round of questioning; during the Parties' cross-examination, the Decision-maker will have the authority to pause cross-examination at any time for the purposes of asking Decision-maker's own follow up questions and for any time necessary in order to enforce the established rules of decorum.
- Should a Party or the Party's Advisor participating in the hearing 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 the Party.

Live Cross-Examination Procedure

Each party's Advisor will conduct live cross-examination of the other Party or Parties and Witnesses. During this live-cross examination the Advisor will ask the other Party or Parties and Witnesses relevant questions and follow-up questions, including those challenging credibility directly, orally, and in real time.

Before any cross-examination question is answered, the Decision-maker will determine if the question is relevant and will explain any decision to exclude a question as not relevant. Cross-examination questions that are duplicative of those already asked, including by the Decision-maker, may be deemed irrelevant if they have been asked and answered.

Review of Recording

The recording of the hearing will be available for review by the Parties within 10 business days, unless there are any extenuating circumstances. The recording of the hearing will not be provided to Parties or Advisors of Choice.

Determination Regarding Responsibility

Standard of Proof

Eastern University uses the preponderance of the evidence standard for investigations and determinations regarding responsibility of formal complaints covered under this Policy. This means that the Decision-maker will determine whether it is more likely than not that a violation of the Policy occurred.

Considerations for Evaluating Testimony and Evidence

Determinations Regarding Responsibility for an allegation of Sexual Misconduct may be based in part, or entirely, on documentary, verbal, audiovisual, and digital evidence, as warranted in the reasoned judgment of the Decision-maker.

Decision-makers shall not draw inferences regarding a Party's or Witness' credibility based on the Party's or Witness' status as a Complainant, Respondent, or Witness, nor shall they base their judgments in stereotypes about how a Party or Witness would or should act under the circumstances.

Written Determination Regarding Responsibility

The written Determination Regarding Responsibility ("the Determination") will be issued simultaneously to all Parties through their University email account, or other reasonable means, as necessary. The Determination will include:

1. Summary of the allegations of Sexual Misconduct.
2. A description of the procedural steps taken from the receipt of the Formal Complaint through the Determination, including any notifications to the Parties, interviews with Parties and Witnesses, site visits, methods used to gather other evidence, and Hearings held.
3. Findings of fact supporting the Determination.
4. Conclusions regarding which section of the Sexual Misconduct Policy, if any, the Respondent has or has not been found to have violated.
5. For each allegation:
 - a. A statement of, and rationale for, the Determination Regarding Responsibility.
 - b. A statement of, and rationale for, any disciplinary sanctions the University imposes on the Respondent; and
 - c. A statement of, and rationale for, whether remedies designed to restore or preserve equal access to the University's Education Program or Activity will be provided to the Complainant; and
6. The University's procedures and the permitted reasons for the Complainant and Respondent to appeal the Determination (described below in "Appeal").

Timeline of Determination Regarding Responsibility

If there are no extenuating circumstances, the Determination Regarding Responsibility will be issued by Eastern University within ten (10) business days of the completion of the hearing.

Finality

The Determination Regarding Responsibility becomes final either on the date that the institution provides the Parties with the written determination of the result of the appeal, if an appeal is filed consistent with the procedures and timeline outlined in "Appeals" below, or if an appeal is not filed, the date on which the opportunity to appeal expires.

Appeals

Each Party may appeal (1) the Dismissal of a Formal Complaint or any included allegations and/or (2) a Determination Regarding Responsibility. A Party must submit a written Appeal within five (5) business days of being notified of the Dismissal of a Formal Complaint or Determination Regarding Responsibility, indicating the grounds for the Appeal.

The grounds for Appeal are limited to:

- Procedural irregularity that affected the outcome of the matter (i.e., a failure to follow the University's own procedures).
- 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.
- 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.

Dissatisfaction with the outcome is not a valid basis for appeal. In addition, appeals are not intended to be a rehearing of the matter. The scope of the appeal is limited to the grounds for appeal included in the written appeal submissions.

The submission of an Appeal stays any sanctions for the pendency of the Appeal. Supportive Measures remain available during the pendency of the Appeal.

Appeals should be submitted in electronic form to the Vice President for Student Development, or their designee, who will review the appeal to ensure it is properly filed in accordance with this Policy. If a Party appeals, the University will, as soon as practicable, notify the other Party in writing of the Appeal; however, the time for Appeal shall be offered equitably to all Parties and shall not be extended for any Party solely because the other Party filed an Appeal.

The Vice President for Student Development, or designee, will not have been previously involved in the reporting, investigation, or hearing process, and will objectively consider the hearing record and information presented in the appeal and either uphold, reverse, or modify the decision at issue, including, where appropriate, remanding the matter with instructions to conduct additional investigative steps and/or consult with the Decision-maker in order to cure a procedural error, interview and/or call (a) witness(es), consider newly discovered evidence, and/or reassess information not previously considered. This list of possible actions on remand is non-exhaustive.

The outcome of an Appeal will be provided in writing simultaneously to both Parties within fifteen (15) business days from when all written appeal submissions were received, and will

include the rationale for the decision. This time period may be extended for good cause. The Appeal decision is final, and no subsequent Appeals are permitted.

Retaliation

Eastern University will keep the identity of any individual who has made a report or complaint of sexual misconduct confidential, including the identity of any individual who has made a report or filed a Formal Complaint of sexual harassment under this Title IX Policy, any Complainant, any individual who has been reported to be the perpetrator of sexual harassment, any Respondent, and any witness, except as permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding under this Title IX Policy.

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX of the Education Amendments of 1972 or its implementing regulations.

No person may intimidate, threaten, coerce, or discriminate against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding or hearing under this Title IX Policy.

Any intimidation, threats, coercion, or discrimination, for the purpose of interfering with any right or privilege secured by Title IX or its implementing regulations constitutes retaliation. This includes any charges filed against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but that arise from the same facts or circumstances as a report or complaint of sex discrimination or a report or Formal Complaint of sexual harassment.

Record Retention

The University shall retain for a period of seven years after the date of case closure: the official file relating to a formal resolution, including any Investigation, Hearing, Determination Regarding Responsibility, sanctioning, and/or Appeal processes involving allegations of Sexual Misconduct. In cases in which a Respondent was found to have violated the Policy and was separated from the University, the University may retain such official case files indefinitely.