



**Policy Title:** Policy Prohibiting Sexual Harassment, Discrimination, and Retaliation  
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**Related Forms:** See Section VII below.

**TABLE OF CONTENTS**

- I. [Policy Statement](#) ..... 2
- II. [Purpose & Background](#) ..... 2
- III. [Applicability/Responsibility](#) ..... 3
  - A. [Scope](#) ..... 3
  - B. [Jurisdiction](#) ..... 3
- IV. [Definitions](#) ..... 4
  - A. [Prohibited Behavior](#) ..... 4
    - 1. [Title IX Sex-Based Misconduct](#) ..... 4
    - 2. [Other Sexual and Gender-Based Misconduct](#) ..... 7
    - 3. [Sexual Harassment](#) ..... 8
    - 4. [Gender-Based Harassment](#) ..... 9
    - 5. [Sex- or Gender-Based Stalking](#) ..... 9
    - 6. [Intimate Partner Violence](#) ..... 10
    - 7. [Sex-Based Discrimination](#) ..... 10
    - 8. [Other Prohibited Conduct](#) ..... 11
  - B. [Other Definitions](#) ..... 12
- V. [Policy Requirements](#) ..... 18
  - A. [Prohibited Conduct](#) ..... 18
  - B. [Seattle University Administrative Contact Information](#) ..... 19
  - C. [External Contact Information](#) ..... 19
  - D. [Mandated Reporting and Confidential Employees](#) ..... 20
    - 1. [Mandated Reporters](#) ..... 20
    - 2. [Confidential Employees](#) ..... 21
    - 3. [Unaffiliated Third Parties](#) ..... 21



- E. [Reports and Complaints of Violations of this Policy](#) ..... 22
  - 1. [Reports and Complaints](#)..... 22
  - 2. [How to Make a Report or Complaint](#)..... 22
  - 3. [Time Limits on Reporting](#)..... 23
- F. [Supportive Measures](#) ..... 23
- G. [False Allegations and Evidence](#)..... 25
- H. [Confidentiality and Privacy](#) ..... 25
- I. [Unauthorized Disclosure of Information](#)..... 26
- J. [Emergency Removal, Interim Actions, and Leave](#)..... 26
- K. [Federal Timely Warning Obligations](#) ..... 26
- L. [Redhawks Care \(Amnesty\)](#) ..... 26
  - 1. [Students](#)..... 26
  - 2. [Employees](#)..... 27
- M. [Independence and Conflicts of Interest](#)..... 27
- VI. [Violations](#) ..... 27
  - A. [Standard of Proof](#)..... 27
  - B. [Sanction Range](#) ..... 27
- VII. [Related Information](#)..... 27

**I. POLICY STATEMENT<sup>1</sup>**

Seattle University is committed to providing a workplace and educational environment that is free from discrimination and harassment based on sex, and retaliation for engaging in protected activity.<sup>2</sup>

**II. PURPOSE & BACKGROUND**

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education Program or Activity, Seattle University has developed this Policy and related Resolution Process, attached as **Appendix A** (“Resolution Process”), to provide prompt, fair, and impartial resolution

<sup>1</sup> This policy is modeled after the ATIXA One Policy, Two Procedures Model. Use and adaption of this model with citation to ATIXA is permitted through a limited license to Seattle University. All other rights reserved. ©2024 ATIXA.

<sup>2</sup> Should a court strike, either temporarily or permanently, any terms or provisions of this Policy or its related Procedures, Seattle University reserves the right to make immediate modifications to the Policy and Procedures. Further, should any court deem any portion of the 2020 Title IX Regulations (34 C.F.R. Part 106) to be unlawful, or should they be ordered suspended or withdrawn, the University reserves the right to withdraw this Policy and the Procedures and immediately reinstate previous policies and/or procedures or revise them accordingly.



of allegations of sexual harassment, discrimination, or retaliation.

**III. APPLICABILITY/RESPONSIBILITY**

**A. Scope**

This Policy applies to all members of the Seattle University community, including students; faculty; staff; Jesuits in residence; Board members; and contractors, volunteers, consultants, vendors, and other third parties. Each member of the University community is responsible for conducting themselves in accordance with the Policy and other University policies and procedures.

