

OPPM 3000 – Human Resources

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**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
DRUG FREE WORKPLACE**

Section: 3010	Initial Date of Approval: 7/20/11 Revision Date(s):
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PURPOSE

To establish and maintain a drug-free work place.

REFERENCES

Drug- Free Schools and Communities Act (DFSCA)
Drug-Free Schools and Campuses Regulations
Drug-Free Workplace Act of 1988
Controlled Substances Act (21 U.S.C. 812)
21 CFR 1308.11 through 1308.15
Student Code of Conduct

POLICY

The College is committed to providing a drug-free workplace. Abuse of controlled substances negatively impacts the educational environment, job performance and employee/student safety. The College's objective is to insure that employees are in a position to perform their duties safely and efficiently in the interests of their fellow employees, students as well as themselves. The presence of controlled substances on the job, and the influence of these substances in the working environment are inconsistent with the College's objective.

PROCEDURE

Employees and students will be made aware that the unlawful possession, use, or distribution of controlled substances on College property, or as any part of a College activity is prohibited.

At the time of hire, employees will be requested to sign a Drug Free Statement indicating they have received, read and understand the Drug Free Workplace policy of Skagit Valley College. The signed Drug Free Statement will be filed in their personnel file.

Students, through the College publications, are provided information regarding the policy on a Drug Free Workplace.

An employee or student violating the College's policy are subject to sanctions imposed by the College which are consistent with disciplinary action in accordance with

applicable contract provisions, Code of Student Conduct, local, state, federal law and regulations.

Administrative Responsibility: Executive Director of Human Resources

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
FAMILY MEDICAL LEAVE**

Section: 3020	Initial Date of Approval: 7/20/11 Revision Date(s):
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PURPOSE

To provide employees the opportunity to request Family Medical Leave.

REFERENCES

The Family and Medical Leave Act of 1993 (FMLA)
28 U.S.C § 8
29 U.S.C. § 2611, 2612, 2613, 2614
29 C. F. R. § 825
Fair Labor Standards Act (FLSA)
Collective Bargaining Agreements
RCW 18.57 Osteopathy
RCW 18.71 Physicians
RCW 18.79 Nursing Care
RCW 49.12 Industrial Welfare
RCW 49.76 Domestic Violence Leave
RCW 49.77 Military Family Leave Act
RCW 49.78 Family Leave
WAC 182-12 Eligible and Noneligible Employees

POLICY

Eligible employees may be granted up to 12 weeks of leave in a rolling 12 month period in accordance with the Family Medical Leave Act of 1993 (FMLA).

PROCEDURE

An eligible employee must meet all of the following conditions:

1. The employee must have worked for Skagit Valley College for at least 12 months preceding the leave; and
2. The employee must have worked at least 1,250 hours in the twelve months preceding the commencement of the leave. This 1250 hour requirement does not count paid time off such as time used as annual leave, sick leave, personal holiday, personal leave day, compensatory time off, or shared leave. Employees receive credit for any time spent in the military reserves. Persons reemployed following military service gets credit for hours they would have worked if they hadn't been in the service.

Leave may be granted for:

1. The birth and care of a newborn child;
2. The placement of a child with the employee for adoption or foster care and to care for the child;
3. To care for a family member (spouse, child, parent or domestic partner as defined by WAC 182-12-260) with a serious health condition;
4. For the employee's own serious health condition which makes them unable to perform the essential functions of their job; or,
5. Due to a qualifying exigency arising from the fact that the family member of the employee is on covered active duty or has been notified of pending call to covered active duty in the Armed forces;
6. In the case of Military Caregiver Leave Entitlement, an eligible employee who is a child, parent of a child of any age, or next of kin of a covered service member is entitled to up to 26 weeks of leave in 12 month period to care for the service member who is undergoing treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for serious injury or illness;
7. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of the birth or the placement of the foster or adopted child.

Serious health condition means:

1. An illness, injury, impairment, or physical or mental condition that involves:
 - A. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity, **or**
 - B. Continuing treatment by a health care provider which includes any period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times by or under the supervision of a health care provider; **or**
 - C. Treatment by a health care provider on at least one occasion with a continuing regimen of treatment of the health care provider.
2. Incapacity due to pregnancy or prenatal care;
3. Any period of incapacity or treatment due to a chronic serious health condition, which requires periodic visits for treatment by a health care provided, continues over an extended period of time, and may involve occasional episodes of incapacity;
4. A permanent or long-term condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of a health care provider, rather than active treatment;
5. Any periods of absences to receive multiple treatments for restorative surgery after an accident or other injury, or for a condition which would likely result in a period of incapacity of more than three consecutive calendar days if not treated.

Health care provider means:

A person licensed as a physician as defined in 18.71 RCW or osteopathic physician and surgeon under chapter 18.57 RCW or a person licensed as an advanced registered nurse practitioner under RCW 18.79.

I. Leave Coverage and 12-Month Period

1. An eligible employee can take up to 12 work weeks of leave during a 12-month period. The FMLA leave entitlement period is a rolling twelve (12) month period measured forward from the date the employee begins FMLA leave. Each time the employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave. The employee's next FMLA leave year would begin the first time FMLA leave is taken after completion of the previous 12-month period.
2. If spouses/domestic partners both work for SVC, they may only take a combined total of 12 weeks of FMLA leave in the 12-month period for the purpose of taking leave for the birth of a child or placement of a child or to care for the employee's parent with a serious health condition.
3. For employees who normally work less than a full-time schedule, the amount of leave will be determined on a pro rata basis and will be determined based on the employee's status at the time of the request for leave.

II. Employee Request for Leave and Employer Designation

It is the employee's responsibility to notify their supervisor of the need for leave and to provide reasons for the leave to allow the employer to determine if the leave qualifies for FMLA leave. The employee should provide the anticipated timing and duration of the leave. The employee must notify their supervisor at least 30 days in advance of the need for leave if the need for leave is foreseeable. If the need for leave is not foreseeable, notice must be given as soon as possible.

The employee's supervisor may inquire further regarding the need for leave if the employee does not initially provide enough information to determine if the leave request qualifies for FMLA designation.

The employee's supervisor or Human Resources (HR) will provide the employee with an FMLA request form to be completed by the employee and a medical certificate to be completed by the employee's or family member's health care provider. The employee should return these forms to HR within 15 calendar days after the employee receives them.

The College will normally determine eligibility and notify the employee that the leave will be designated as FMLA within two business days, absent extenuating circumstances, of the date the College receives knowledge that the leave is being taken for a FMLA qualifying reason. The designation can be made either orally or in

writing. If given orally, it will be followed up in writing by the next payday that is at least one week away from the oral notification.

III. Substitution of Paid Leave

Skagit Valley College will require an employee to exhaust all paid leave before using leave without pay for an FMLA covered event. The use of any leave, paid or unpaid (excluding leave for a work related injury or illness covered by workman's compensation or assault benefits or compensatory time earned under the Fair Labor Standards Act) for an FMLA qualifying event will run concurrently with, and not in addition to, the use of FMLA for that event. The types of leave to be substituted for otherwise unpaid FMLA leave include annual leave, sick leave, shared leave, and/or personal holidays.

Such use of sick leave is allowed only for those purposes that sick leave use is normally allowed for pursuant to state laws or Skagit Valley College policy, as applicable. Compensatory time earned pursuant to the Fair Labor Standards Act will not be counted toward the FMLA entitlement, although an employee is allowed to use compensatory time for a FMLA qualifying event.

IV. Medical Certification

Medical certification will be required for any request for use of Family Medical Leave. The employee will be asked to respond to the request for a complete medical certification within fifteen (15) calendar days of the request or to provide a reasonable explanation of the delay. Failure to provide the requested certification may result in the denial of FMLA. Certification should be provided by using the Medical Certification Form attached. All applicable information should be included.

If the College has questions regarding the initial medical certification they may, with a release from the employee, ask their health care professional to contact the employee's health care professional to authenticate or clarify the original certificate.

If the College has reason to question the medical certification, they may elect to seek a second opinion from a health care provider of their choosing at SVC expense. If the second opinion conflicts with the first opinion, a third opinion may be obtained at SVC expense from a health care provider mutually chosen by the employee and SVC. The third opinion will be controlling. The employee will be considered provisionally entitled to leave pending the second and/or third opinion.

The College may ask for re-certification under the provisions of the FMLA. Re-certifications are provided at the employee's expense.

V. Continuation of Benefits

1. During approved FMLA leave, the College will continue an eligible employee's health and other benefits at the same level and under the same conditions as if the employee had continued to work. The eligible employee will be required to pay for their portion of their health care and other benefit premiums during their FMLA absence.
2. During paid leave, the College will continue to make payroll deductions for the employee's share of the health care and other premiums. During unpaid leave the employee must continue to make these payments. Payment should be made to the Payroll department. If the employee on unpaid leave does not pay their share of the premiums, the College may elect to make these payments on behalf of the employee, thus continuing their benefits, and collect the amounts due from the employee upon his or her return to work. The employee using unpaid FMLA leave will be required to indicate on the FMLA request form how they intend to pay their share of premiums during their absence.
3. If an eligible employee chooses not to return to work at the conclusion of their unpaid FMLA leave for reasons other than a continued serious health condition of the employee or the employee's family member, or a circumstance beyond the employee's control, the College will require the employee to reimburse the College the amount of health care benefit premiums paid by the College for the employee during the FMLA leave period.

VI. Returning to Work

1. Upon returning to work after the employee's own FMLA qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider. The fitness for duty certificate should be job related and consistent with business necessity. A fitness for duty certificate will not be required for intermittent leave usage.
2. Following absence granted for an approved FMLA event, an employee shall be returned to the same or an equivalent position as the one held immediately prior to the absence.
3. An employee returning from FMLA leave has no greater entitlement to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

Administrative Responsibility: Executive Director of Human Resources

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
FAITH OR CONSCIENCE LEAVE**

Section: 3025	Initial Date of Approval: 6/5/19 Revision Date(s):
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PURPOSE

To establish a policy to provide faith or conscience leave to employees.

REFERENCES

SSB 5173
RCW 1.16.050
RCW 43.41.109
WAC 82-56-010-030
WAC 357-31-053

POLICY

Employees, including faculty and administrative exempt, will be granted up to two days of unpaid leave for the purpose of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Skagit Valley College will review the request on a case-by-case basis and approve the time off unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety.

When requesting an unpaid holiday in accordance with WAC 357-31-052, an employee must give at least fourteen calendar days' notice to the supervisor in accordance with the employer's leave policy. The employee and supervisor may agree upon a shorter time frame. Unpaid leave for this purpose must not be denied due to not meeting the time frame. Leave may only be denied for undue hardship as defined in WAC 82-56-020.

Leave is unpaid unless the employee elects to utilize vacation or a personal holiday/leave day.

DEFINITIONS

For the purposes of this law, "undue hardship" is defined as:

An action requiring significant difficulty or expense to the employer. The following factors should be considered in determining whether approving unpaid leave results in an undue hardship to the employer:

1. The number, composition, and structure of staff employed by the employing entity or in the requesting employee's program.
2. The financial resources of the employing entity or the requesting employee's program.
3. The number of employees requesting leave for each day subject to such a request.
4. The financial impact on the employing entity or requesting employee's program resulting from the employee's absence and whether that impact is greater than a de minimus cost to the employer in relation to the size of the employing entity or requesting employee's program.
5. Impact on the employing entity, the requesting employee's program or public safety.
6. Type of operations of the employing entity or requesting employee's program.
7. Geographic location of the employee or geographic separation of the particular program to the operations of the employing entity.
8. Nature of the employee's work.
9. Deprivation of another employee's job preference or other benefit guaranteed by a bona fide seniority system or collective bargaining agreement.
10. Any other impact on the employing entity's operation or requesting employee's program due to the employee's absence.

PROCEDURE

1. All requests must be submitted within 14 days to the supervisor for approval.
2. The request shall not be deemed approved unless it has been authorized in writing by the employee's supervisor.
3. The supervisor shall evaluate requests on a case by case basis, by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" as defined by the Office of Financial Management.

4. Employees are required to designate such leave as 'faith or conscience leave' in their request for leave and in their time and leave reporting.
5. The two (2) unpaid holidays must be taken during a calendar year, if at all, and must be taken in full-day increments.
6. The unpaid holidays do not carry over from one year to the next.
7. If an employee making a request is represented by a union, in determining whether the employee's absence would result in an undue hardship, the request must be reconciled, when feasible with the provisions of the applicable collective bargaining agreement. If an employee making a request is covered under a collective bargaining agreement, the employing agency must determine whether the request can be granted without violating that collective bargaining agreement.

Administrative Responsibility: Associate Vice President – Human Resources

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
SHARED LEAVE**

Section: 3030	Initial date of Approval: 7/20/11 Revision Date(s):
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PURPOSE

To provide employees the opportunity to request shared leave.

REFERENCES

BSL-3 (2)
WAC 357-31
RCW 41
Collective Bargaining Agreements

POLICY

The leave sharing program allows college employees to donate leave, in compliance with current statute, to co-workers whose regular paid leave is depleted because of extraordinary or severe illness, injury, impairment, or physical or mental condition of themselves, a relative, or household member.

