

Chapter 7

Confidentiality

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Section I - Summary

1. All matters of the Judicial Branch, whether official or unofficial, shall remain strictly confidential and at the discretion of the Chief and Vice Chief Justice.
2. This Chapter shall serve as the primary point of reference for all matters pertaining to Judicial confidentiality.

Section II - Confidentiality Agreement

1. All members of the Judicial Branch, upon assuming their responsibilities, are required to sign a confidentiality agreement. Failure to do so will result in immediate ineligibility for any position in the Judicial Branch.
2. The Confidentiality agreement shall be as follows:
 - a. "It is the responsibility of all students participating in the ASUCR Judicial Council to preserve and protect confidential information pertaining to cases, whether or not a decision has been made;"
 - b. "I understand and acknowledge that:
 - i. I shall respect and maintain the confidentiality of all discussions, deliberations, and any other information generated in connection with the Judicial Council, and ASUCR.
 - ii. I will not post or share information about any active cases, persons, and discussions physically, verbally, or online in any form (including but not limited to: email, websites, blogs/vlogs, message boards, social networking sites, etc.).
 - iii. I agree to discuss confidential information only at officially sanctioned (by the Chief Justice or Vice Chief Justice) meetings or discussions. When discussed in environments outside the ASUCR offices or an official online meeting, it will be at the discretion of the Chief Justice and/or Vice Chief Justice. I will not discuss such information with persons outside the currently active Judicial Council or within hearing of unauthorized people.
 - iv. My obligation to the privacy, and confidentiality of matters discussed as a member of the Judicial Council will continue even after my term ends as a member of the ASUCR Judicial Council."
 - c. "I acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms and conditions;"
 - d. "In the event of a breach or threatened breach of this Judicial Council Confidentiality agreement, I acknowledge that the council and ASUCR may, as applicable and as it deems appropriate, pursue disciplinary action up to and including termination from the ASUCR Judicial Council, namely the ASUCR Judicial Council."

3. This agreement shall be renewed at the start of each academic year, wherein the Chief Justice will have each member sign the same agreement. The Chief Justice will then archive the agreement in a private Google Docs folder accessible to the Council and a physical copy at the office.

Section III - Motion to Seal/Declassify

1. Any Justice can propose a "Motion to Seal" any piece of information, record, or other item deemed necessary by the Council to be confidential.
 - a. The Chief Justice and Vice Chief Justice may choose at any time to seal any piece of information, record, or other item they deem necessary.
2. All sealed items, including but not limited to a document, discussion, piece of evidence, or other item, shall not be discussed with anyone without a legitimate need-to-know outside of the Judicial Branch.
 - a. It is the responsibility of the Chief Justice and Vice Chief Justice to determine what is "need-to-know"
3. Any Justice can propose a "Motion to Declassify" any item from its sealed status, when the Justice feels it is necessary and proper. This motion will require a second and a majority vote.
 - a. Justices do not have the ability to declassify an item that was sealed as a result of mandatory confidentiality as determined by the Chief Justice or a $\frac{2}{3}$ vote of the Council.

Section IV - Disciplinary Action

1. Any Associate Justice or Judicial Staff member found in violation of the Confidentiality Agreement shall be subject to immediate dismissal by the Chief Justice or a $\frac{2}{3}$ majority of the Council;
2. If the Council determines that a hearing is needed, the member accused of violating confidentiality will, in closed session, plead their case to the Council;
 - a. If the Council determines, by a $\frac{2}{3}$ vote, that the member is in violation, then the member shall be immediately removed.
 - b. If the Council does not achieve a $\frac{2}{3}$ majority, then dismissal is retained by the Chief Justice, unless reversed by unanimous decision.

Section V - Amendments

1. This chapter of the Judicial Rules and Procedures may be amended through:
 - a. A simple majority of the Judicial Council;
 - b. Amendments may only be made by members of the Judicial Branch, as defined in Chapter 1 of the Rules and Procedures;