



Savannah-Chatham County Public School System

**TITLE IX SEXUAL HARASSMENT-
INFORMAL RESOLUTION PROCESS
CONDITIONS OF MUTUAL AGREEMENT**

The parties recognize that the Informal Facilitator is required to be impartial and neutral.

The Informal Facilitator has disclosed all known material dealings and interests with the parties.

If the Facilitator becomes aware of any circumstances that might reasonably be considered to affect their capacity to act impartially, they will immediately inform the parties.

The parties waive any claims they could bring based on the services provided by the Informal Facilitator.

The parties recognize that the Informal Facilitator will not be offering legal advice and has not been engaged for the purpose of providing legal advice to any party to this Informal Resolution Process.

The Informal Facilitator will not make decisions for the parties or impose resolutions and conditions on them.

The Informal Resolution Process shall be conducted in a manner that the Informal Facilitator considers appropriate.

The parties acknowledge that they have the right to have one or more persons, including those that are legally qualified, to assist and advise them in the Informal Dispute Resolution Process.

The Informal Resolution Facilitator has been selected and collaboratively trained by SCCPSS.

The Informal Resolution Facilitator is paid by SCCPSS.

The parties shall bear their own individual costs and expenses in connect with their participation in this matter.

All legal costs of preparation for, participation in, and representation in the Informal Dispute Resolution Process shall be born by the parties that have procured those services unless otherwise agreed to in writing by a party who agrees to pay for legal services on behalf of another party.

This Informal Dispute Resolution Process does not concern or address claims for money damages.

This Informal Dispute Resolution Process does not concern or address any awards of attorney's fees or costs.

The parties may present statements, documentation, and information in connection with their participation in the Informal Resolution Process. However, the Informal Resolution Process is not intended to be an evidentiary trial or hearing.

The Informal Resolution Facilitator may limit the direct interaction of parties (including representatives of SCCPSS) at the Facilitator's discretion.



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Questions asked between individual claimants and respondents should not be asked without express permission. As a matter of course any questions directed at other parties should be asked through the Informal Resolution Facilitator.

Information communicated to the Informal Facilitator in private shall generally not be repeated to the other parties.

Any statements made or records shared in connection with the Informal Resolution Process will be deemed confidential. The District's Investigator will not gather information and evidence through the Informal Resolution Process. In addition, the scope of the Investigator's participation in the Informal Resolution Process will be limited in order to prevent the sharing of evidence through the participation of the parties.

The Informal Dispute Resolution Process will be kept confidential by the parties, their representatives, the Informal Facilitator and the Mediation Center of the Coastal Empire, LLC.

The requirement of confidentiality will not apply where:

- (a) the parties consent in writing to specific disclosure;
- (b) disclosure is necessary to implement or enforce a resulting Resolution Agreement;
- (c) a party is required by law to make disclosure or report to an appropriate authority; or
- (d) disclosure is provided for under the terms of a resulting Resolution Agreement.

The presentation or use of any document in the Informal Resolution Process shall not make that document confidential or privileged if the document is or otherwise should have been available to the parties by other means outside the Informal Dispute Process.

The parties agree not to call the Informal Facilitator as a witness, expert, arbitrator or consultant in any litigation, arbitration or any other legal proceedings relating to this matter.

Any party may, in their absolute discretion, terminate the Informal Resolution Process at any time without giving a reason. A party should use the "Notice of Withdrawal Form" if they choose to terminate the Process.

The Informal Resolution Process may be continued to a future date based on the agreement of all parties and the consent of the Informal Facilitator.

In addition, the Informal Facilitator may terminate the Informal Resolution Process based on any of the following circumstances:

- (a) The Informal Facilitator, for any reason whatsoever, determines that they are unable to assist the parties in facilitating a resolution;
- (b) The parties advise the Facilitator that they are unable to arrive at a facilitated resolution;
- (c) The time allocated to the Informal Resolution Process has expired, and no extension has been agreed to;
- (d) A resolution agreement has been executed by the Parties; or



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(e) The parties have entered into an agreement in principle that remains to be formalized based on a need for additional drafting, additional research, administrative authorization, a requisite authorizing signature or some other need that prevents the parties from entering into a formal written agreement prior to the expiration of an Informal Resolution session.

The Informal Facilitator may continue to assist the parties to reach a formal resolution after termination of the Informal Resolution Process.

No agreement as to the terms of any agreement or resolution as a result of the Informal Resolution Process shall be binding on the parties unless and until it is put in writing and signed by all the bound parties or their representatives.

Parties will have 10 days to sign any mutually agreed upon Informal Resolution Agreement.

Once the final Informal Resolution Agreement Form is signed, the matter is closed, the informal resolution is non-appealable, and the formal complaint process will not be re-initiated.

Any individual signing on behalf of a child or any party without legal capacity to sign this Agreement is representing that they are legally authorized to sign on that individual's behalf.

This agreement has been entered into on _____ immediately prior to the Informal Resolution Process scheduled to begin that day.

Agreed to by the parties of the above-referenced Formal Complaint on this the

_____ day of _____, _____ by:

Signature (Complainant)

Signature (Respondent)

Name (Print)

Name (Print)

Signature
(Title IX Coordinator or Authorized Designee)

Name (Print)