PROCEDURE

Leave sharing permits state employees to financially aid other College employees who will need to take leave without pay or separate from employment due to:

1. Having a severe or extraordinary illness; or,
2. Having care giver responsibilities for a relative or a household member with a severe or extraordinary illness; or,
3. When voluntarily or involuntarily serving in the uniformed services.
 - A. Serving in the uniformed services means being on active duty or active duty for training, inactive duty training, initial active duty training, full-time national guard duty, and absence from work to be examined for fitness for duty
 - B. Uniformed services means the armed forces, the army or air national guard of any state, territory, commonwealth, possession or district, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the president of the United States in time of war or national emergency.

- C. The employee is a victim of domestic violence, sexual assault or stalking and has used or is about to use all of the employee's eligible annual and sick leave.

"Shared leave" may be a combination of vacation leave, sick leave, and/or personal holiday hours.

College employees who accrue leave and who meet eligibility requirements (see below) may donate and receive shared leave. Some restrictions may apply to federal and state grants. Leave sharing at Skagit Valley College is limited to eligible Skagit Valley College employees, and does not extend to other Washington State agencies.

Requests to receive shared leave require the supervisor and the Human Resources' approval and appropriate documentation from a health care provider. To make a request for shared leave, please contact the Human Resources Office.

ELIGIBILITY

To be eligible to receive shared leave an employee must meet the following eligibility requirements:

1. Have a severe or extraordinary illness; or,
2. Have caregiver responsibilities for a relative or a household member with a severe or extraordinary illness; or
3. When voluntarily or involuntarily serving in the uniformed services as defined above; and,
4. Have depleted or almost depleted all eligible paid leave (sick and vacation leave, personal holiday, as eligible, for serious illness; and vacation leave for uniformed service duty); and
5. Not be eligible for time loss compensation from the Washington State Department of Labor and Industries.

DEFINITIONS

Extraordinary or Severe Illness or Injury: Examples include cancer, major surgery, chemotherapy, broken back, fractured pelvis, liver transplant, heart transplant, AIDS, fetal endangerment, hysterectomy.

Household Member: A person who resides in the same home and who provides reciprocal personal and financial support to the employee.

Relative: A spouse, child, stepchild, grandchild, foster child, legal ward, parent, or grandparent.

Administrative Responsibility: Executive Director of Human Resources

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
REASONABLE ACCOMMODATION IN EMPLOYMENT**

Section: 3040	Initial Date of Approval: 7/20/11 Revision Date(s):
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PURPOSE

Persons with disabilities have the right to request and receive reasonable accommodation in all aspects of employment including but not limited to: application; recruitment; selection/hiring; promotion; testing; medical examinations; layoff/recall; assignments; termination; evaluation; compensation; disciplinary actions; leave; training; the terms, conditions and benefits of employment including insurance benefits; and employer supported activities.

REFERENCES

Americans with Disabilities Act of 1990
Americans with Disabilities Amendments Act of 2008
Rehabilitation Act of 1973 as Amended
Architectural Barriers Act
Collective Bargaining Agreements
Washington State Executive Order 93-03

POLICY

It is the policy of the College to provide Reasonable Accommodations to persons with disabilities and to comply in good faith with the requirements of applicable laws, rules, and regulations.

PROCEDURE

Equal Employment Opportunity – the opportunity to perform the essential job functions or to enjoy equal benefits and privileges of employment as are available to a similarly – situated applicant or employee without a disability.

Essential functions – the fundamental job duties of the position that the individual with the disability holds or desires. The term “essential functions” does not include the marginal functions of the position. The following criteria should be considered in identifying the essential functions of a position:

1. Employees in the position are actually required to perform the function;
2. Removing the function would fundamentally change the job;
3. The position was established to perform the function;

4. There are a limited number of other employees available to perform the function, or among whom the function can be distributed; and
5. The function is highly specialized, and the person in the position is hired for his/her special expertise or ability to perform it.

Persons with a disability – persons having a physical or mental impairment that substantially limits one or more major life activities; or a person who has an abnormal condition that is medically recognizable or diagnosable, and who is denied reasonable accommodation or is discriminated against on the basis of that condition.

Qualified individual with a disability – an individual with a disability who meets the skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of the job.

Reasonable accommodation – a modification or adjustment to a job, work environment, policies, practices or procedures that enables a qualified individual with a disability to enjoy equal employment opportunity, benefits, privileges and conditions of employment.

Reasonable accommodations may include, but are not limited to, the following actions:

1. Modification of the employee's regular job duties and/or work schedule;
2. Assignment to a different available position within the current class;
3. Opportunity to apply for other employment within the institution for which the employee qualifies;
4. Leave of absence in accordance with appropriate Collective Bargaining Agreements;
5. Physical office/equipment changes or office relocation to make facilities accessible and usable.

Reasonable accommodations are determined by the circumstances in each case. Not all possible accommodations are reasonable, specifically if they cause an undue hardship.

Undue hardship – An excessively costly, extensive, substantial, or disruptive modification, or one that would fundamentally alter the nature or operation of the institution. The following criteria shall be considered in determining undue hardship:

1. The nature and net cost of the accommodation needed, taking into consideration the availability of outside funding;

2. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of employees, and the effect on expenses and resources;
3. The overall financial resources of the covered entity with respect to the number of employees and the number and type and location of its facilities;
4. The type of operation or operations of the covered entity, including the composition, structure and functions of the workforce of such entity, and the geographic separateness, and administrative or fiscal relationship of the facility or facilities in question to the covered entity; and
5. The impact of the accommodation on the operation of the facility including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business.

Health Care Professional – A person who has completed a course of study and is licensed to practice in a field of health care which includes the diagnoses and assessment of the particular disability or disabilities in question.

I. RESPONSIBILITIES/RIGHTS

A. Responsibilities/Rights of Employees/Applicants

1. It is the obligation of an individual with a disability to request a reasonable accommodation and to provide information/documentation from a health care professional to verify the disability and make decisions regarding reasonable accommodation. This documentation must include a description of the nature and extent of the disability and must explain how the disability limits their performance.
2. A qualified individual with a disability has the right to refuse an accommodation; however, if after refusing the accommodation the essential elements cannot be performed, the individual will not be considered qualified.
3. In a situation where the college is attempting to accommodate or assist the employee in applying for other positions the employee is responsible for: providing current information showing skills, abilities, training, and experience; identifying the types of jobs s/he is interested in and qualified for; applying for vacant positions; and advising the college of any change of address/phone number.

B. Responsibilities/Rights of Skagit Valley College

1. The college must provide reasonable accommodation to the known physical, mental or sensory limitations of an otherwise qualified individual with a disability. This is an ongoing responsibility, which applies to all aspects of employment. This includes:

Selection, selection for promotion, training, traveling, participation in projects and committees, developmental work assignments or any opportunity which may have an impact on an employee's career development;

Opportunities to enjoy all employer supported social or recreational activities;

Timelines for all activities and opportunities which allow an employee to enjoy equal terms, benefits, privileges and conditions of employment;

Information regarding benefits privileges, and conditions of employment must be provided in a format, which is readily accessible to the disabled employee.

2. Information regarding the presence or nature of an employee's or applicant's disability must be treated as a confidential medical record and shall be maintained in a secure manner with access restricted to designated personnel on a need to know basis; these records will be kept separate from personnel files.
3. Employees will be notified of the college's obligation to provide reasonable accommodations and be instructed as to how to initiate such a request.
4. The institution may request verification from the employee's or applicant's health care provider when an applicant/employee requests a reasonable accommodation when a disability is not readily apparent and has not been previously documented. The college may obtain a second opinion at its own expense from a health care provider of its selection. Such inquiries must be limited to verification of the employee's/applicant's claims, except that the college may also request suggestions for alternative accommodations.
5. Notification of the right to make an accommodation request and information on how to initiate such a request must be included with all position announcements and bulletins. The college will respond to such requests in a timely way.
6. Qualification standards, employment tests or other selection criteria must not screen out or tend to screen out an individual with a disability unless they are job related and necessary for the employer. Employment tests must accurately reflect skills, aptitude, or other factors being measured and not the impaired sensory, manual, or speaking skills of an employee or applicant with a disability unless those are the skills the test is designed to measure.
7. The Human Resources Office is the designated contact point for information about job openings and the application process. The Human Resource office staff have the authority to initiate the college's process for the provision of reasonable accommodations for applicants.

II. PROCESS

1. Upon receiving a written request for reasonable accommodation, the Executive Director of Human Resources shall consult with the individual with a disability and their supervisor to find out the specific limitations as they relate to the essential job functions, identify the barriers to job performance and assess how an accommodation can overcome these barriers. Verification of the disability/limitations and/or a second opinion may be appropriate.
2. The Executive Director of Human Resources will consult with the employee/applicant, their supervisor (if an employee), and may consult with other knowledgeable sources, to identify potential accommodations and assess how effective each would be in enabling the individual to perform the essential job functions.
3. If there are two or more effective accommodations that would allow the individual with a disability to perform essential job functions, after considering the preference of the individual with a disability, the employer may select the accommodation to be provided.
4. When an accommodation in an employee's present position is not reasonable, or would cause an undue hardship, the college will attempt to accommodate the employee through reassignment to a vacant position, at the same pay range or lower, for which s/he is qualified. Within practical limitations, the college may also assist the employee in identifying and applying for vacant positions for which s/he is qualified within other agencies/institutions.
5. Written justification, signed by the President, must be provided for any decision not to provide a reasonable accommodation because of undue hardship. The decision should include the practical and available limits of the institution's ability to draw upon resources available elsewhere within state government.
6. If the cost of a reasonable accommodation would impose an undue hardship, and there are not other financial resources available, the individual with a disability must be given the option of providing the accommodation, or paying that portion of the cost which would constitute an undue hardship.
7. If no reasonable accommodation can be made a separation due to disability is initiated in accordance with the following procedure and the appropriate collective bargaining agreements.
 - a. Written notice of separation is provided to the employee. Notice includes, in part, the reason for separation.

- b. The employee will be provided with a list of benefit assistance programs offered by other agencies (i.e. public assistance, disability retirement, social security, etc.) and information concerning COBRA.
 - c. Classified employees will be notified of their option to apply for return to employment and appeal rights; and will be provided with the following information: provisions governing reemployment, assistance provided by the institution when seeking reemployment, information pertaining to a probationary period for employees returning from disability separation information pertaining to the definition and composition of eligible lists information pertaining to training and development for employees returning from separation copies of applicable civil service rules.
8. The college's internal grievance procedures as set forth in its collective bargaining or other applicable agreements shall be used for addressing disputes related to requests for reasonable accommodation.

III. DISSEMINATION

A copy of this procedure will be given to an employee at the time of a request for accommodation or when steps to accommodate are initiated by the institution.

Administrative Responsibility: Executive Director of Human Resources

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
SUSPENDED OPERATIONS**

Section: 3050	Initial Date of Approval: 7/20/11 Revision Date:
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PURPOSE

To provide a process for suspending operations as a result of safety, health or emergency conditions of the College.

REFERENCES

Collective Bargaining Agreements

POLICY

The College may suspend operations when the public health, property or safety is jeopardized.

PROCEDURE

The President or his/her designee may suspend the operation of all or any portion of the College. Suspended operations will be announced through established processes including appropriate media, telephone messages, College web page announcements and other resources as appropriate.

Use of leave during suspended operations will be in compliance with the appropriate collective bargaining agreements, or as approved by supervisors for non-represented employees.

Administrative Responsibility: Executive Director of Human Resources

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
TELEWORK**

Section: 3060	Initial Date of Approval: 7/20/11 Revision Date(s): 6/8/2020, 4/15/2022
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PURPOSE

To provide employees the opportunity to perform some or all of their assigned duties at other than the conventional workplace to enhance employee productivity, creativity and job satisfaction, as well as maintain or improve utilization of office space, while also contributing to commute trip reductions.

REFERENCES

Collective Bargaining Agreement
[Fair Labor Standards Act \(FLSA\)](#)
Telework Assignment Agreement and Work Plan
[Washington State Executive Order 01-03](#)

POLICY

The SVC Telework Policy is designed to make sure employees understand the College's expectations while working from home and who is eligible to participate in the telework program.

The Telework Policy is governed by the standards and procedures contained within this document, negotiated agreements and applicable laws.

In the event of a school or public emergency, SVC may adjust the Telework Policy to ensure educational, business and operational continuity as deemed necessary by the President of the College and the Associate Vice President of Human Resources.

PROCEDURE

Telework is a temporary arrangement between the employee and their administrator, which may be terminated by either party with reasonable notice.

To be approved, a telework agreement and workplan must be developed that meets the following conditions:

1. Approval of the telework arrangement will have no negative impact on:
 - a. The employee's or another employee's performance;
 - b. Student and/or customer service;
 - c. Inter-departmental communications;
 - d. The efficiency or effectiveness of work coordination between interdependent work units.

2. Approval of both the employee and the immediate supervisor, indicating agreement on the teleworking conditions and restrictions.
3. The employee and the employee's immediate supervisor must complete the Telework Agreement and Work Plan and gain approval by the Unit Dean or equivalent approval authority before any telework arrangement can begin.

