



Policy Manual

Effective Date August 14, 2020

Policy # 2300.12

Policy Title Policy on Prohibition of Sexual Harassment and Title IX Policy

Document Control Updated Policy

Prepared By Melissa Mecham, VP Student Services

Department Student Services

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SCOPE:

This policy applies to all members of the City University of Seattle community including staff, faculty, students, interns, volunteers, University-affiliated board members and visitors.

PURPOSE:

To define the University’s policy in compliance with the requirements of Title IX of the Education Amendments of 1972, 20 U.S.C. Sec 1681, et seq, and subsequent regulations.

POLICY:

City University of Seattle is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from sexual harassment and retaliation. To ensure compliance with federal and state civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity,

City University of Seattle has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation sexual harassment or retaliation. City University of Seattle values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the grievance process during what is often a difficult time for all those involved.

Applicable Scope:

The core purpose of this policy is the prohibition of sexual harassment and retaliation. When an alleged violation of this policy is reported, the allegations are subject to resolution using City University of Seattle’s “Process A” or “Process B,” as determined by the Title IX Coordinator, and as detailed below.

When the Respondent is a member of the City University of Seattle community, a grievance process may be available regardless of the status of the Complainant, who may or may not be a member of the City University of Seattle community. This community includes, but is not limited to, students, student organizations, faculty, administrators, staff, and third parties such as guests, visitors, volunteers, invitees,

and campers. For the purpose of this policy, the City University of Seattle defines “student” as any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing relationship with the City University of Seattle.

The procedures below may be applied to incidents, to patterns, and/or to the campus climate, all of which may be addressed and investigated in accordance with this policy.

TITLE IX COORDINATOR

The appointed Title Coordinator oversees implementation of this policy. The Title IX Coordinator has the primary responsibility for coordinating City University of Seattle’s efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent sexual harassment, and retaliation prohibited under this policy.

Independence and Conflict-of-Interest

The Title IX Coordinator manages the Title IX Team and acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy and these procedures.

The members of the Title IX Team are vetted and trained to ensure they are not biased for or against any party in a specific case, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact the President of the University or designee. Concerns of bias or a potential conflict of interest by any other Title IX Team member should be raised with the Title IX Coordinator.

Reports of misconduct committed by the Title IX Coordinator should be reported to the President of the University or designee. Reports of misconduct committed by any other Title IX Team member should be reported to the Title IX Coordinator

Administrative Contact Information

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this policy and procedures, may be made internally to:

Karen Langer
Title IX Coordinator
Office of Student Services
521 Wall Street, Seattle WA 98121
206.239.4753
Email: TitleIXCoordinator@cityu.edu
<http://my.cityu.edu/titleix/>

City University of Seattle has determined following administrators are Officials with Authority to address and correct sexual harassment and/or retaliation. In addition to the Title IX Team members listed above, these Officials with Authority listed below may also accept notice or complaints on behalf of City University of Seattle.

Janet O’Leary
HR Director
521 Wall Street, Suite 100
Seattle, WA 98121
206.239.4940
Email: joleary@cityu.edu

Scott Carnz
Provost
521 Wall Street, Suite 100
Seattle, WA 98121
206.239.4806
Email: scarnz@cityu.edu

Melissa Mecham
VP Student Administration
521 Wall Street, Suite 100
Seattle, WA 98121
206.239.4730
Email: mmecham@cityu.edu

Randy Frisch
President
521 Wall Street, Suite 100
Seattle, WA 98121
206.239.4800
Email: rfrisch@cityu.edu

Inquiries may be made externally to:

Human Rights Commission:
Olympia Headquarters Office
711 S. Capitol Way, Suite 402
PO Box 42490
Olympia, WA 98504-2490
Phone: 360-753-6770
Fax: 360-586-2282
Toll Free: 1-800-233-3247
TTY: 1-800-300-7525
Se Habla Español
www.hum.wa.gov

OCR District/Seattle Office
U.S. Department of Education
915 Second Avenue, Room 3310
Seattle, WA 98174-1099
Telephone: (206) 607-1600
Facsimile: (206) 607-1601
[Email: OCR.Seattle@ed.gov](mailto:OCR.Seattle@ed.gov)