Except in cases concerning alleged sexual harassment involving only employees (which are resolved pursuant to the [Human Resources Sexual Harassment Policy](#)), Seattle University will promptly and effectively address any Complaints of discrimination in violation of this Policy using the Resolution Process.

This Policy applies to alleged incidents that occur between August 14, 2020, and July 31, 2024, and on or after November 12, 2024. For alleged incidents of sexual harassment (as defined further below), Seattle University will utilize the policy in place at the time of the alleged incident and the procedures at the time of the complaint. Applicable versions of the relevant policies are available from the Title IX Coordinator.

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

**B. Jurisdiction**

This Policy applies to Seattle University’s education programs and activities and circumstances where Seattle University has disciplinary authority. A Complainant does not have to be a member of the Seattle University community to file a Complaint, at the discretion of the Title IX Coordinator.

This Policy may also apply to the effects of off-campus misconduct that effectively deprives a person of access to Seattle University’s education program or activities. Seattle University may also extend jurisdiction to off-campus and/or online conduct when the conduct affects a substantial Seattle University interest. However, nothing in this Policy is intended to infringe upon or limit a person’s rights to free speech or a faculty member’s academic freedom.

Regardless of where the conduct occurred, Seattle University will address Notice/Complaints to determine whether the conduct occurred in the context of its employment or education program or activity and/or has continuing effects on campus (including virtual learning and employment environments) or in an off campus sponsored program or activity.

A substantial Seattle University interest includes:

- 1) 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.
- 2) Any situation in which it is determined that the Respondent poses an immediate threat to the health or safety of any student, employee, or other individual.



- 3) Any situation that significantly infringes upon the rights, property, or achievements of others, significantly breaches the peace, and/or causes social disorder.
- 4) Any situation that substantially interferes with Seattle University’s educational interests or mission.

For disciplinary action to be issued under this Policy, the Respondent must be a Seattle University faculty member, student, or staff member at the time of the alleged incident. If the Respondent is unknown or is not a member of the Seattle University community, the Title IX Coordinator will offer to assist the Complainant in identifying appropriate institutional and local resources and support options and implementing appropriate supportive measures and/or remedial actions (e.g., trespassing a person from campus). Seattle University can also assist in contacting local law enforcement if the individual would like to file a police report about criminal conduct.

All vendors serving Seattle University through third-party contracts are subject to the policies and procedures of their employers.

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator can assist the Complainant in contacting the appropriate individual at that institution, as it may be possible to pursue action under that institution’s policies.

Similarly, the Title IX Coordinator may be able to assist and support a student or employee Complainant who experiences discrimination in an externship, study abroad program, or other environmental external to Seattle University where sex-based harassment policies and procedures of the facilitating or host organization may give the Complainant recourse. If there are effects of that external conduct that impact a student or employee’s work or educational environment, those effects can often be remedially by the Title IX Coordinator if brought to their attention.

**IV. DEFINITIONS<sup>3</sup>**

**A. Prohibited Behavior**

Prohibited Behavior under this Policy refers to: (1) Title IX Sex-Based Misconduct (i.e., *Quid Pro Quo* Sexual Harassment; Severe, Pervasive, and Objectively Offensive Sexual Harassment; Sexual Assault; Intimate Partner Violence; and Sex and Gender-Based Stalking; as defined by and within the scope of Title IX); (2) Other Sexual and Gender-Based Misconduct (Sexual Assault; Sexual Exploitation; Sexual Harassment; Gender-Based Harassment; Sex and Gender-Based Stalking; Intimate Partner Violence); (3) Sex-Based Discrimination; and (4) Other Prohibited Conduct (i.e., Retaliation and Violation of Supportive Measures).

**1. Title IX Sex-Based Misconduct**

Title IX Sex-Based Misconduct is a type of Prohibited Behavior that meets the definition of Sexual Harassment in the Title IX Implementing Regulations at 34 CFR 106.30. Conduct about which a Formal Complaint (as defined below) is filed rises to the level of Title IX Sex-Based Misconduct when it:

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<sup>3</sup> All defined words or terms in this Policy have their defined meaning whether or not the word or term is capitalized.