To apply for a telework arrangement, an employee and their immediate supervisor must complete the following, without exception:

1. Telework Assignment Agreement and Work Plan

TELEWORK AGREEMENT AND WORK PLAN

The employee and the employee's immediate supervisor must complete the Telework Agreement and Workplan and gain approval by the Unit Dean or equivalent appropriate authority, before any telework arrangement can begin.

The agreement shall include the following:

1. A work schedule;
2. The location of the alternate worksite;
3. A brief description of how the duties of the position will be carried out and where each duty will take place (i.e. at an alternate worksite, on site);
4. Communications procedures to be used;
5. What equipment and/or supplies (including computer hardware/software configurations) will be used and who will provide them, and
6. Any applicable data security procedures.

Telework agreements shall not exceed one year in duration and must provide specific time intervals for meetings and communications with the employee's supervisor, co-workers, students, and other constituents as appropriate. Skagit Valley College's business and operational needs take precedence over teleworking and may justify termination of the agreement. Modification to existing agreements or new agreements must follow the eligibility requirements and Telework Agreement guidelines as established. Modifications to the agreement may be initiated by either the employee or supervisor.

A copy of the Telework Agreement and Workplan will be kept on file with the teleworker's supervisor, and the original will be kept in Human Resources.

DEFINITIONS OF ALTERNATE WORK SITE, EQUIPMENT AND SUPPLIES, AND EMPLOYMENT CONDITIONS,

Each teleworking arrangement must address three important aspects; conditions of alternate worksite, equipment and supplies, conditions of employment while teleworking:

Conditions for Alternate Worksite

1. Skagit Valley College is responsible for providing standards to ensure a safe and healthy work environment for the teleworker at an alternate worksite. The employee will agree to follow these standards and safe working procedures.

2. Skagit Valley College shall retain the right to evaluate telework location conditions at any time.
3. When the teleworker's alternate worksite is in the home, the teleworker shall be responsible for maintaining a designated workspace in a safe, healthy, professional, and secure manner. Failure to do so may be cause for termination of the telework agreement and/or disciplinary action up to and including termination.
4. It is the employee's responsibility to immediately report to their supervisor any/all industrial accident(s) occurring as a result of performing job related responsibilities.

Since the employee's remote workspace will be considered an extension of Skagit Valley College's workspace, the State's liability for job-related injuries to the employee will apply. Since the workplace and home will be one in the same, worker's compensation will not apply to non-job-related injuries that might occur in the home.

Equipment and Supplies

1. The supervisor will evaluate equipment needs in collaboration with the SVC IT Department and will document equipment assigned to the telework location on the Telework Agreement and Work Plan.
2. The employee is responsible for the protection and security of the equipment Skagit Valley College assigns to the employee's telework location until it is returned to Skagit Valley College.
3. If Skagit Valley College equipment on loan to a teleworker is damaged or stolen while in the possession of the teleworker, the employee must immediately notify their supervisor in accordance with *OPPM 6700- Theft of Public Fund or Property*.
4. If the employee uses personal equipment, they must adhere to all data and security requirements outlined in the Teleworking Policy and may be required to certify that they have installed recent virus protection software.
5. If the employee does not have equipment assigned or provided by their department, they may be authorized to "check-out" equipment on a temporary basis from the IT Department. In such case, the employee will follow any IT required procedures and will document the equipment on the Telework Agreement and Work Plan.
6. If the alternate worksite is other than the employee's home, Skagit Valley College will have responsibility for providing the appropriate equipment.
7. The supervisor may arrange for the teleworker to connect to the Skagit Valley College network through the SVC IT Department.
8. If a SCAN number is assigned to the employee, it will be used solely for work related calls. Work related, long distance call charges using other carriers will be reimbursed according to existing Skagit Valley College procedures.

As each teleworking arrangement will be unique, an agreement may contain specific rules and conditions under each of these aspects that the employee, supervisor and Skagit Valley College have identified as important to ensure that particular arrangement is successful.

Conditions of Employment Teleworking

1. The duties, obligations, and job responsibilities assigned to the employee will remain the same while teleworking.
2. During a teleworking agreement the employee's salary, benefits and other employer insurance coverage shall remain in effect.
3. Teleworking shall not be used as a substitute for dependent care. Teleworkers shall make necessary arrangements for their dependents during the agreed upon work hours to ensure the successful completion of their assigned work duties.
4. Collective Bargaining Agreements governing leave, overtime, hours of duty and scheduled workweek; Fair Labor Standards Act (FLSA) rules governing overtime; and Skagit Valley College policies and procedures will continue to apply to Skagit Valley College teleworkers.
5. Employees remain obligated to comply with all agency rules, policies, practices and instructions. Failure to do so may result in the termination of the teleworking agreement and/or disciplinary action up to and including termination of employment, in accordance with applicable rules, regulations and the Collective Bargaining Agreement.
6. Performance evaluation requirements for teleworkers shall not differ from non-teleworkers. Teleworking arrangements may be revoked if performance and/or reliability issues arise and are communicated by the supervisor.
7. In the event circumstances prohibit the teleworker from performing their assigned duties while teleworking, the teleworker shall immediately notify their supervisor for further work direction.
8. Vacation, sick and other leave while teleworking will continue to require approval by the employee's supervisor.
9. All sick leave will be reported by the employee to their supervisor in accordance with applicable collective bargaining agreements, and/or District procedures.
10. Teleworkers will be expected to check their E-mail, voice mail and remain accessible by direct phone during approved telework hours identified in the Telework Agreement and Work Plan. Failure of a teleworker to notify their supervisor that they cannot be reached at their teleworking location during hours specified in the Teleworking Agreement is grounds for terminating the agreement.
11. To protect confidentiality and guard against data contamination, teleworkers shall follow Skagit Valley College approved data security procedures at their alternate worksite.
12. Teleworkers using Skagit Valley College-provided computer software shall adhere to the manufacturer's licensing agreements, including the prohibition against unauthorized duplication. The teleworker will not load non-business software on Skagit Valley College-provided computers and will follow the Employee Acceptable use Guidelines for Skagit Valley College Technology Resources at all times. Skagit Valley College software that has an "on site license contract", cannot be installed on an employee owned computer.

13. Office supplies for use by teleworkers at their alternate worksites shall be provided by Skagit Valley College and should be obtained during the teleworker's in office work periods. Out-of-pocket expenses for supplies or services shall be preapproved and will be reimbursed according to existing agency procedures.

TERMINATION OF AGREEMENT

Teleworking arrangements are for mutual benefit and not an employee right. No teleworking agreement will be approved beyond one year, although subsequent agreement can be reached for subsequent periods. Teleworking agreements must meet the operational needs of Skagit Valley College and failure of an agreement to meet operational needs shall be grounds for immediate termination of the agreement. It is not the intent of the Teleworking Policy to take the place of flexible work schedules as approved by a supervisor and employee. Further, the agreement may be terminated by either the employee or the immediate supervisor for any reason upon reasonable notice, fourteen (14) calendar day's written notice, to the other party.

PRACTICES AND EVALUATION

Skagit Valley College Human Resources Office will provide consultation for the proper implementation of teleworking.

Administrative Responsibility: Associate Vice President of Human Resources

**SKAGIT VALLEY COLLEGE
NON-DISCRIMINATION AND HARASSMENT
POLICY AND PROCEDURES**

Section: 3070	Initial Date of Approval: 7/20/11 Revision Date(s): 12/29/14; 5/11/15; 8/11/20; 3/18/22
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PURPOSE

Skagit Valley College recognizes its responsibility for investigation, resolution, implementation of corrective measures, and monitoring the educational environment and workplace to stop, remediate, and prevent discrimination on the basis of race, color, national origin, age, perceived or actual physical or mental disability, pregnancy, genetic information, sex, sexual orientation, gender identity, marital status, creed, religion, honorably discharged veteran or military status, or use of a trained guide dog or service animal, as required by Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and ADA Amendment Act, the Age Discrimination Act of 1975, the Violence Against Women Reauthorization Act and Washington State's Law Against Discrimination, Chapter 49.60 RCW and their implementing regulations. To this end, Skagit Valley College (the College) has enacted this policy prohibiting discrimination against and harassment of members of these protected classes. Any individual found to be in violation of this policy will be subject to disciplinary action up to and including dismissal from the College or from employment.

This policy and related procedure addresses occurrences of discrimination and harassment based on membership or perceived membership in a protected class as well as gender-based discrimination that falls outside the jurisdiction of Title IX. Occurrences of sexual harassment falling within the jurisdiction of Title IX as defined in 34 C.F.R. §106.30 are addressed under the Title IX Grievance Procedure.

Any employee, student, applicant, or visitor who believes that they have been the subject of discrimination, harassment, or bullying should report the incident or incidents to the College's Title IX/EEO Office identified below.

All District employees (faculty, staff, student employees and administrators) are designated as "responsible employees" and must report actual or suspected discrimination or harassment immediately, subject to limited exceptions for employees who are statutorily barred from reporting. All details of the reports they receive must be shared promptly. If the complaint is against that Coordinator, the impacted party should report the matter to the president's office for referral to an alternate designee.

REFERENCES

Title IX of the Education Amendments of 1972
Violence Against Women Reauthorization Act (VAWA)
Americans with Disabilities Act and ADA Amendment Act (ADA & ADAA)
Section 504 of the Rehabilitation Act of 1973
Title VI and VII of the Civil Rights Act of 1964
Age Discrimination in Employment Act of 1967 (ADEA)
Washington Law Against Discrimination (WLAD), RCW 49.60
Washington State and SVC Collective Bargaining Agreements
RCW 28B.110
RCW 26.50.010
RCW 9A.44.093
34 CFR §668.46

TITLE IX /EEO OFFICE

Title: Associate Vice President of Human Resources, Title IX/EEO Coordinator

Department: Human Resources/Title IX/EEO Office

Number: 360-416-7679

Title: Deputy Title IX/EEO Coordinator

Department: Human Resources/Title IX/EEO Office

Number: 360-416-7923

The Title IX/EEO Coordinator or designee:

- will accept all complaints and reports from college employees, students, applicants, and visitors
- will inform the complainant of resources and will assist with contacting law enforcement, if desired
- will provide information about Advocates
- will make determinations regarding how to handle requests by complainants for confidentiality.
- Will make determinations of whether the complaint meets the definition of sexual harassment as defined in 34 C.F.R §106.30 and must be pursued in accordance with the College's Title IX Grievance Policy and procedures.
- will keep accurate records of all complaints and reports for the required time period
- may conduct or delegate investigations and oversee investigations conducted by a designee.
- may impose interim remedial measures to protect parties during investigations of discrimination or harassment.
- will make findings of fact on investigations completed
- may recommend specific corrective measures to stop, remediate, and prevent the recurrence of inappropriate conduct.

DEFINITIONS

The following definitions are specific to the terms of this procedure and do not modify or revise similar terms as used in related procedures or collective bargaining agreements.

Advocate: Individuals who assist members of the SVC community with concerns about their rights and the policies and procedures of Skagit Valley College. Advocates will:

- Provide information on college policies and Title IX obligations
- Provide resources about counseling and medical resources both on campus and in the community
- Upon request, assist complainant with filing a complaint
- Upon request, assist respondent with reviewing college policies and procedures
- Act as a neutral/impartial resource for student/staff
- Upon request, serve as advocate during investigation

Bullying: Workplace and/or Classroom bullying is defined as persistent, unwelcome, severe, and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee or student, whether verbal, physical or otherwise, including “cyber” bullying, in the course of employment or pursuit of education. Any employee found in violation of this policy will be disciplined up to and including immediate termination. Any student found in violation of the Code of Student Conduct, as it relates to this policy, will be disciplined. Examples of bullying behavior include, but are not limited to:

- Being held to a different standard than the rest of an employee’s work group;
- Consistent ignoring or interrupting of an employee in front of co-workers;
- Personal attacks (angry outbursts, excessive profanity, or name-calling);
- Encouragement of others to turn against, marginalize, or ostracize the targeted employee;
- Use of email, internet, or other “cyber” venues to denigrate the targeted employee.

Business Day: A week-day, excluding weekends and college holidays.

Calendar Day: Days on the calendar including weekends and holidays. “Day” refers to calendar days unless otherwise specified.

Campus: (1) Any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of, or in a manner related to, the institution’s educational purpose, including residence halls; and (2) Any building or property that is within or reasonably contiguous to the area identified in

paragraph of this definition, that is owned by the institution but controlled by another person, is frequently used by students, and supports institutional purposes (such as food or other retail vendor).

Coercion: using pressure (verbal or emotional), deception, or manipulation to cause someone to agree to sexual contact against their will, without the use of physical force.

Complainant: employee(s), student(s), applicants, or visitors(s) of Skagit Valley College who alleges that she or he has been subjected to discrimination or harassment due to their membership in a protected class.

Complaint: a description of facts that allege violation of the College's policy against discrimination or harassment.

Conflict of Interest: If an advocate, designee or investigating authority has an actual or perceived conflict of interest, that individual may excuse themselves from the process. Once excused, that member will not have access to records/evidence pertaining to the case.