Assistant Secretary for Civil Rights
Office for Civil Rights, National
Headquarters
U.S. Department of Education
Lyndon Baines Johnson Dept. of
Education Building 400 Maryland Avenue,
SW
Washington, DC 20202-1100
Phone: 800-421-3481

For complaints involving employees: [Equal Employment Opportunity Commission](http://www.eeoc.gov)

EEOC Field Office
Federal Office Building
909 First Avenue
Suite 400

Seattle, WA 98104-1061
United States
Phone [1-800-669-4000](tel:1-800-669-4000)
Fax [206-220-6911](tel:206-220-6911)
TTY [1-800-669-6820](tel:1-800-669-6820)
ASL Video Phone [844-234-5122](tel:844-234-5122)

City University of Seattle has also classified all full-time faculty and staff as Mandated Reporters of any knowledge they have that a member of the community is experiencing sexual harassment and/or retaliation.

The section below on Mandated Reporting details which employees have this responsibility and their duties, accordingly.

NOTICE/COMPLAINTS OF SEXUAL HARASSMENT AND/OR RETALIATION

Notice or complaints of sexual harassment and/or retaliation may be made by filing a complaint with, or give verbal notice to, the Title IX Coordinator or deputy/deputies/Officials with Authority listed above. Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator or any other official listed.

A Formal Complaint means a document submitted or signed by the Complainant or signed by the Title IX Coordinator alleging a policy violation by a Respondent and requesting that the City University of Seattle investigate the allegation(s).

A complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information in the section immediately above, or as described in this section. As used in this paragraph, the phrase “document filed by a Complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by City University of Seattle) that contains the Complainant’s physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint, and requests that City University of Seattle investigate the allegations.

If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the Complainant to ensure that it is filed correctly.

SUPPORTIVE MEASURES

City University of Seattle will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged sexual harassment and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties to restore or preserve access to the City University of Seattle education program or

activity, including measures designed to protect the safety of all parties or the City University of Seattle educational environment, and/or deter sexual harassment and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, City University of Seattle will inform the Complainant, in writing, that they may file a formal complaint with City University of Seattle either at that time or in the future, if they have not done so already.

The Title IX Coordinator works with the Complainant to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

City University of Seattle will maintain the privacy of the supportive measures, provided that privacy does not impair the City University of Seattle's ability to provide the supportive measures. City University of Seattle will act to ensure as minimal an academic/occupational impact on the parties as possible. City University of Seattle will implement measures in a way that does not unreasonably burden the other party. These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program
- Referral to community-based service providers
- Visa and immigration assistance
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related Adjustments
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders will be referred to appropriate student or employee conduct processes for enforcement.

EMERGENCY REMOVAL

City University of Seattle can act to remove a student Respondent entirely or partially from its education program or activities on an emergency basis when an individualized

safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal.

This risk analysis is performed by the Title IX Coordinator using standard objective violence risk assessment procedures.

In all cases in which an emergency removal is imposed, the student will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate.

When this meeting is not requested within 24 hours of notification, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so.

There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline, which may include expulsion.

City University of Seattle will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: removing a student from a residence hall, temporarily re-assigning an employee, restricting a student's or employee's access to or use of facilities or equipment, allowing a student to withdraw or take grades of incomplete without financial penalty, authorizing an administrative leave, and suspending a student's participation in extracurricular activities, student employment, or student organizational leadership.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.

Where the Respondent is an employee, existing provisions for interim action are applicable.

PROMPTNESS

All allegations are acted upon promptly by City University of Seattle once it has received notice or a formal complaint. Complaints can take 60-90 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but City University of Seattle will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in City University of Seattle procedures will be delayed, City University of Seattle will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

PRIVACY

Every effort is made by City University of Seattle to preserve the privacy of reports.¹ City University of Seattle will not share the identity of any individual who has made a report or complaint of harassment or retaliation; any Complainant, any individual who has been reported to be the perpetrator of sexual harassment or retaliation, any Respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99; or as required by law; or to carry out the purposes of 34 CFR Part 106, including the conducting of any investigation, hearing, or grievance proceeding arising under these policies and procedures.