1. Occurs in the United States; **and**
2. Occurs in a Seattle University Program or Activity; **and**
3. Is conduct on the basis of sex in which:
  - a. An Employee conditions the provision of a University aid, benefit, or service on an individual’s participation in unwelcome sexual conduct (“*Quid Pro Quo* Sexual Harassment”);
  - b. A Student, Employee, or Third Party over whom Seattle University exercises substantial control engages in unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies another person equal access to a University Program or Activity (“Severe, Pervasive, and Objectively Offensive Sexual Harassment”); **or**
  - c. A Student, Employee, or Third Party over whom Seattle University exercises substantial control engages in:
    - i. **Sexual Assault**, defined as:
      - A. **Rape:**
        - (1) The carnal knowledge of a person (penile-vaginal penetration), without the Consent of that person (as defined below) including instances where the person is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity.
        - (2) Oral or anal sexual intercourse (i.e., penile penetration) with another person, without the Consent of that person, including instances in which the person is incapable of giving Consent because of their age or because of their age or because of their temporary or permanent mental or physical incapacity.
        - (3) The use of an object or instrument (e.g., an inanimate object or body part other than a penis) to unlawfully penetrate, however slight, the genital or anal opening of the body of another person, without the Consent of that person, including instances in which the person is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity.
      - B. **Fondling:** The touching of the private body parts of another person for the purpose of sexual gratification, without the



Consent of that person, including instances in which the person is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity.

**C. Incest:** Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or

**D. Statutory Rape:** Sexual intercourse with a person who is under the statutory age of Consent.

ii. **Sex-or Gender-Based Stalking**, defined as: when an individual intentionally engages in a course of conduct which is directed at a specific person under the circumstances that would cause a Reasonable Person to:

- A. Fear for their own safety or the safety of others; or
- B. Suffer substantial emotional distress.

iii. **Dating Violence**, defined as violence committed by a person:

A. Who is or has been in a social relationship of a romantic, intimate, or sexual nature with the victim; and

B. Where the existence of such a relationship shall be determined based on the reporting party’s statement and with consideration of the following factors:

- (i) The length of the relationship;
- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the relationship.

Dating violence includes, but is not limited to, sexual or physical abuse or threats of such abuse.

iv. **Domestic Violence**, defined as felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Washington state, 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 Washington state.

The definition of Title IX Sex-Based misconduct does not include allegations of the types of behavior described above that relate to employees only (e.g., an employee alleges that another



employee sexually assaulted or sexually harassed them). Such complaints are resolved through the University [Human Resources Sexual Harassment Policy](#).

When reported behavior falls within this section of this Policy, it may constitute Title IX Sex-Based Misconduct and will be addressed under the Resolution Process applicable to Title IX Sex-Based Misconduct, even if the behavior also may constitute other Prohibited Conduct. If at any point the University determines that the reported behavior does not meet the definition of Title IX Sex-Based Misconduct, the matter will continue as an Other Sexual and Gender-Based Misconduct matter, Sex or Gender-Based Discrimination matter, and/or Other Prohibited Conduct matter.

Conversely, if the University is investigating a report of one of these other forms of Prohibited Conduct and receives information that indicates the behavior at issue meets the definition of Title IX Sex-Based Misconduct, the matter will continue under the Resolution Process applicable to Title IX Sex-Based Misconduct.

To the extent that reported behavior may meet the definition of Title IX Sex-Based Misconduct and any other form of conduct prohibited by this Policy, the University will treat the conduct as Title IX Sex-Based Misconduct for purposes of its response.

**2. Other Sexual and Gender-Based Misconduct**

When reported behavior meets the following definition, it may constitute Other Sexual or Gender-Based Misconduct and will be addressed under the resolution procedures applicable to Other Sexual or Gender-Based Misconduct, unless it is being investigated simultaneously with reported Title IX Sex-Based Misconduct.