Consent: knowing, voluntary and clear permission by word or action, to engage in mutually agreed upon sexual activity. Each party has the responsibility to make certain that the other has consented before engaging in the activity. For consent to be valid, there must be at the time of the act of sexual intercourse or sexual contact actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact.

A person cannot consent if he or she is unable to understand what is happening or is disoriented, helpless, asleep or unconscious for any reason, including due to alcohol or other drugs. An individual who engaged in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapacitated has engaged in nonconsensual sexual conduct.

Intoxication is not a defense against allegations that an individual has engaged in nonconsensual sexual conduct.

Discrimination: Unfavorable treatment of a person based on that person's membership or perceived membership in a protected class. Harassment is a form of discrimination.

Harassment: a form of discrimination consisting of physical or verbal conduct that denigrates or shows hostility toward an individual because of their membership in a protected class or perceived membership in a protected class. Harassment occurs when the conduct is sufficiently severe and/or pervasive and so objectively offensive that it has the effect of altering the terms or conditions of employment or substantially limiting the ability of a student to participate in or benefit from the College's educational, social programs and/or student housing. Petty slights, annoyances, offensive utterances, and isolated incidents (unless extremely serious) typically do not qualify as

harassment.

Examples of conduct that could rise to the level of discriminatory harassment include but are not limited to the following:

- A. Epithets, slurs, "jokes," mockery or other offensive or derogatory conduct focused upon an individual's membership in a protected category.
- B. Verbal or physical threats of violence directed toward an individual based upon their membership in a protected class.
- C. Making, posting, displaying, e-mailing, or otherwise circulating demeaning or offensive pictures, cartoons, graffiti, notes or other materials that relate to race, ethnic origin, gender or any other protected class.

Hate Crime: A crime reported to local police agencies or to a campus security authority that manifests evidence that the victim was intentionally selected because of the perpetrator's bias against the victim. For the purpose of this section, the categories of bias include the victim's actual or perceived race, religion, gender, gender identity, sexual orientation, ethnicity, national origin, and disability.

Hazing: acts likely to cause physical or psychological harm or social ostracism to any person within the College community, when related to admission, initiation, joining, or any other group—affiliation activity.

Hostile Environment: any situation in which there is harassing conduct that is based on protected class status and is sufficiently severe and/or pervasive and so objectively offensive that it has the effect of altering the terms or conditions of employment or substantially limiting the ability of a Complainant to participate in or benefit from the College's educational or social programs.

The determination of whether an environment is "hostile" must be based on all of the circumstances. These circumstances could include:

- The frequency of the conduct;
- The nature and severity of the conduct;
- Whether the conduct was physically threatening;
- Whether the conduct was directed at more than one person;
- Whether the statement is a mere utterance of an epithet which engenders offense in an employee or student, or offends by mere discourtesy or rudeness;
- Whether the speech or conduct deserves the protections of academic freedom or the 1st Amendment.

Investigation: The Title IX/EEO Office may appoint a designee to investigate the complaint. The Title IX/EEO Office shall inform the complainant and respondent of the appointment. The College representative shall conduct an investigation based upon the submitted complaint from the complainant or prepared by the Title IX/EEO Office.

Protected Class: persons who are protected under state or federal civil rights laws, including laws that prohibit discrimination on the basis of race, color, national origin, age, perceived or actual physical or mental disability, pregnancy, genetic information, sex, sexual orientation, gender identity, marital status, creed, religion, honorably discharged veteran or military status or use of a trained guide dog or service animal.

Reporter: employee(s), student(s), applicants or visitor(s) of Skagit Valley College who are aware of discriminatory practices or sexual misconduct.

Responsible Employee: an employee who:

- Has the authority to take action to redress harassment or discriminatory misconduct;
- Has been given the duty of reporting incidents of harassment or discriminatory misconduct by students; or
- A student could reasonably believe has this authority or duty.

Resolution: the means by which the complaint is finally addressed. This may be accomplished through informal or formal processes, including counseling, mediation (when appropriate), or the formal imposition of discipline sanction.

Retaliation: Retaliation occurs when an adverse action is either threatened or taken against an individual for engaging in protected activity. An adverse action is an action which might dissuade a reasonable person from making or supporting a complaint. Retaliation may include adverse actions taken against a person close to the complainant.

Resolution: the means by which the complaint is finally addressed. This may be accomplished through informal or formal processes, including counseling, resource referral, protective measures, reasonable changes to academic and housing situations, mediating, mediation, or the formal imposition of discipline. No complainant will be required to have face to face interaction with an alleged perpetrator in any informal resolution or mediation. Mediation will not be used in cases of sexual violence.

Respondent: person or persons who are members of the campus community who allegedly discriminated against or harassed another person or persons.

Sexual Exploitation: when one person takes non-consensual or abusive sexual advantage of another for their own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of other sexual misconduct offenses. Examples of sexual exploitation include, but are not limited to: invasion of sexual privacy, engaging in voyeurism, non-consensual video or audio taping of sexual activity; sexually-based stalking and/or bullying may also be forms of sexual exploitation.

Sexual Misconduct: A range of behaviors including sexual harassment, sexual coercion or exploitation, sexual assault, sexual violence, domestic/dating violence,

and gender-based stalking.

Sexual Harassment: a form of discrimination consisting of unwelcome, gender-based verbal, written, electronic and/or physical conduct. Sexual harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's gender. There are two types of sexual harassment.

- a. **Hostile Environment Sexual Harassment** occurs when the conduct is sufficiently severe and/or pervasive and so objectively offensive that it has the effect of altering the terms or conditions of employment or substantially limiting the ability of a student to participate in or benefit from the College's educational, social programs and/or student housing.
- b. **Quid Pro Quo Sexual Harassment** occurs when an individual in a position of real or perceived authority, conditions the receipt of a benefit upon granting of sexual favors.

Examples of conduct that may qualify as sexual harassment include:

- Persistent comments or questions of a sexual nature.
- A supervisor who gives an employee a raise in exchange for submitting to sexual advances.
- An instructor who promises a student a better grade in exchange for sexual favors.
- Sexually explicit statements, questions, jokes, or anecdotes
- Unwelcome touching, patting, hugging, kissing, or brushing against an individual's body.
- Remarks of sexual nature about an individual's clothing, body, or speculations about previous sexual experience.
- Persistent, unwanted attempts to change a professional relationship to an amorous relationship.
- Direct or indirect propositions for sexual activity.
- Unwelcomed letters, emails, texts, telephone calls, or other communications referring to or depicting sexual activities.

Sexual Violence: is a type of sexual discrimination and harassment. Nonconsensual sexual intercourse, nonconsensual sexual contact, domestic violence, dating violence, and stalking are all types of sexual violence.

Nonconsensual sexual intercourse is any sexual intercourse (anal, oral, or vaginal), however slight, with any object, by a person upon another person, that is without consent and/or by force. Sexual intercourse includes anal or vaginal penetration by a penis, tongue, finger, or object, or oral copulation by mouth to genital contact or genital to mouth contact.

Nonconsensual sexual contact is any intentional sexual touching, however slight, with any object, by a person upon another person that is without consent and/or by force. Sexual touching includes any bodily contact with breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual

manner.

Domestic violence includes asserted violent misdemeanor and felony offenses committed by the victim's current or former spouse, current or former cohabitant, persons similarly situated under domestic or family violence law, or anyone else protected under domestic or family violence law.

Dating violence means violence by a person who has been in a romantic or intimate relationship with the victim. Whether there was such relationship will be gauged by its length, type, and frequency of interaction.

Stalking means intentional and repeated harassment or following of another person, which places that person in reasonable fear that the perpetrator intends to injure, intimidate or harass that person. Stalking also includes instances where the perpetrator knows or reasonably should know that the person is frightened, intimidated or harassed, even if the perpetrator lacks such intent.

WHO MAY FILE A COMPLAINT OR A REPORT?

Any employee, student, applicant or visitor of the College may file a complaint to the Title IX/EEO Officer or designee. Complaints may be submitted in writing or verbally, which will be captured in written form for processing. For complainants who wish to submit a written complaint, a formal complaint form is available online at <https://www.skagit.edu/about/incident-reporting/>. Hardcopies of the complaint form are available at the following locations on campus: Title IX/EEO, Student Services and Human Resources.

Complaints shall be signed, dated, include names, description and date of the incident, and the remedy sought. If the complainant does not submit a written statement, the Title IX Office shall prepare a statement of facts which is reviewed by the complainant. All reports of incident(s) will be forwarded to the Title IX/EEO Office for coordination and a determination on how to process the complaint.

Any person submitting a discrimination complaint shall be provided with a written copy of the College's anti-discrimination policies and procedures. The College encourages the timely reporting of any incidents of discrimination or harassment.

If at any time during the process described under this policy and procedure the complaint is determined to meet the definition of sexual harassment as defined in 34 C.F.R §106.30 the complaint will be evaluated pursuant to the College's Title IX Grievance Policy and supplemental procedures.

If the complaint is against the Coordinator or designee, or relative of the Coordinator or designee attending or working for the College, the complainant should report the matter to the President's Office or designee.

False and Malicious Accusations. Members of the college community who make

false and malicious complaints of harassment, sexual harassment or discrimination may be subject to disciplinary action.

CONFIDENTIALITY AND RIGHT TO PRIVACY

Skagit Valley College will seek to protect the privacy of all the parties involved to the full extent possible, consistent with the legal obligation to investigate, take appropriate remedial and/or disciplinary action, protect against imminent risks to the safety, health, and welfare of members of the campus community, and comply with the federal and state law, as well as with Skagit Valley College policies and procedures. Skagit Valley College will attempt to honor complainants' requests for confidentiality, it cannot guarantee complete confidentiality.

Determinations regarding how to handle requests for confidentiality will be made by the Title IX/ EEO Coordinator.

Confidentiality Requests and Sexual Violence Complaints. The Title IX / EEO Coordinator will inform and obtain consent from the complainant before commencing an investigation into a sexual violence complaint. If a sexual violence complainant asks that their name not be revealed to the respondent or that the College not investigate the allegation, the Title IX /EEO Coordinator will inform the complainant that maintaining confidentiality may limit the college's ability to fully respond to the allegations and that retaliation by the respondent and/or others is prohibited. If the complainant still insists that their name not be disclosed or that the College not investigate, the Title IX /EEO Coordinator will determine whether the College can honor the request and at the same time maintain a safe and non-discriminatory environment for all members of the college community, including the complainant. Factors to be weighed during this determination may include, but are not limited to:

- the seriousness of the alleged sexual violence;
- the age of the complainant;
- whether the sexual violence was perpetrated with a weapon;
- whether the respondent has a history of committing acts of sexual violence or violence or has been the subject of other sexual violence complaints;
- whether the respondent threatened to commit additional acts of sexual violence against the complainant or others; and
- whether relevant evidence can be obtained through other means (e.g., security cameras, other witnesses, physical evidence).

If the College is unable to honor a complainant's request for confidentiality, the Title IX /EEO Coordinator will notify the complainant of the decision and ensure that complainant's identity is disclosed only to the extent reasonably necessary to effectively conduct and complete the investigation.

If the College decides not to conduct an investigation or take disciplinary action

because of a request for confidentiality, the Title IX / EEO Coordinator will evaluate whether other measures are available to limit the effects of the harassment and prevent its recurrence and implement such measures if reasonably feasible.

CLERY ACT-FEDERAL STATISTICAL REPORTING OBLIGATIONS

Certain campus officials have a duty to report criminal misconduct, including sexual misconduct, for federal statistical reporting purposes (Clery Act). All personal identifiable information is kept confidential, however, statistical information must be passed along to Campus Security regarding the type of incident and its general location (on or off-campus, in the surrounding area, but no addresses are given) for publication in the annual Campus Security Report. This report helps to provide the community with a clear picture of the extent and nature of campus crime, to ensure greater community safety. Mandated federal reporters include: student/conduct affairs, campus law enforcement, local police, coaches, athletic directors, residence life staff, student activities staff, human resources staff, advisors to student organizations and any other official with significant responsibility for student and campus activities. The information to be shared includes the date, the location of the incident (using Clery location categories) and the Clery crime category. This reporting protects the identity of the complainant and may be done anonymously.

CLERY ACT-FEDERAL TIMELY WARNING REPORTING OBLIGATIONS

Victims of sexual misconduct should also be aware that College administrators must issue immediate timely warnings for incidents reported to them that are confirmed to pose a substantial threat of bodily harm or danger to members of the campus community. The College will make every effort to ensure that a victim's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the danger. The reporters for timely warning purposes are exactly the same as detailed at the end of the above paragraph.

For more information on Clery Act reporting requirements please contact the Director of Security.

NON-TITLE IX INVESTIGATION PROCEDURE UNDER OPPM 3070

Upon receiving a discrimination complaint, the College shall commence an impartial investigation. The Title IX / EEO Coordinator shall be responsible for overseeing all investigations and will assess the written complaint and determine the appropriate steps necessary to ensure all relevant evidence is obtained and all critical elements are pursued. Investigations may be conducted by the Title IX / EEO Coordinator or their designee. If the investigation is assigned to someone other than the Title IX / EEO Coordinator, the Title IX / EEO Coordinator shall inform the complainant and respondent(s) of the appointment of an investigator.