City University of Seattle reserves the right to determine which City University of Seattle officials have a legitimate educational interest in being informed about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

¹ For the purpose of this policy, privacy and confidentiality have distinct meanings. **Privacy** means that information related to a complaint will be shared with a limited number of City University of Seattle employees who “need to know” in order to assist in the assessment, investigation, and resolution of the report. All employees who are involved in City University of Seattle’s response to notice under this policy receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act (“FERPA”), as outlined in the City University of Seattle’s Student Catalog. The privacy of employee records will be protected in accordance with Human Resources policies. **Confidentiality** exists in the context of laws that protect certain relationships, including those who provide services related to medical and clinical care, mental health providers, counselors, and ordained clergy. The law creates a privilege between certain health care providers, mental health care providers, attorneys, clergy, spouses, and others, with their patients, clients, parishioners, and spouses. The City University of Seattle has designated individuals who have the ability to have privileged communications as Confidential Resources. When information is shared by a Complainant with a Confidential Resource, the Confidential Resource cannot reveal the information to any third party except when an applicable law or a court order requires or permits disclosure of such information. For example, information may be disclosed when: (i) the individual gives written consent for its disclosure; (ii) there is a concern that the individual will likely cause serious physical harm to self or others; or (iii) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18, elders, or individuals with disabilities. Non-identifiable information may be shared by Confidential Resources for statistical tracking purposes as required by the federal Clergy Act. Other information may be shared as required by law.

Information will be shared as necessary with Investigators, Hearing Panel members/Decision-makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

City University of Seattle may contact parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student first before doing so.

Confidentiality and mandated reporting are addressed more specifically below.

JURISDICTION OF CITY UNIVERSITY OF SEATTLE

This policy applies to the education program and activities of City University of Seattle, to conduct that takes place on the campus or on property owned or controlled by City University of Seattle, at City University of Seattle -sponsored events, or in buildings owned or controlled by City University of Seattle's recognized student organizations. The Respondent must be a member of City University of Seattle's community in order for its policies to apply.

This policy can also be applicable to the effects of off-campus misconduct that effectively deprive someone of access to City University of Seattle's educational program. City University of Seattle may also extend jurisdiction to off-campus and/or to online conduct when the Title IX Coordinator determines that the conduct affects a substantial City University of Seattle interest.

Regardless of where the conduct occurred, City University of Seattle will address notice/complaints to determine whether the conduct occurred in the context of its employment or educational program or activity and/or has continuing effects on campus or in an off-campus sponsored program or activity. A substantial City University of Seattle interest includes:

- a. Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law;
- b. Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any student or other individual;
- c. Any situation that significantly impinges upon the rights, property, or achievements of oneself or others or significantly breaches the peace and/or causes social disorder; and/or
- d. Any situation that is detrimental to the educational interests or mission of the City University of Seattle.

If the Respondent is unknown or is not a member of the City University of Seattle community, the Title IX Coordinator will assist the Complainant in identifying

appropriate campus and local resources and support options and/or, when criminal conduct is alleged, in contacting local or campus law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of the City University of Seattle community, supportive measures, remedies, and resources may be accessible to the Complainant by contacting the Title IX Coordinator.

In addition, City University of Seattle may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from City University of Seattle property and/or events.

All vendors serving City University of Seattle through third-party contracts are subject to the policies and procedures of their employers or to these policies and procedures to which their employer has agreed to be bound by in their contracts.

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator can assist the Complainant in liaising with the appropriate individual at that institution, as it may be possible to allege violations through that institution's policies.

Similarly, the Title IX Coordinator may be able to assist and support a student or employee Complainant who experiences sexual harassment or retaliation in an externship, study abroad program, or other environment external to the City University of Seattle where sexual harassment policies and procedures of the facilitating or host organization may give recourse to the Complainant.