- a. **Sexual Assault:** Conduct that does not fall within the definition of Title IX Sex-Based Misconduct where:
  - i. Sexual Contact occurs without Consent; or
  - ii. Non-consensual physical abuse (*e.g.*, slapping on the face, hair pulling, choking) occurs in conjunction with consensual or non-consensual Sexual Contact.
  
- b. **Sexual Exploitation:** intentional conduct by which an individual takes or attempts to take non-consensual sexual advantage of another for one’s own benefit, or for the benefit of anyone other than the person being exploited, and which does not fall within the definition of Title IX Sex-Based Misconduct. Examples include:
  - Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed);
  - Invasion of sexual privacy (*e.g.*, doxing/doxxing);
  - Knowingly making an unwelcome disclosure of (or threatening to disclose) an individual's sexual orientation, gender identity, or gender expression;
  - Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually related activity when there is a reasonable



expectation of privacy during the activity, without the consent of all involved in the activity; or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person’s consent), including the making or posting of non-consensual pornography;

- Causing another to engage in sex work/prostituting another person;
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection compromising that person’s ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity;
- Misappropriation of another person’s identity on apps, websites, or other venues designed for dating or sexual connections (e.g., spoofing);
- Forcing a person to take an action against that person’s will by threatening to show, post, or share information, video, audio, or an image that depicts the person’s nudity or sexual activity;
- Knowingly soliciting a minor for sexual activity;
- Engaging in sex trafficking;
- Knowingly creating, possessing, or disseminating child sexual abuse images or recordings;
- Creating or disseminating synthetic media, including images, videos, or audio representations of individuals doing or saying sexually related things that never happened, or placing identifiable real people in fictitious pornographic or nude situations without their consent (i.e., Deepfakes, AI, etc.);
- Creating or disseminating images or videos of child sexual exploitation or abuse; and
- Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person’s ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity.

**3. Sexual Harassment:** Any unwelcome conduct of a sexual nature, whether verbal, graphic (e.g., pictures and videos), physical, or otherwise that does not fall within the definition of Title IX Sex-Based Misconduct as outlined above, when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of a person’s employment, education (or educational success), living environment, or participation in any University Program or Activity;





- Submission to or rejection of such conduct by an individual issued as a basis for or a factor in decisions affecting the individual’s employment, education, living environment, or participation in a University Program or Activity; or
  - Such conduct creates a hostile environment. Behavior that creates a hostile environment when it is sufficiently severe, persistent, or pervasive that it interferes with a Reasonable Person’s participation in a University Program or Activity. To create a hostile environment, the behavior must be deemed severe, persistent, or pervasive from both a subjective and an objective perspective. In evaluating whether a hostile environment exists, the University will consider the totality of known circumstances, including the nature, frequency, intensity, location, context, and duration of the behavior. Although a hostile environment is generally created through a series of incidents, for the purposes of this Policy, a single severe incident can be sufficient to constitute a hostile environment. It is important to note that not all unwelcome conduct or speech of a sexual nature creates a hostile environment.
- 4. Gender-Based Harassment:** harassment based on actual or perceived sex, sexual orientation, gender, gender identity, gender expression, or pregnancy that does not fall within the definition of Title IX Sex-Based Misconduct. Such harassment may include acts of aggression, intimidation, or hostility, whether verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature, when the behavior:
- Adversely affects a term or condition of an individual’s employment, education, living environment, or participation in a University Program or Activity;
  - Is used as the basis for or a factor in decisions affecting that individual’s employment, education, living environment, or participation in a University Program or Activity; or
  - Creates a hostile environment. Behavior creates a hostile environment when it is sufficiently severe, persistent, or pervasive that it interferes with a Reasonable Person’s participation in a University Program or Activity. To create a hostile environment, behavior must be deemed severe, persistent, or pervasive from both a subjective and objective standard. In evaluating whether a hostile environment exists, the University will consider the totality of known circumstances, including the nature, frequency, intensity, location, context, and duration of the behavior. Although a hostile environment is generally created through a series of incidents, for purposes of this Policy, a single severe incident, can be sufficient to constitute a hostile environment. It is important to note that not all gender-based behavior or speech creates a hostile environment.