Interim Measures. The Title IX / EEO Coordinator may impose interim measures to protect the complainant and/or respondent pending the conclusion of the investigation. Interim measures may include, but are not limited to, imposition of no contact orders, rescheduling classes, temporary work reassignments, referrals for counseling or medical assistance, and imposition of summary discipline on the respondent consistent with the College's student conduct code or the College's employment policies and collective bargaining agreements.

Investigation. Complaints shall be thoroughly and impartially investigated. The investigation shall include, but is not limited to, interviewing the complainant and the respondent, relevant witnesses, and reviewing relevant documents. The investigation shall be concluded within a reasonable time, normally sixty days barring exigent circumstances. At the conclusion of the investigation, the investigator shall set forth their findings and recommendations in writing. If the investigator is a designee, the investigator shall send a copy of the findings and recommendations to the Title IX / EEO Coordinator. The Title IX / EEO Coordinator shall consider the findings and recommendations and determine, based on a preponderance of the evidence, whether a violation of the discrimination and harassment policy occurred, and if so, what steps will be taken to resolve the complaint, remedy the effects on any victim(s), and prevent its recurrence. Possible remedial steps may include, but are not limited to, referral for voluntary training/counseling, development of a remediation plan, limited contact orders, and referral and recommendation for formal disciplinary action. Referrals for disciplinary action will be consistent with the Code of Student Conduct or college employment policies and collective bargaining agreements.

Responding to Written Notice of Allegations. Once notice has been sent to alleged parties involved, parties have five (5) business days to respond and make an appointment with Title IX/EEO Coordinator or designee.

Written Notice of Decision. The Title IX / EEO Coordinator will simultaneously provide each party and the appropriate student services administrator or appointing authority with written notice of investigative findings, and of actions taken or recommended to resolve the complaint, subject to the following limitations.

Complainant Notice

The complainant shall be informed in writing of the findings and of actions taken or recommended to resolve the complaint, if any, only to the extent that such findings, actions or recommendations directly relate to the complainant, such as such as a finding that the complaint is or is not meritorious or a recommendation that the accused not contact the complainant. The complainant may be notified generally that the matter has been referred for disciplinary action.

Respondent Notice

The respondent shall be informed in writing of the findings and of actions taken or recommended to resolve the complaint and shall be notified of referrals for disciplinary action.

Both the complainant and the respondent are entitled to review any final findings, conclusions, and recommendations, subject to any FERPA confidentiality requirements.

Informal Dispute Resolution. Informal dispute resolution processes, like mediation, may be used to resolve complaints, when appropriate. Informal dispute resolution shall not be used to resolve sexual discrimination complaints without written permission from both the complainant and the respondent. If the parties elect to mediate a dispute, either party shall be free to discontinue mediation at any time. In no event shall mediation be used to resolve complaints involving allegations of sexual violence.

Final Decision/Appeals. Either the complainant or the respondent may seek review of the decision by the Title IX / EEO Coordinator. Appeals shall be submitted in writing to the Associate Vice President for Human Resources for employee complaints or the VP of Student Services for student complaints within ten (10) calendar days of receiving the decision. The administrator will designate an individual to handle the appeal. Appeals are limited to the following grounds:

1. A procedural error or omission occurred that significantly impacted the outcome of the hearing (e.g., substantiated bias, material deviation from established procedures).
2. To consider new evidence, unknown or unavailable during the original investigation, that could substantially impact the original finding or sanction. A summary of the new evidence and its potential impact must be included in the submitted appeal request.
3. The sanctions imposed fall outside the range of sanctions generally designated for this offense,

If no appeal is received within ten (10) calendar days, the decision becomes final. If an appeal is received, the individual handling the appeal shall respond within 21 calendar days. Both parties will be informed if an appeal has been filed. The request shall either be denied or, if found to have merit, an amended decision can be issued. Any amended decision is final and no further appeal is available.

PUBLICATION OF ANTI-DISCRIMINATION POLICIES AND PROCEDURES

The policies and procedures regarding complaints of discrimination and harassment shall be published and distributed as determined by the president or president's designee. Any person who believes he or she has been subjected to discrimination in violation of College policy will be provided a copy of these policies and procedures.

LIMITS TO AUTHORITY

Nothing in this procedure shall prevent the College President or designee from taking immediate disciplinary action in accordance with Skagit Valley College policies and procedures, collective bargaining agreement(s), and federal, state, and municipal rules and regulations.

Nothing in this policy or procedure limits the College from considering applicable policies of the College when investigating complaints, including but not limited to, the College's Code of Ethics policy, Nepotism policy, General Computing Procedures, or any other policy or procedure. For complaints involving students, nothing in this policy or procedure limits the College from evaluating the conduct of any student under the Student Code of Conduct.

NON-RETALIATION, INTIMIDATION AND COERCION

Retaliation by, for or against any known or suspected participant (including complainant, respondent, witness, Title IX/EEO Coordinator or investigator) is expressly prohibited. Retaliatory action of any kind taken against individuals as a result of seeking redress under the applicable procedures or serving as a witness in a subsequent investigation dealing with harassment/discrimination is prohibited and is conduct subject to discipline. Any person who thinks he/she has been the victim of retaliation should contact the Title IX/EEO Coordinator immediately.

RECORDS

A copy of the final complaint and investigation report including supplemental materials shall be maintained as confidential files located in the Title IX/EEO Office.

CRIMINAL COMPLAINTS

Discriminatory or harassing conduct may also be, or occur in conjunction with, criminal conduct. Criminal complaints may be filed with the following law enforcement authorities:

- Mount Vernon Police Department
- Oak Harbor Police Department
- Friday Harbor Police Department
- Skagit County Sheriff's Office
- Island County Sheriff's Office
- San Juan County Sheriff's Office

The College will proceed with an investigation of harassment and discrimination complaints regardless of whether the underlying conduct is subject to civil or criminal prosecution.

OTHER DISCRIMINATION COMPLAINT OPTIONS

The internal procedures described herein are internal College procedures and, as such, serve to resolve complaints within the college's administrative framework. These procedures do not replace an individual's timely complaint with an external agency. Discrimination complaints may also be filed with the following federal and state agencies:

[Washington State Human Rights Commission](http://www.hum.wa.gov/)
<http://www.hum.wa.gov/>

[US Dept of Education Office for Civil Rights,](http://www2.ed.gov/about/offices/list/ocr/index.html)
<http://www2.ed.gov/about/offices/list/ocr/index.html>

[Equal Employment Opportunity Commission,](http://www.eeoc.gov/) <http://www.eeoc.gov/>

**Discrimination and
Harassment
Formal Complaint Form**

This form is designed to assist you with filing a discrimination and/or harassment complaint. If you wish to file a formal complaint involving alleged discrimination and/or harassment please write clearly and specifically focus on the alleged discrimination and/or harassing conduct.

The complaint should include as much information regarding the incident giving rise to the complaint as possible, including the location, date and time of the alleged incident(s); the name of the individual or group whom the complaint is against, if known; a description of the incident(s); and the remedy sought.

All formalized complaints shall be signed and dated

Skagit Valley College does not have a defined timeframe to report cases of sexual harassment and discrimination. However, it is important to note that the college's ability to investigate may be hampered if the complaint delays reporting.

Name filing the complaint

Date filing the complaint

Please describe the alleged incident:

Signature

Date

You may use the backside of this sheet if needed. Please return this form to the Title IX / EEO Coordinator or Designee.

TITLE IX GRIEVANCE PROCEDURES UNDER OPPM 3070

A. Purpose

Skagit Valley College recognizes its responsibility to investigate, resolve, implement corrective measures, and monitor the educational environment and workplace to stop, remediate, and prevent discrimination on the basis of sex, as required by Title IX of the Educational Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Reauthorization Act, and Washington State's Law Against Discrimination, and their implementing regulations. To this end, Skagit Valley College has enacted OPPM 3070 and adopted the following Title IX Grievance Procedure for receiving and investigating Sexual Harassment allegations arising during education programs and activities. Any individual found responsible for violating Skagit Valley College's Title IX policy is subject to disciplinary action up to and including dismissal from Skagit Valley College educational programs and activities and/or termination of employment.

Application of this Title IX Grievance Procedure is restricted to allegations of "Sexual Harassment," as that term is defined in 34 C.F.R. §106.30. Nothing in this procedure limits or otherwise restricts Skagit Valley College's ability to investigate and pursue discipline based on alleged violations of other federal, state, and local laws, their implementing regulations, and other college policies prohibiting gender discrimination through processes set forth in Skagit Valley College's code of student conduct, employment contracts, employee handbooks, and collective bargaining agreements.

B. Definitions

For purposes of this Title IX Grievance Procedure, the following terms are defined as follows:

1. **"Consent"** means knowing, voluntary, and clear permission by word or action, to engage in mutually agreed upon sexual activity. Each party has the responsibility to make certain that the other has consented before engaging in the activity. For consent to be valid, there must be at the time of the act of sexual intercourse or sexual contact actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact.

A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including due to alcohol or other drugs. An individual who engages in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapacitated has engaged in nonconsensual conduct.

Intoxication is not a defense against allegations that an individual has engaged in nonconsensual sexual conduct.

2. **"Complainant"** means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

3. **“Respondent”** means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.
4. **“Formal Complaint”** means a writing submitted by the Complainant or signed by the Title IX coordinator alleging Sexual Harassment against a Respondent and requesting that Skagit Valley College conduct an investigation.
5. **“Education Program or Activity”** includes locations, events, or circumstances over which Skagit Valley College substantial control over both the Respondent and the context in which the alleged Sexual Harassment occurred. It also includes any building owned or controlled by a student organization officially recognized by Skagit Valley College.
6. **“Grievance Procedure”** is the process Skagit Valley College uses to initiate, informally resolve, and/or investigate allegations that an employee or student has violated Title IX provisions prohibiting sexual harassment.
7. **“Supportive Measures”** are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or Respondent regardless of whether the Complainant or the Title IX Coordinator has filed a Formal Complaint. Supportive Measures restore or preserve a party’s access to Skagit Valley College’s education programs and activities without unreasonably burdening the other party, as determined through an interactive process between the Title IX Coordinator and the party. Supportive Measures include measures designed to protect the safety of all parties and/or Skagit Valley College’s educational environment and/or to deter Sexual Harassment or retaliation. Supportive measures may include, but are not limited to, (i) counseling and other medical assistance, (ii) extensions of deadlines or other course-related adjustments, (iii) modifications of work or class schedules, (iv) leaves of absence, (v) increased security or monitoring of certain areas of campus, and (vi) imposition of orders prohibiting the parties from contacting one another in housing or work situations. Determinations about whether to impose a one-way no contact order must be made on a case-by-case basis. If supportive measures are not provided, the Title IX Coordinator must document in writing why this was clearly reasonable under the circumstances.
8. **“Summary Suspension”** means an emergency suspension of a student Respondent pending investigation and resolution of disciplinary proceedings pursuant to the procedure and standards set forth in WAC 132D-150-310.
9. **“Sexual Harassment,”** for purposes of these Title IX Grievance Procedures, Sexual Harassment occurs when a Respondent engages in the following discriminatory conduct on the basis of sex:
 - a. **Quid pro quo harassment.** A Skagit Valley College employee conditioning the provision of an aid, benefit, or service of the Skagit Valley College on an individual’s participation in unwelcome sexual conduct.

- b. **Hostile environment.** Unwelcome conduct that a reasonable person would find to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Skagit Valley College's educational programs or activities or Skagit Valley College employment.
- c. **Sexual assault.** Sexual assault includes the following conduct:
 - (i) **Nonconsensual sexual intercourse.** Any actual or attempted sexual intercourse (anal, oral, or vaginal), however slight, with any object or body part, by a person upon another person, that is without Consent and/or by force. Sexual intercourse includes anal or vaginal penetration by a penis, tongue, finger, or object, or oral copulation by mouth to genital contact or genital to mouth contact.
 - (ii) **Nonconsensual sexual contact.** Any actual or attempted sexual touching, however slight, with any body part or object, by a person upon another person that is without Consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual manner.
 - (iii) **Incest.** Sexual intercourse or sexual contact with a person known to be related to them, either legitimately or illegitimately, as an ancestor, descendant, brother, or sister of either wholly or half related. Descendant includes stepchildren, and adopted children under the age of eighteen (18).
 - (iv) **Statutory rape.** Consensual intercourse between a person who is eighteen (18) years of age or older, and a person who is under the age of sixteen (16).
 - (v) **Domestic violence.** Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed 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, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Washington, 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 Washington, RCW 26.50.010.
 - (vi) **Dating violence.** Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where 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; and
- (c) The frequency of interaction between the persons involved in the relationship.

(i) **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (i) fear for their safety or the safety of others; or (ii) suffer substantial emotional distress.

10. **“Title IX Administrators”** are the Title IX Coordinator, Title IX investigators, the Student Conduct Officer, Student Conduct Committee members, administrators with authority under the generally applicable collective bargaining agreement or policy with disciplinary authority for an employee as pertaining to Title IX disciplinary proceedings only and Skagit Valley College - provided advisors assigned to the parties by Skagit Valley College and hearing officer(s) who oversee proceedings during Title IX disciplinary proceedings.