TIME LIMITS ON REPORTING

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to City University of Seattle's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate. When notice/complaint is affected by significant time delay, City University of Seattle will typically apply the policy in place at the time of the alleged misconduct and the procedures in place at the time of notice/complaint.

ONLINE SEXUAL HARRASSMENT AND/OR RETALIATION

The policies of City University of Seattle are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors

occur in or have an effect on City University of Seattle's education program and activities or use City University of Seattle networks, technology, or equipment.

Although City University of Seattle may not control websites, social media, and other venues in which harassing communications are made, when such communications are reported to City University of Seattle, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via social media, unwelcome sexual or sex-based messaging, distributing or threatening to distribute revenge pornography, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the City University of Seattle community.

POLICY ON NONDISCRIMINATION

City University of Seattle subscribes to the principles and laws of the applicable states and the federal government, including applicable Executive Orders that pertain to civil rights, equal opportunity, and affirmative action.

City University of Seattle policy prohibits discrimination on the basis of race, sex, religion, age, color, creed, national or ethnic origin, physical, mental or sensory disability, marital status, sexual orientation, and status as a Vietnam-era or disabled veteran, in the recruitment and admission of students, the recruitment, employment and retention of faculty and staff, and the operation of all university programs, scholarships, loans, activities, and services.

DEFINITION OF SEXUAL HARASSMENT

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the State of Washington regard Sexual Harassment as an unlawful discriminatory practice.

City University of Seattle has adopted the following definition of Sexual Harassment in order to address the unique environment of an academic community. Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved. Sexual Harassment, as an umbrella category, includes the actual or attempted offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

Conduct on the basis of sex or that is sexual that satisfies one or more of the following:

- 1) Quid Pro Quo:
 - a. an employee of City University of Seattle,

- b. conditions² the provision of an aid, benefit, or service of City University of Seattle,
 - c. on an individual's participation in unwelcome sexual conduct.
- 2) Sexual Harassment:
- a. unwelcome conduct,
 - b. determined by a reasonable person,
 - c. to be so severe, and
 - d. pervasive, and,
 - e. objectively offensive,
 - f. that it effectively denies a person equal access to the City University of Seattle's education program or activity.³
- 3) Sexual assault, defined as:
- a) Sex Offenses, Forcible:
 - o Any sexual act⁴ directed against another person⁵,

² Implicitly or explicitly.

³ Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is younger than the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

⁴ Sexual acts include:

Forcible Rape:

- o Penetration,
- o no matter how slight,
- o of the vagina or anus with any body part or object, or
- o oral penetration by a sex organ of another person,
- o without the consent of the Complainant.

Forcible Sodomy:

- o Oral or anal sexual intercourse with another person,
- o forcibly,
- o and/or against that person's will (non-consensually), or
- o not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age[#] or because of temporary or permanent mental or physical incapacity.

Sexual Assault with an Object:

- o The use of an object or instrument to penetrate,
- o however slightly,
- o the genital or anal opening of the body of another person,
- o forcibly,
- o and/or against that person's will (non-consensually),
- o or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Forcible Fondling:

- o The touching of the private body parts of another person (buttocks, groin, breasts),
- o for the purpose of sexual gratification,
- o forcibly,
- o and/or against that person's will (non-consensually),
- o or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

⁵ This would include having another person touch you sexually, forcibly, or without their consent.

- without the consent of the Complainant,
 - including instances in which the Complainant is incapable of giving consent.
- b) Sex Offenses, Non-forcible:
- Incest:
 - 1) Non-forcible sexual intercourse,
 - 2) between persons who are related to each other,
 - 3) within the degrees wherein marriage is prohibited by Washington law.
 - Statutory Rape:
 - 1) Non-forcible sexual intercourse,
 - 2) with a person who is under the statutory age of consent of 16 years
- 4) Dating Violence, defined as:
- a. violence,
 - b. on the basis of sex,
 - c. committed by a person,
 - d. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.
 - i. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—
 - ii. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
 - iii. Dating violence does not include acts covered under the definition of domestic violence.
- 5) Domestic Violence, defined as:
- a. violence,
 - b. on the basis of sex,
 - c. committed by a current or former spouse or intimate partner of the Complainant,
 - d. by a person with whom the Complainant shares a child in common, or
 - e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
 - f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of the State of Washington, or
 - g. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Washington State.
- 6) Stalking, defined as:
- a. engaging in a course of conduct,
 - b. on the basis of sex,
 - c. directed at a specific person, that
 - i. would cause a reasonable person to fear for the person's safety;
 - or

- ii. the safety of others; or
- iii. Suffer substantial emotional distress.

For the purposes of this definition—

- (i) Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- (ii) Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- (iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

City University of Seattle reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this policy.

<p style="text-align: center;">Stage 1: Reprimand/ Restrictions/Review</p>	<p style="text-align: center;">Stage 2: Probation</p>	<p style="text-align: center;">Stage 3: Suspension</p>	<p style="text-align: center;">Stage 4: Expulsion</p>
<p>SEXUAL HARASSMENT</p> <ul style="list-style-type: none"> • Severe, persistent, or pervasive sexual innuendos, jokes, remarks, questions, gestures • Display of sexually explicit visual material 	<p>SEXUAL HARASSMENT</p> <p>Any one or combination of Stage 1 behaviors plus a behavior from another category</p>	<p>SEXUAL HARASSMENT</p> <p>Any one or combination of Stage 1 and/or Stage 2 behaviors plus a behavior from another category</p>	<p>SEXUAL HARASSMENT</p> <p>Any one or combination of Stage 1, Stage 2 and/or Stage 3 behaviors plus a behavior from another category</p>
<p>STALKING</p> <ul style="list-style-type: none"> • Repeated, unsolicited phone calls, emails, texts, and/or gifts to another person and/or their family/household • Repeatedly following another person or conducting surveillance of another person and/or their family/household • Direct or private unsolicited contact or attempts to contact via social media 	<p>STALKING</p> <p>Any one or combination of Stage 1 behaviors plus:</p> <ul style="list-style-type: none"> • 2nd violation of stalking • Repeated, unsolicited contact or attempts to contact via social media 	<p>STALKING</p> <p>Any one or combination of Stage 1 and/or Stage 2 behaviors plus:</p> <ul style="list-style-type: none"> • Intimidation or Physical abuse in retaliation for reporting sexual misconduct, dating/domestic violence, and/or stalking • Repeated, unsolicited visits to another person’s home, business, and/or class, and/or that of their 	<p>STALKING</p> <p>Any one or combination of Stage 1, Stage 2 and/or Stage 3 behaviors</p>

		<p>family/household</p> <ul style="list-style-type: none"> Assuming another's identity in order to make contact with complainant 	
<p>DATING ABUSE & VIOLENCE</p> <ul style="list-style-type: none"> Intimidation: using actions, gestures, and tone of voice to indicate a threat of violence 	<p>DATING ABUSE & VIOLENCE</p> <p>Any one or combination of Stage 1 behaviors plus:</p> <ul style="list-style-type: none"> Preventing complainant from calling for help Destruction of property Physical abuse: Pushing, shoving, hair-pulling, scratching, hitting, throwing objects 	<p>DATING ABUSE & VIOLENCE</p> <p>Any one or combination of Stage 2 behaviors plus:</p> <ul style="list-style-type: none"> Intimidation or Physical abuse in retaliation for reporting sexual misconduct, dating/domestic violence, and/or stalking Displaying weapons, throwing objects at a person with potential to injure Destruction of valuable property 	<p>DATING ABUSE & VIOLENCE</p> <p>Any one or combination of Stage 1, Stage 2 and/or Stage 3 behaviors</p>
<p>DOMESTIC ABUSE & VIOLENCE</p> <ul style="list-style-type: none"> Intimidation: using actions, gestures, and tone of voice to indicate a threat of violence 	<p>DOMESTIC ABUSE & VIOLENCE</p> <p>Any one or combination of Stage 1 behaviors plus:</p> <ul style="list-style-type: none"> Preventing Complainant from calling for help or leaving the room Destruction of property Physical abuse: Pushing, shoving, hair-pulling, scratching, hitting, throwing objects 	<p>DOMESTIC ABUSE & VIOLENCE</p> <p>Any one or combination of Stage 2 behaviors plus:</p> <ul style="list-style-type: none"> Intimidation or Physical abuse in retaliation for reporting sexual misconduct, dating/domestic violence, and/or stalking Displaying weapons, throwing objects at a person with potential to injure Destruction of valuable property 	<p>DOMESTIC ABUSE & VIOLENCE</p> <p>Any one or combination of Stage 1, Stage 2 and/or Stage 3 behaviors</p>
<p>NON-CONSENSUAL SEXUAL CONTACT</p> <ul style="list-style-type: none"> Unwelcomed kissing and/or light touching over clothing 	<p>NON-CONSENSUAL SEXUAL CONTACT</p> <p>Any one or combination of Stage 1 behaviors plus a behavior from another category plus:</p> <ul style="list-style-type: none"> Non-genital fondling, groping or heavy touching Unwelcomed 	<p>NON-CONSENSUAL SEXUAL CONTACT</p> <p>Any one or combination of Stage 1 and/ or Stage 2 behaviors plus:</p> <ul style="list-style-type: none"> Unwelcomed touching, fondling, groping or genital touching 	<p>NON-CONSENSUAL SEXUAL CONTACT</p> <p>Any one or combination of Stage 1, Stage 2 and/or Stage 3 behaviors</p>