11. **“Title IX Coordinator”** is responsible for processing Title IX complaints and conducting and/or overseeing formal investigations and informal resolution processes under this Grievance Procedure. Among other things, the Title IX Coordinator is responsible for:

- a. Accepting and processing all Title IX reports, referrals, and Formal Complaints.
- b. Executing and submitting a Formal Complaint when appropriate and necessary.
- c. Handling requests for confidentiality.
- d. Determining during the Grievance Procedure (i) whether a Formal Complaint should be dismissed either in whole or in part, and if so, (ii) providing notice to both parties about why dismissal was necessary or desirable, and (iii) referring the complaint to the appropriate disciplinary authority for proceedings outside the jurisdiction of Title IX.
- e. Maintaining accurate records of all complaints, reports, and referrals, and retaining investigation files, complaints, reports, and referrals in compliance with the applicable records retention schedules or federal or state law, whichever is longer.
- f. Conducting investigations or assigning and overseeing investigations.
- g. Engaging in an interactive process with both parties to identify and provide supportive measures that ensure during the investigation

and disciplinary processes that the parties have equitable access to education

programs and activities and are protected from further discrimination or retaliation.

- h. Upon completion of an investigation, issuing or overseeing the issuance of a final investigation report to the parties and the appropriate disciplinary authority in compliance with this Grievance Procedure.
- i. Recommending non-disciplinary corrective measures to stop, remediate, and/or prevent recurrence of discriminatory conduct to disciplinary authorities and other Skagit Valley College administrators.

C. Principles for Title IX Grievance Procedure

1. Respondent shall be presumed not responsible for the alleged conduct unless or until a determination of responsibility is reached after completion of the grievance and disciplinary processes.
2. Before imposing discipline, Skagit Valley College is responsible for gathering and presenting evidence to a neutral and unbiased decision maker establishing responsibility for a Title IX violation by a preponderance of the evidence.
3. Skagit Valley College shall treat both the Complainant and Respondent equitably by providing Complainant with remedies against Respondent who has been found responsible for Sexual Harassment through application of the institution's Title IX grievance and applicable Title IX disciplinary procedures and by providing Respondent with Title IX procedural safeguards contained in this Title IX Grievance Procedures and in the applicable Title IX disciplinary procedures.
4. The investigator shall base investigation results on all relevant evidence, including both exculpatory and inculpatory evidence.
5. Formal and informal resolutions will be pursued within reasonably prompt timeframes with allowances for temporary delays and extensions for good cause shown. Grounds for temporary delay include, but are not limited to, school breaks, campus closures, extraordinary disruptions to normal operations, availability of witnesses, and inclement weather. Good cause supporting a request for an extension includes, but is not limited to: a party, a party's advisor, or a witness being unavailable, concurrent law enforcement activity, and the need for language assistance or accommodation of disabilities. Both parties will receive written notice of any temporary delay or extension for good cause with an explanation of why the action was necessary.
6. A Respondent found responsible for engaging in Sexual Harassment may receive discipline up to and including dismissal from Skagit Valley College.

A description of other possible disciplinary sanctions and conditions that may be imposed against students can be found in WAC 132D-150-070. An employee found responsible for Sexual Harassment may receive discipline up to and including dismissal from employment. Possible disciplinary sanctions and conditions that may be imposed against employees include placing finding in personnel file, verbal or written reprimand, suspension, reduction in pay, demotions, and discharge. Relevant language can be found in the collective bargaining agreements that can be found at:

- [WPEA Collective Bargaining Agreement](#)
- [SVCFT Collective Bargaining Agreement](#)

7. In proceedings against a student Respondent, the parties may appeal the Student Conduct Committee's ruling to the President pursuant to WAC 132D-150-270 and Supplement Title IX Student Conduct Code Procedures, WAC 132D-150-500 through WAC 132D-150-580.

In proceedings against an employee Respondent, the parties may appeal the Employee Disciplinary Decision to the President or designee pursuant to (proposed) Supplemental Title IX Employee Disciplinary Hearing Procedure.

8. Title IX Administrators may not require, allow, rely upon, or otherwise use questions or evidence that seeks disclosure of privileged communications, unless the privilege has been effectively waived by the holder. This provision applies, but is not limited to information subject to the following:
 - a. Spousal/domestic partner privilege;
 - b. Attorney-Client and attorney work product privileges;
 - c. Privileges applicable to members of the clergy and priests;
 - d. Privileges applicable to medical providers, mental health therapists, and counselors;
 - e. Privileges applicable to sexual assault and domestic violence advocates; and
 - f. Other legal privileges identified in RCW 5.60.060.

D. Title IX Administrators – Free from bias – Training requirements

1. Title IX Administrators shall perform their duties free from bias or conflicts.
2. Title IX Administrators shall undergo training on the following topics:
 - a. The definition of Sexual Harassment under these procedures,
 - b. The scope of Skagit Valley College's educational programs and activities,
 - c. How to conduct an investigation,

- d. How to serve impartially without prejudgment of facts, conflicts of interest, or bias,
 - e. Use of technology used during an investigation or hearing,
 - f. The relevance of evidence and questions, and
 - g. Effective report writing.
3. All Title IX Administrator training materials shall be available on Skagit Valley College's Title IX webpage.

E. Filing a Complaint

Any employee, student, applicant, or visitor who believes that they have been the subject of Sexual Harassment should report the incident or incidents to Skagit Valley College's Title IX Coordinators identified below. If the complaint is against the Title IX Coordinator, the Complainant should report the matter to the President's office for referral to an alternate designee.

Sandy Jordan
Title IX Coordinator
2405 East College Way
Mount Vernon, WA 98273
Phone: 360.416.7923
Email: sandy.jordan@skagit.edu

Carolyn Tucker
Associate Vice President of Human Resources/
EEO
Administrative Annex
2405 East College Way, Mount Vernon, WA 98273
Phone: 360.416.7679
Email: carolyn.tucker@skagit.edu

Title IX Designee:

Claire Peinado
Vice President of Student Services
Lewis Hall (Mount Vernon) or Old Main (Whidbey Island)
2405 East College Way
Mount Vernon, WA 98273
Phone: 360.416.7691
Email: claire.peinado@skagit.edu

F. Confidentiality

1. Skagit Valley College will seek to protect the privacy of the Complainant to the fullest extent possible, consistent with the legal obligation to investigate, take appropriate remedial and/or disciplinary action, and comply with the federal and state law, as well as Skagit Valley College policies and procedures. Although Skagit Valley College] will attempt to honor Complainants' requests for confidentiality, it cannot guarantee complete confidentiality. Determinations regarding how to handle requests for confidentiality will be made by the Title IX Coordinator.
2. The Title IX Coordinator will inform and attempt to obtain consent from the Complainant before commencing an investigation of alleged Sexual Harassment. If a Complainant asks that their name not be revealed to the Respondent or that Skagit Valley College not investigate the allegation, the Title IX Coordinator will inform the Complainant that maintaining confidentiality may limit Skagit Valley College's ability to fully respond to the allegations and that retaliation by the Respondent and/or others is prohibited. If the Complainant still insists that their name not be disclosed or that Skagit Valley College not investigate, the Title IX Coordinator will determine whether Skagit Valley College can honor the request and at the same time maintain a safe and nondiscriminatory environment for all members of Skagit Valley College community, including the Complainant. Factors to be weighed during this determination may include, but are not limited to:
 - a. The seriousness of the alleged Sexual Harassment;
 - b. The age of the Complainant;
 - c. Whether the Sexual Harassment was perpetrated with a weapon;
 - d. Whether the Respondent has a history of committing acts of Sexual Harassment or violence or has been the subject of other Sexual Harassment or violence complaints or findings;
 - e. Whether the Respondent threatened to commit additional acts of Sexual Harassment or violence against the Complainant or others; and
 - f. Whether relevant evidence about the alleged incident can be obtained through other means (e.g., security cameras, other witnesses, physical evidence).
3. If Skagit Valley College is unable to honor a Complainant's request for confidentiality, the Title IX Coordinator will notify the Complainant of the decision and ensure that Complainant's identity is disclosed only to the extent reasonably necessary to effectively conduct and complete the investigation in compliance with this Grievance Procedure.
4. Skagit Valley College decides not to conduct an investigation or take disciplinary action because of a request for confidentiality, the Title IX Coordinator will evaluate whether other measures are available to address the circumstances giving rise to the

complaint and prevent their recurrence, and implement such measures if reasonably feasible.

G. Complaint Resolution

The Title IX resolution processes are initiated when the Title IX Coordinator's Office receives a written complaint alleging that a Respondent(s) sexually harassed a Complainant and requesting that Skagit Valley College initiate an investigation (a Formal Complaint). A Formal Complaint must be either submitted by the Complainant or signed by the Title IX Coordinator on behalf of the Complainant. Formal complaints submitted to the Title IX Coordinator may be resolved through either informal or formal resolution processes. Skagit Valley College will not proceed with either resolution process without a Formal Complaint.

For purposes of this Title IX Grievance Procedure, the Complainant must be participating in or attempting to participate in a Skagit Valley College education program or activity at the time the Formal Complaint is filed.

1. Informal Resolution:

Under appropriate circumstances and if the impacted and responding parties agree, they may voluntarily pursue informal resolution during the investigation of a concern. Informal resolution is not appropriate when the allegations involve a mandatory reporting situation, an immediate threat to the health, safety or welfare of a member of the *College* community, or in cases where an employee is alleged to have sexually harassed a student.

If an informal resolution is appropriate, the impacted party and the responding party may explore remedies or resolution through:

- Guided conversations or communications conducted by the Title IX coordinator /HRO representative or a mutually agreed upon third party;
- Structured resolution process conducted by a trained mediator; or
- Voluntarily agreed on alterations to either or both of the parties' work or class schedules or student housing arrangements.

If the parties agree to an informal resolution process, Skagit Valley College will commence the process within ten (10) days after the parties agree to this option and conclude within sixty (60) days of beginning that process; subject to reasonable delays and extensions for good cause shown. The informal process is voluntary. Either the impacted or responding party may withdraw from the informal resolution process at any time, at which point the formal investigation process will resume.

If the impacted and responding party voluntarily resolve a report, Skagit Valley College will record the terms of the resolution in a written agreement signed by both parties and provide written notice to both parties that the report has been closed.

2. Formal Resolution

Formal resolution means that the Complainant's allegations of Sexual Harassment will be subjected to a formal investigation by an impartial and unbiased investigator. The investigator will issue a report of the investigation findings. Upon completion of the investigation, the investigator will submit the final investigation report to the appropriate disciplinary authority to determine whether disciplinary proceedings are warranted.

H. Emergency Removal

If a student Respondent poses an immediate threat to the health and safety of the College Community or an immediate threat of significant disruption to Skagit Valley College operations, Skagit Valley College's student conduct officer may summarily suspend a Respondent pursuant to WAC 132D-150-330 pending final resolution of the allegations. Nothing in this Grievance Procedure prohibits Skagit Valley College from placing non-student employees on administrative leave pending final resolution of the allegations.

I. Investigation Notices

Upon receiving a Formal Complaint and determining that allegations comport with Title IX claims, Skagit Valley College will provide the parties with the following notices containing the following information:

1. Notice of formal and informal resolution processes. A description of Skagit Valley College's grievance resolution procedures, including the informal resolution procedure.
2. The investigator will serve the Respondent and the Complainant with a Notice of Investigation in advance of the initial interview with the Respondent to allow the Respondent sufficient time to prepare a response to the allegations and to inform the Complainant that Skagit Valley College has commenced an investigation. The investigation notice will:
 - a. Include the identities of the parties (if known), a description of the conduct alleged constituting Title IX Sexual Harassment, and the time and location of the incident (if known).
 - b. Confirm that the Respondent is presumed not responsible for the alleged conduct and that Skagit Valley College will not make a final determination of responsibility until after the grievance and disciplinary processes have been completed.
 - c. Inform parties that they are both entitled to have an advisor of their own choosing, who may be an attorney.
 - d. Inform parties they have a right to review and inspect evidence.

- e. Inform parties about student conduct code provisions and employment policies that prohibit students and employees from knowingly submitting false information during the grievance and disciplinary processes.
3. Amended investigation notice. If during the course of the investigation, Skagit Valley College decides to investigate Title IX Sexual Harassment allegations about the Complainant or Respondent that are not included in the investigation notice, Skagit Valley College will issue an amended notice of investigation to both parties that includes this additional information.
 4. Interview and meeting notices. Before any interviewing or meeting with a party about Title IX allegations, Skagit Valley College shall provide the party at least 48 hours in advance with a written notice identifying the date, time, location, participants, and purpose of the interview or meeting with sufficient time for the party to prepare for the interview or meeting.