	increased touching, fondling, groping, or genital touching		
		SEXUAL ABUSE <ul style="list-style-type: none"> • Oral sex • Penetration (by sex organs) • Penetration (by means other than sex organs) 	SEXUAL ABUSE Anyone or combination of Stage 3 behaviors with predation

FORCE < COERCION, CONSENT, AND INCAPACITATION ⁶

As used in the offenses above, the following definitions and understandings apply:

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” “Okay, don’t hit me, I’ll do what you want.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Consent is:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.

⁶ The state of Washington definition of consent is "Consent" means that at the time of the act of sexual intercourse or sexual contact there are actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact. RCW 9A.44.010, which is applicable to criminal prosecutions for sex offenses in Washington but may differ from the definition used on campus to address policy violations re: Clery/VAWA Sec. 304 compliance.

Individuals may experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to being kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonable time.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent.

Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on the City University of Seattle to determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM⁷ or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, so City University of Seattle’s evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

Incapacitation: A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs. As stated above, a Respondent violates this policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

⁷ Bondage, discipline/dominance, submission/sadism, and masochism.

Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction).

Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

RETALIATION

Protected activity under this policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. City University of Seattle will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

City University of Seattle and any member of City University of Seattle’s community are prohibited from taking materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and procedure.

Filing a complaint within Process B could be considered retaliatory if those charges could be applicable under Process A, when the Process B charges are made for the purpose of interfering with or circumventing any right or privilege provided afforded within Process A that is not provided by Process B. Therefore, City University of Seattle vets all complaints carefully to ensure this does not happen, and to assure that complaints are tracked to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

MANDATED REPORTING

All City University of Seattle employees (faculty, staff, administrators) are expected to report actual or suspected sexual harassment or retaliation to appropriate officials immediately, though there are some limited exceptions.

In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, some resources may maintain confidentiality and are not required to report actual or suspected sexual harassment or retaliation. They may offer options and resources without any obligation to inform an outside agency or campus official unless a Complainant has requested the information be shared.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant), who will take action when an incident is reported to them.

The following sections describe the reporting options at City University of Seattle for a Complainant or third-party (including parents/guardians when appropriate):

a. Confidential Resources

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with:

- On-campus counselors and staff
- Off-campus (non-employees):
 - Licensed professional counselors and other medical providers
 - Local rape crisis counselors
 - Domestic violence resources
 - Local or state assistance agencies
 - Clergy/Chaplains
 - Attorneys

All of the above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, and/or professional credentials, except in extreme cases of immediacy of threat or danger or abuse of a minor/ elder/individual with a disability, or when required to disclose by law or court order.

Campus counselors and/or the Employee Assistance Program are available to help free of charge and may be consulted on an emergency basis during normal business hours. Employees who are confidential and who receive reports within the scope of their confidential roles will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client.

b. Mandated Reporters and Formal Notice/Complaints

All employees of City University of Seattle (including student employees), with the exception of those who are designated as Confidential Resources, are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

Employees must also promptly share all details of behaviors under this policy that they observe or have knowledge of, even if not reported to them by a Complainant or third-party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at events such as “Take Back the Night” marches or speak-outs do not provide notice that must be reported to the Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or a seek a specific response from City University of Seattle.

Supportive measures may be offered as the result of such disclosures without formal City University of Seattle action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of sexual harassment or retaliation of which they become aware is a violation of City University of Seattle policy and can be subject to disciplinary action for failure to comply.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this policy, they still have a duty to report their own misconduct, though City University of Seattle is technically not on notice when a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is themselves a target of harassment or other misconduct under this policy is not required to report their own experience, though they are, of course, encouraged to do so.

WHEN A COMPLAINTANT DOES NOT WISH TO PROCEED

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether City University of Seattle proceeds when the Complainant does not wish to do so, and the Title IX Coordinator

may sign a formal complaint to initiate a grievance process upon completion of an appropriate violence risk assessment.

The Title IX Coordinator's decision should be based on results of the violence risk assessment showing a compelling risk to health and/or safety that requires City University of Seattle to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. City University of Seattle may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and the City University of Seattle's ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this policy.

When City University of Seattle proceeds, the Complainant (or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony.

Note that City University of Seattle's ability to remedy and respond to notice may be limited if the Complainant does not want City University of Seattle to proceed with an investigation and/or grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing City University of Seattle's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow City University of Seattle to honor that request, City University of Seattle will offer informal resolution options (see below), supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a Complainant has the right, and can expect, to have allegations taken seriously by City University of Seattle, and to have the incidents investigated and properly resolved through these procedures. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

FEDERAL TIMELY WARNING OBLIGATION

Parties reporting sexual assault, domestic violence, dating violence, and/or stalking should be aware that under the Clery Act, City University of Seattle must issue timely warnings for incidents reported to them that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

City University of Seattle will ensure that a Complainant'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 potential danger

FALSE ALLEGATIONS AND EVIDENCE

Deliberately false and/or malicious accusations under this policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under City University of Seattle policy

AMNESTY FOR COMPLAINANTS AND WITNESSES

City University of Seattle community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to City University of Seattle officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the City University of Seattle community that Complainants choose to report misconduct to City University of Seattle officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, City University of Seattle maintains a policy of offering parties and witnesses amnesty from minor policy violations - such as underage consumption of alcohol or the use of illicit drugs - related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty - the incentive to report serious misconduct - is rarely applicable to Respondent with respect to a Complainant.

Students: Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to Campus Officials or security).

City University of Seattle maintains a policy of amnesty for students who offer help to others in need. Although policy violations cannot be overlooked, City University of Seattle may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

Employees: Sometimes, employees are hesitant to report sexual harassment or retaliation they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated the consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to City University of Seattle officials.

City University of Seattle may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

FEDERAL STATISTICAL REPORTING OBLIGATIONS

Certain campus officials - those deemed Campus Security Authorities - have a duty to report the following for federal statistical reporting purposes (Clery Act):

- a) All “primary crimes,” which include homicide, sexual assault, robbery, aggravated assault, burglary, motor vehicle theft, and arson;
- b) Hate crimes, which include any bias-motivated primary crime as well as any bias motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property;
- c) VAWA-based crimes,⁸ which include sexual assault, domestic violence, dating violence, and stalking; and
- d) Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug abuse-related law violations.

All personally identifiable information is kept private, but statistical information must be shared with campus security authorities regarding the type of incident and its general location (on or off campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and campus crime log.