J. Investigation Process - Dismissal

1. Mandatory dismissal. The Title IX Coordinator will dismiss the Title IX allegations, if during the course of a formal investigation under the Title IX Grievance Process, the investigator determines that the alleged misconduct in the Formal Complaint:
 - a. Does not meet the definition of Sexual Harassment under Title IX, even if proved; or
 - b. Did not occur in the context of a College Education Program or Activity; or
 - c. Occurred outside the United States.
2. Discretionary dismissal. Skagit Valley College may dismiss a Title IX claim in whole or in part, if:
 - a. The Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the Formal Complaint in whole or in part;
 - b. Respondent is no longer enrolled with or employed by Skagit Valley College; or
 - c. Specific circumstances prevent Skagit Valley College from gathering evidence sufficient to complete the investigation of the Title IX allegations in whole or in part.
3. The Title IX Coordinator will provide both parties written notice if Title IX allegations are dismissed with an explanation for the dismissal. Either party may appeal the dismissal of a formal complaint pursuant to either the appeal process in the Title IX employee discipline procedure referenced in the document below if the respondent is an employee or the appeal process in the [Title IX supplemental student conduct procedures](#) if the respondent is a student.
4. Mandatory or discretionary dismissal of a Title IX claim does not preclude

Skagit Valley College from investigating and pursuing discipline based on allegations that a Respondent violated other federal or state laws and regulations, Skagit Valley College conduct policies, and/or other codes and contractual provisions governing student and employee conduct.

K. Investigation Process – Consolidation of Formal Complaints

When multiple Sexual Harassment allegations by or against different parties arise out of the same facts or circumstances, Skagit Valley College may consolidate the investigation of Formal Complaints, provided consolidation can be accomplished in compliance with confidentiality protections imposed by the Family Educational Records and Privacy Act (FERPA). This includes instances in which Complainant and Respondent have lodged Formal Complaints against one another or when allegations of sexual assault are lodged by a single Complainant against multiple Respondents, or when multiple Complainants lodge sexual assault complaints against single or multiple Respondents.

L. Investigation Process – Required Procedures

During the investigation, the Investigator:

1. Will provide the parties with equal opportunity to present relevant statements, and other evidence in the form of fact or expert witnesses and inculpatory or exculpatory evidence.
2. Will not restrict the ability of either party to discuss the allegations under investigation or gather and present relevant evidence, except when a no contact order has been imposed based on an individualized and fact specific determination that a party poses a threat to the health, safety, or welfare of another party and/or witnesses or when contact with a party and/or witness is prohibited by court order. A Skagit Valley College -imposed no contact shall be no broader than is necessary to protect the threatened party or witness and must provide the impacted party or their advisor with alternative means of gathering and presenting relevant evidence from the protected witness and/or party.
3. Will allow each party to be accompanied by an advisor of their choosing, who may be an attorney, to any grievance related meeting or interview. Advisors' roles during the investigation meetings or interviews will be limited to providing support and advice to the party. Advisors will not represent or otherwise advocate on behalf of the parties during the investigation process. An attorney representing a party must enter a notice of appearance with the Title IX Coordinator and the Investigator at least five (5) business days before the initial interview or meeting they plan to attend, so that Skagit Valley College] can secure its own legal representation, if necessary.
4. The investigator will provide both parties and their respective advisors with an equal opportunity to review the draft investigation report and to inspect and review any evidence obtained during the investigation that is directly related

to the allegations raised in the Formal Complaint, including inculpatory or exculpatory evidence, regardless of its source, as well as evidence upon which the investigator does not intend to rely in the final investigation report. After disclosure, each party will receive ten (10) days in which to submit a written response, which the investigator will consider prior to completion of the investigation report. If a party fails to submit a written response within ten (10) days, the party will be deemed to have waived their right to submit comments and the investigator will finalize the report without this information.

5. The investigator will forward the final report to the Title IX Coordinator, who will distribute the report and evidence to the parties, as well as the disciplinary authority responsible for determining whether pursuing disciplinary action is warranted.

SUPPLEMENTAL TITLE IX EMPLOYEE DISCIPLINARY HEARING PROCEDURE UNDER OPPM 3070

I. Order of Precedence

This supplemental employee discipline procedure applies to allegations of Sexual Harassment subject to Title IX jurisdiction pursuant to regulations promulgated by the United States Department of Education. See 34 C.F.R. § 106. Disciplinary proceedings against an employee respondent alleged to have engaged in sexual harassment in violation of Title IX shall be governed by Skagit Valley College's administrative hearing practices and procedures, Chapter WAC 132D-108-010, and this supplemental hearing procedure. To the extent the supplemental hearing procedure conflicts with WAC 132D-108-010 and/or provisions set forth in employment contracts, collective bargaining agreements, employee handbooks, and other Skagit Valley College employment policies and procedures, this supplemental hearing procedure will take precedence.

Notwithstanding the foregoing, if Respondent is a tenured or probationary faculty member and the *designated administrator appointed by the President/Vice President of Instruction* determines that the allegations in the investigation, if true, would warrant Respondent's dismissal from the College, the *designated administrator appointed by the President/Vice President of Instruction* will refer the matter to the Tenure Dismissal Committee for a hearing pursuant to RCW 28B.50.863 and applicable procedures set forth in the faculty union Collective Bargaining Agreement (CBA). To the extent the Tenure Dismissal Committee procedures are inconsistent or conflict with Sections II through VII of this Supplement Procedure, those Supplement Procedure sections will prevail. At the end of the hearing, the Tenure Dismissal Committee will issue a Recommendation consistent with the provisions set forth in Section VIII. Complainant shall have the same right to appear and participate in the proceedings as the Respondent, including the right to present their position on the Recommendation to the *President or designee* before final action is taken.

II. Prohibited Conduct Under Title IX

Pursuant to Title IX of the Education Act Amendments of 1972, 20 U.S.C. §1681, Skagit Valley College may impose disciplinary sanctions against an employee who commits, attempts to commit, or aids, abets, incites, encourages, or assists another person to commit, an act(s) of "sexual harassment."

For purposes of this supplemental procedure, "Sexual Harassment" encompasses the following conduct:

- A. Quid pro quo harassment. A Skagit Valley College employee conditioning the provision of an aid, benefit, or service of Skagit Valley College on an individual's participation in unwelcome sexual conduct.
- B. Hostile environment. Unwelcome conduct that a reasonable person would find to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Skagit Valley College's educational programs or activities, or employment.
- C. Sexual assault. Sexual assault includes the following conduct:

1. Nonconsensual sexual intercourse. Any actual or attempted sexual intercourse (anal, oral, or vaginal), however slight, with any object or body part, by a person upon another person, that is without consent and/or by force. Sexual intercourse includes anal or vaginal penetration by a penis, tongue, finger, or object, or oral copulation by mouth to genital contact or genital to mouth contact.
 2. Nonconsensual sexual contact. Any actual or attempted sexual touching, however slight, with any body part or object, by a person upon another person that is without consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual manner.
 3. Incest. Sexual intercourse or sexual contact with a person known to be related to them, either legitimately or illegitimately, as an ancestor, descendant, brother, or sister of either wholly or half related. Descendant includes stepchildren and adopted children under the age of eighteen (18).
 4. Statutory rape. Consensual sexual intercourse between someone who is eighteen (18) years of age or older and someone who is under the age of sixteen (16).
- D. Domestic violence. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed 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, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Washington, 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 Washington, RCW 26.50.010.
- E. Dating violence. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors:
1. The length of the relationship;
 2. The type of relationship; and
 3. The frequency of interaction between the persons involved in the relationship.
- F. Stalking. 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.

III. Title IX Jurisdiction

- A. This supplemental procedure applies only if the alleged misconduct:
1. Occurred in the United States;

2. Occurred during a Skagit Valley College educational program or activity; and
 3. Meets the definition of Sexual Harassment as that term is defined in this supplemental procedure.
- B. For purposes of this supplemental procedure, an “educational program or activity” is defined as locations, events, or circumstances over which Skagit Valley College exercised substantial control over both the Respondent and the context in which the alleged Sexual Harassment occurred. This definition includes any building owned or controlled by a student organization that is officially recognized by Skagit Valley College.
- C. Proceedings under this supplemental procedure must be dismissed if the Hearing Officer(s) determines that one or all of the requirements of Section A (1)-(3) have not been met. Dismissal under this supplemental procedure does not prohibit Skagit Valley College from pursuing disciplinary action against a Respondent based on allegations that the Respondent engaged in other misconduct prohibited by federal or state law, employment contracts or handbooks, or other Skagit Valley College policies.
- D. If the Title IX Coordinator determines the facts in the investigation report are not sufficient to support Title IX jurisdiction and/or pursuit of a Title IX violation, the Title IX Coordinator will issue a notice of dismissal in whole or part to both parties explaining why some or all of the Title IX claims have been dismissed.

IV. Initiation of Discipline

- A. Upon receiving the Title IX investigation report from the Title IX Coordinator, the designated administrator appointed by the President will independently review the report to determine whether there are sufficient grounds to pursue a disciplinary action against the Respondent for engaging in prohibited conduct under Title IX.
- B. If the *designated administrator appointed by the President* determines that there are sufficient grounds to proceed under these supplemental procedures, the *designated administrator appointed by the President* will initiate a Title IX disciplinary proceeding by filing a written disciplinary notice with the Hearing Officer(s) and by serving the notice on the Respondent and the Complainant, and their respective advisors. The notice must:
1. Set forth the basis for Title IX jurisdiction;
 2. Identify the alleged Title IX violation(s);
 3. Set forth the facts underlying the allegation(s);
 4. Identify the range of possible sanctions that may be imposed if the Respondent is found responsible for the alleged violation(s);
 5. Explain that each Party is entitled to be accompanied by an Advisor of their own choosing during the hearing and that:
 - a. Advisors will be responsible for questioning all witnesses on the Party’s behalf;

- b. An Advisor may be an attorney and/or, if the Party is a represented employee, a union representative;
 - c. A represented employee who chooses an Advisor who is not a union representative must submit a signed waiver of union representation that includes consent from the union; and
 - d. Skagit Valley College will appoint the Party an Advisor of *Skagit Valley College's* choosing at no cost to the Party, if the Party fails to choose an Advisor; and
6. Explain that if a Party fails to appear at the hearing, a decision of responsibility may be made in the Party's absence.
- C. Service of the disciplinary notice or any other document required to be served under this supplemental procedure may be done personally or by first class, registered, or certified mail, or by electronic mail to the Party's Skagit Valley College email address.

V. Pre-Hearing Procedure

- A. Upon receiving the disciplinary notice, the Hearing Officer(s) will send a hearing notice to all parties in compliance with WAC 10-08-040. Pursuant to the Model Title IX Grievance Procedures, the hearing date may not be scheduled less than ten (10) days after the Title IX Coordinator provided the Final Investigation Report to the Parties. Skagit Valley College may, at its discretion, contract with an administrative law judge or other person to act as the decision maker.
- B. A Party is entitled to be accompanied by an Advisor of their choice during the disciplinary process at the party's own expense. The Advisor may be an attorney and/or, if the Party is a represented employee, a union representative.
 - 1. If the Advisor is an attorney, the Advisor must file a notice of appearance with the Hearing Officer(s) with copies to all parties and the *designated Administrator appointed by the President* at least five (5) days before the hearing. If a notice of appearance is not filed within this timeframe, the Party will be deemed to have waived their right to have an attorney as an Advisor.
 - 2. If a Party is a represented employee who chooses not to use a union-provided Advisor, the Party must provide the Hearing Officer(s) with a signed waiver of union representation, including written consent from the union.
- C. In preparation for the hearing, the Parties will have equal access to all evidence gathered by the investigator during the investigation, regardless of whether Skagit Valley College intend to offer the evidence at the hearing.

VI. Rights of Parties

- A. The provisions of this supplemental procedure shall apply equally to both parties.
- B. Skagit Valley College bears the burden of offering and presenting sufficient testimony and evidence to establish that the Respondent is responsible for a Title

IX violation by a preponderance of the evidence.

- C. The Respondent will be presumed not responsible until such time as the disciplinary process has been finally resolved.
- D. During the hearing, each Party shall be represented by an Advisor. The Parties are entitled to an Advisor of their own choosing and the Advisor may be an attorney or, if the Respondent holds a represented position, a union representative. If a party does not choose an Advisor, then the Title IX Coordinator will appoint an Advisor of Skagit Valley College's choosing on the Party's behalf at no expense to the Party.

VII. Evidence

The introduction and consideration of evidence during the hearing is subject to the following procedures and restrictions:

- A. **Relevance:** The Committee Chair shall review all questions for relevance and shall explain on the record their reasons for excluding any question based on lack of relevance.
- B. Relevance means that information elicited by the question makes a fact in dispute more or less likely to be true.
- C. Questions or evidence about a Complainant's sexual predisposition or prior sexual behavior are not relevant and must be excluded, unless such question or evidence:
 - 1. Is asked or offered to prove someone other than the Respondent committed the alleged misconduct; or
 - 2. Concerns specific incidents of prior sexual behavior between the Complainant and the Respondent, which are asked or offered on the issue of consent.
- D. **No negative inference:** The Hearing Officer(s) may not make an inference regarding responsibility solely on a witness's or party's absence from the hearing or refusal to answer questions.
- E. **Privileged evidence:** The Hearing Officer(s) shall not consider legally privileged information unless the holder has effectively waived the privilege. Privileged information includes, but is not limited to, information protected by the following:
 - 1. Spousal/domestic partner privilege;
 - 2. Attorney-Client and attorney work product privileges;
 - 3. Privileges applicable to members of the clergy and priests;
 - 4. Privileges applicable to medical providers, mental health therapists, and counselors;
 - 5. Privileges applicable to sexual assault and domestic violence advocates; and
 - 6. Other legal privileges identified in RCW 5.60.060.