Campus security authorities include: student affairs conduct staff, campus security, local police, residence-life staff, human resources staff, advisors to student

⁸ VAWA is the Violence Against Women Act, enacted in 1994 codified in part at 42 U.S.C. sections 13701 through 14040.

organizations, and any other official with significant responsibility for student and campus activities.

DEFINITIONS:

- *Advisor* means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the resolution process, to advise the party on that process, and to conduct cross-examination for the party at the hearing, if any.
- *Complainant* means an individual who is alleged to be the victim of conduct that could sexual harassment based on a protected class; or retaliation for engaging in a protected activity.
- *Complaint (formal)* means a document submitted or signed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment or retaliation for engaging in a protected activity against a Respondent and requesting that City University of Seattle investigate the allegation.
- *Confidential Resource* means an employee who is not a Mandated Reporter of notice of harassment and/or retaliation (irrespective of Clery Act Campus Security Authority status).
- *Day* means a business day when City University of Seattle is in normal operation.
- *Education program or activity* means locations, events, or circumstances where City University of Seattle exercises substantial control over both the Respondent and the context in which the sexual harassment occurs and also includes any building owned or controlled by a student organization that is officially recognized by City University of Seattle.
- *Final Determination*: A conclusion by Preponderance of the evidence that the alleged conduct did or did not violate policy.
- *Finding*: A conclusion by the Preponderance of the evidence that the conduct did or did not occur as alleged (as in a “finding of fact”).
- *Formal Grievance Process* means “Process A,” a method of formal resolution designated by City University of Seattle to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations (34 CFR §106.45).
- *Grievance Process Pool* includes any investigators, hearing officers, appeal officers, and Advisors who may perform any or all of these roles (though not at the same time or with respect to the same case).

- *Hearing Decision-maker* refers to those who have decision-making and sanctioning authority within City University of Seattle’s Formal Grievance process.
- *Investigator* means the person or persons charged by a City University of Seattle with gathering facts about an alleged violation of this Policy, assessing relevance and credibility, synthesizing the evidence, and compiling this information into an investigation report and file of directly related evidence.
- *Mandated Reporter* means an employee of City University of Seattle who is obligated by policy to share knowledge, notice, and/or reports of harassment and/or retaliation with the Title IX Coordinator.⁹
- *Notice* means that an employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
- *Official with Authority (OWA)* means an employee of City University of Seattle explicitly vested with the responsibility to implement corrective measures for sexual harassment and/or retaliation on behalf of City University of Seattle.
- *Parties* include the Complainant(s) and Respondent(s), collectively.
- *Process A* means the Formal Grievance Process detailed below and defined above.
- *Process B* means any process designated by the City University of Seattle to apply only when Process A does not, as determined by the Title IX Coordinator.
- *Remedies* are post-finding actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to City University of Seattle’s educational program.
- *Respondent* means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment or retaliation for engaging in a protected activity.
- *Resolution* means the result of an informal or Formal Grievance Process.
- *Sanction* means a consequence imposed by City University of Seattle on a Respondent who is found to have violated this policy.

⁹ Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of individuals with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility in this Policy.

- *Sexual Harassment* is the umbrella category including the offenses of sexual harassment, sexual assault, stalking, and dating violence and domestic violence [see definitions in X above].
- *Title IX Coordinator* is at least one official designated by the City University of Seattle to ensure compliance with Title IX and City University of Seattle's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.
- *Title IX Team* refers to the Title IX Coordinator, any deputy coordinators, and any member of the Grievance Process Pool.

REVISION OF THIS POLICY

This Policy and related procedures supersede any previous policy(ies) addressing harassment, sexual misconduct and/or retaliation under Title IX and will be reviewed and updated annually by the Title IX Coordinator. City University of Seattle reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

During the resolution process, the Title IX Coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate break schedules. The Title IX Coordinator may also vary procedures materially with notice on the institutional website, with the appropriate effective date identified upon determining that changes to law or regulation require policy or procedural alterations not reflected in this Policy and procedures.

If government laws or regulations change - or court decisions alter - the requirements in a way that impacts this document, this document will be construed to comply with the most recent government regulations or holdings.

This document does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such policies and codes, generally.