VIII. Initial Order

- A. The Hearing Officer(s) will be responsible for drafting an Initial Order that:

1. Identifies the allegations of sexual harassment;
 2. Describes the grievance and disciplinary procedures, starting with filing of the formal complaint through the determination of responsibility, including notices to parties, interviews with witnesses and parties, site visits, methods used to gather evidence, and hearings held;
 3. Makes findings of fact supporting the determination of responsibility;
 4. Reaches conclusions as to whether the facts establish whether the Respondent is responsible for engaging in Sexual Harassment in violation of Title IX;
 5. Contains a statement of, and rationale for, the Committee's determination of responsibility for each allegation;
 6. Describes any disciplinary sanction or conditions imposed against the Respondent, if any;
 7. Describes to what extent, if any, Complainant is entitled to remedies designed to restore or preserve Complainant's equal access to Skagit Valley College's education programs or activities; and
 8. Describes the process for appealing the Initial Order to Skagit Valley College President.
- B. The Hearing Officer(s) will serve the Initial Order on the Parties simultaneously.

IX. Appeals

- A. All Parties, including the employee disciplinary officer, in their capacity as a representative of the College (*supervisor or manager who has delegated authority to issue discipline*), have the right to appeal from the determination of responsibility and/or from a dismissal, in whole or part, of a formal complaint, during the investigative or hearing process. Appeals must be in writing and filed with the appeal officer (*Individual appointed to hear appeals on behalf of Skagit Valley College*) within twenty-one (21) days of service of the initial order or notice of dismissal. Appeals must identify the specific findings of fact and/or conclusions of law in the initial order or dismissal being challenged and must contain argument as to why the appeal should be granted. Failure to file a timely appeal constitutes a waiver of the right to appeal and the initial order or dismissal shall be deemed final.
- B. Upon receiving a timely appeal, the appeal officer will serve a copy of the appeal on all non-appealing parties, who will have ten (10) days from the date of service to submit written responses to the appeal officer addressing issues raised in the appeal. Failure to file a timely response constitutes a waiver of the right to participate in the appeal. Upon receipt of written responses, the appeal officer shall serve copies of the responses to the appealing party.
- C. The appealing party shall have five (5) days from the date of service to submit a written reply addressing issues raised in the responses to the appeal officer.
- D. The appeal officer, based on their review of the parties' submissions and the

hearing or investigative record, will determine whether the grounds for appeal have merit, provide the rationale for this conclusion, and state whether a dismissal is affirmed or denied, or if the disciplinary sanctions and conditions imposed in the initial order are affirmed, vacated, or amended, and, if amended, set forth the new disciplinary sanctions and conditions.

- E. The appeals officer shall serve the Final Decision on the parties simultaneously.
- F. All decisions reached through this process are final and may be judicially appealed pursuant to applicable provisions of RCW 34.05, including, but not limited to, the timelines set forth in RCW 34.05. No decisions or recommendations arising from this disciplinary procedure will be subject to grievance pursuant to any Collective Bargaining Agreement.

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
PAYROLL**

Section: 3080	Initial Date of Approval: 7/20/11 Revision Date(s):
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PURPOSE

To establish the responsibility and requirement for processing the College payroll.

REFERENCES

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RCW 42.16.010
RCW 41.04.035
RCW 41.04.036
Collective Bargaining Agreements
Office of Financial Management

POLICY

It is the policy of the college to remunerate in a timely fashion employees for services rendered in accordance with law and contractual agreements.

PROCEDURES

Payment of Wages

District #4 payroll data is processed by the State Board for Community and Technical Colleges.

Professional staff contracted for a certain number of days or months each year are paid according to the number of pay periods covered by the contract.

Employee earnings are established by employment contracts and/or Employment Worksheets submitted to Human Resources by budget managers or others with authority to establish earnings. This information is then forwarded to payroll for processing.

Classified staff is paid in accordance with the salary schedule in the Collective Bargaining Agreement.

Payroll Taxes and Deductions

Payroll deductions from gross employee earnings are made in the following categories as required by federal or state law:

1. Income tax withholding based upon wages and declared exemptions.
2. Medical aid-industrial insurance as per current rates.
3. Old Age and Survivors' Insurance (Social Security) as per rates established by Congress.
4. Retirement as per rates established by the legislature for TIAA/CREF or Washington State Department of Retirement.

Miscellaneous deductions are made from an employee's salary only upon his/her written request (RCW41.04.035, 41.04.036). Such deductions are contingent upon approval by the SBCTC payroll system.

Wage assignments (voluntary transfers of an interest in writing of an employee's wages for the benefit of creditors) may be made by the District at the discretion of the President.

All writs of garnishment or federal levies must be served to the Assistant Attorney General for processing. After processing the garnishment or levy, the payroll warrant is subject to garnishment, levy, or cancellation. The Attorney General's office will forward this information to payroll for processing.

Changes in an employee's status such as number of exemptions, miscellaneous deductions must be promptly reported to payroll. To be effective in a particular pay period, changes must be reported prior to the payroll run of the pay period so affected. Changes to retirement, health insurance or beneficiaries must be reported to HR.

Administrative Responsibility: Executive Director of Human Resources

**SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
NEPOTISM**

Section: 3090	Initial Date of Approval: 11/7/2019 Revision Date(s):
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PURPOSE

The employment of relatives can cause various problems including but not limited to charges of favoritism, conflicts of interest and scheduling conflicts that may have a negative impact on Skagit Valley College (SVC) and/or its employees. The protection of SVC as well as its employees requires certain safeguards from potential or perceived conflicts of interest. This policy shall apply to all current SVC employees including hourly, student employees and volunteers, as well as Board members seeking employment with SVC. This policy is intended to provide guidelines for the hiring of persons who may be related to employees of the College or members of the Board of Trustees for SVC.

REFERENCES

RCW 42.52 Ethics in Public Service
RCW 42.52.70 Special Privileges
RCW 42.52.020 Activities Incompatible with Public Duties
RCW 49.60.180 Unfair practices
WAC 162-12-140 Pre-employment inquiries
WAC 162-16-240 Bona fide occupational qualifications
WAC 162-16-250 Discrimination marital status
WAC 357-01-172 Family members
Collective Bargaining Agreements

DEFINITIONS

Members of an immediate family/household member is defined as spouses, siblings, parents, children, grandparents, grandchildren, nieces, nephews, in-laws, domestic partners/significant other, and persons in a co-habitation relationship, as well as their family members. Family/household member shall also include a child in the custody of and residing in the home of the employee, foster children, step-parents, step-children, step-siblings, step-grandparents and step-grandchildren.

Board Member - any member of the Board of Trustees for Skagit Valley College as appointed by the Governor of the State of Washington.

Conflict of Interest - occurs whenever an employee may have an interest, financial or otherwise, direct or indirect, or engages in a business or transaction or professional activity that is in conflict with the proper discharge of the employee's duties. Supervision of others, including members of an employee's family household, or someone that the employee is dating, that may result in an interest to the employee is considered a conflict of interest.

Member of the Household - any person living in the employee's home and at the same address as the employee.

Nepotism - the practice of showing favoritism to relatives (family) in hiring and employment practices.

Supervise - to have the authority to appoint, terminate, promote, demote, discipline, affect compensation or benefits, or determine any other terms or conditions of employment or to recommend or have substantial effect on same.

Spouse - a person related by marriage or commitment as a domestic partner for the purpose of relationship.

POLICY

It is the policy of Skagit Valley College to recruit and retain the best qualified individuals for each employment opportunity and consideration shall be based solely on merit.

Family/household relationships shall not be used as a basis for determining or denying rights, privileges or benefits associated with employment opportunities. Discrimination against an employee or an applicant because of marital status or any other relationship with another employee is not allowed. Members of the same family may be appointed to positions when it has been determined that they are the most qualified candidates, and when SVC has determined that the working relationship will not create a conflict of interest or the appearance of favoritism.

However, a person may not be hired into a position that would result in a relationship where an employee is involved in the recruitment, screening, appointment, termination of appointment, promotion, demotion, approval of salary increase or decrease, supervision, or evaluation of the employee's relative or household member (as defined above).

Members of an immediate family or household (spouses, siblings, significant others, parents, children or household members) shall not serve on screening committees or recommend employment of family or household members, nor shall members of the same family/household work in an immediate supervisor/subordinate relationship.

Family/household members shall not be assigned to the same department, if such relationship would create potential problems of safety, morale, security or conflicts of interest. Family/household members may be employed in the same department or other comparable administrative unit except in the following situations:

- When one member of a family/household is responsible for making decisions in personnel matters involving the appointment tenure, retention, or salary of another member of the same family.
- When one member of a family/household is directly responsible for leading, auditing the work, scheduling, assigning work, offering overtime, offering contracts/moonlight assignments, evaluating, supervising, or is in the supervisory chain of command of another member of the same family/household.
- When other circumstances exist which place members of the same family/household in situations of actual conflict between the interests of the College and the interests of the family/household members.

Employees are required to disclose to Human Resources any relationship that violates or has the potential to violate this policy to ensure timely resolution.

Employees who witness or perceive a conflict of interest in employment because of a relationship of relatives/household members may contact their supervisor or Human Resources without fear of retaliation.

Related employees, employed prior to the effective date of this policy, will continue their employment in their current position but the college will evaluate the supervisory relationship and make changes when there is a conflict of interest.

Should a situation develop whereby an employee is in a working relationship with a relative/household member where they are involved in the recruitment, screening, appointment, termination of appointment, promotion, demotion, approval of salary increase or decrease, supervision, or evaluation of the employee's relative/household member, that situation must be brought to Human Resources immediately .

The employee shall be advised of available alternatives, which may include voluntary transfer (if feasible) to other departments on campus. Such employee shall be given the opportunity to select among the alternatives. If there is no alternative available, or the employee is unable to agree upon any such alternative, then Human Resources shall take appropriate action to remedy the situation. Such action may include an involuntary transfer or termination of employment, in accordance with all laws and any applicable collective bargaining agreements.

ADMINISTRATIVE RESPONSIBILITY

The College's Department of Human Resources is responsible for the administration of this policy. Failure to follow this policy may result in disciplinary action up to and including termination.

Skagit Valley College Policy/Procedure For Indoor Air Quality

Section: 3100	Initial Date of Approval: 12/3/2019
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PURPOSE

Recognizing that students, faculty, staff and visitors to Skagit Valley College (SVC) may have sensitivity or allergic reactions to various fragrant products, SVC maintains an indoor clean air environment for the well-being and safety of students, faculty, staff and visitors.

REFERENCES

Americans with Disabilities Act

POLICY

Skagit Valley College (SVC) supports sustaining healthy indoor air quality. In the interest of promoting the health and safety of the SVC students, faculty, staff, and visitors, the campus community are encouraged to maintain a clean air environment. In order to create a safer learning environment for students as well as a safer work environment for its employees and visitors, SVC advocates to protect the indoor air quality of its campuses. Strong scents and fragrances can contribute to poor air quality that can be unhealthy to students, faculty, staff and visitors.

Personal care products such as cologne, perfume, aftershave lotions, scented lotions, fragranced hair products and/or similar products are not to be applied/sprayed in the facilities owned and operated by Skagit Valley College including company owned vehicles.

Use of air fresheners, candles and potpourri are prohibited from the facilities owned and operated by Skagit Valley College including company owned vehicles.

Signage stating the policy will be posted in all bathrooms and locker rooms in a visible location.

PROCEDURE

Students, faculty, staff and visitors should not apply/spray scented personal products (such as fragrances, colognes, lotions and powders) in facilities owned and operated by

Skagit Valley College. Other scented products such as candles, potpourri and similar items are not permitted at SVC.

Any employee with a concern about scents or odors should contact the HR department and their manager. Any student with a concern about scents or odors should contact Disability Access Services.

Administrative Responsibility: Associate Vice President – Human Resources

SKAGIT VALLEY COLLEGE
POLICY/PROCEDURE
FOR
RELOCATION COMPENSATION

Section: 3110	Initial Date of Approval: 4/15/2022
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PURPOSE

To authorize relocation compensation in accordance with state and College regulations.

REFERENCES

[SAAM 60.10](#)
[SAAM 25.30.60](#)
[RCW 43.03.125](#)
[WAC 357-28](#)

POLICY

Skagit Valley College may, within existing resources, authorize lump sum relocation compensation when it determines it is necessary to successfully recruit and retain qualified candidates who will have to make a domiciliary move in order to accept a permanent position. This policy is in accordance with SAAM 60.10 Moving Expenses Policies and the General Administrative Agency Guide on Moves.

Authority to approve lump sum relocation compensation is as follows:

- For president;
- For administrative employees in supervisory positions;
- For full time faculty positions;
- Other positions may qualify on a case by case basis per OFM guidelines.

The full amount of the relocation incentive payment must be repaid to the College if within one year of the date of appointment the employee voluntarily terminates employment or engages in behavior that makes termination of employment necessary. Termination of employment as a result of layoff, disability separation, or other good cause, as determined by the Associate Vice President for Human Resources (or their designee), does not require repayment of the relocation compensation.