- 5. **Sex-or Gender-Based Stalking:** When an individual intentionally engages in a course of conduct that does not fall within the definition of Title IX Sex-Based Misconduct, and which is directed at a specific person under the circumstances that would cause a Reasonable Person to:
  - Fear for their own safety or the safety of others; or
  - Suffer substantial emotional distress.

- 6. **Intimate Partner Violence:** Includes Dating Violence and Domestic Violence as defined below that does not fall within the definition of Title IX Sex-Based Misconduct, above.

- a. **Dating Violence:** means violence committed by a person:
  - Who is or has been in a social relationship of a romantic, sexual, or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.

Dating Violence includes, but it is not limited to, sexual or physical abuse or the threat of such abuse.

- b. **Domestic Violence:** means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Washington state, 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 Washington state.

The definition of Other Sexual and Gender-Based Misconduct does not include allegations of the types of behavior described in this subsection that relate to employees only (e.g., an employee alleges that another employee sexually assaulted or sexually harassed them). Such complaints are resolved through the University [Human Resources Sexual Harassment Policy](#).

**7. Sex-Based Discrimination**

Sex-Based Discrimination is different treatment with respect to an individual’s employment or participation in an education Program or Activity based, in whole or in part, upon the individual’s actual or perceived sex, gender, gender identity, sex stereotypes, sexual orientation, and/or pregnancy or related conditions that does not fall within the definition of Title IX Sex-Based



Misconduct, above. Sex-Based Discrimination also includes allegations of a failure to provide reasonable adjustments for pregnancy or pregnancy-related conditions. Sex-Based Discrimination can take two primary forms:

- a. **Disparate Treatment Discrimination:** Any intentional differential treatment of a person or persons that is based on an individual’s actual or perceived sex, gender, gender identity, sex stereotypes, sexual orientation and/or pregnancy or related conditions and that:
  - Excludes an individual from participation in;
  - Denies the individual benefits of; or
  - Otherwise adversely affects a term or condition of an individual’s participation in a Seattle University program or activity.
- b. **Disparate Impact Discrimination:** Disparate impact occurs when policies or practices that appear to be neutral unintentionally result in a disproportionate impact on a protected group or person that:
  - Excludes an individual from participation in;
  - Denies the individual benefits of; or
  - Otherwise adversely affects a term or condition of an individual’s participation in a Seattle University program or activity
- c. **Sex-based Discriminatory Harassment:** Unwelcome conduct on the basis of sex, gender, gender identity, sex stereotypes, sexual orientation and/or pregnancy or related conditions that:
  - based on the totality of the circumstances,
  - is subjectively and objectively offensive, and
  - is so severe or pervasive,
  - that it limits or denies a person’s ability to participate in or benefit from Seattle University’s education program or activity.

**8. Other Prohibited Conduct (i.e., Retaliation and Violation of Supportive Measures)**

- a. **Retaliation:** Any adverse action against any person—including intimidation, threats, coercion, or discrimination—by a Seattle University student, employee, or other person authorized by Seattle University to provide aid, benefit, or service under Seattle University’s education program or activity, that is done:
  - for the purpose of interfering with any right or privilege secured by law or Policy; or
  - because the person against whom the action is taken has engaged in protected activity, including:



- reporting information;
- making a Complaint;
- testifying, assisting, or participating in or refusing to participate in any manner;
- in an investigation or resolution process under the Resolution Process, including an informal resolution process, or in any other appropriate steps taken by Seattle University to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

The exercise of academic freedom does not constitute retaliation. It is also not retaliation for Seattle University to pursue Policy violations against those who make materially false statements in bad faith in the course of a resolution under this Policy. However, the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

**b. Violation of Supportive Measures**

Supportive Measures are discussed in more detail in Section V.F. Failure to comply with Supportive Measures as required is a separate violation of this Policy.

**c. Unauthorized Disclosure<sup>4</sup>**

Distributing or otherwise disclosing or publicizing materials created during an investigation or resolution process, except as required by law or as expressly permitted by Seattle University; **or** publicly disclosing a person’s personally identifiable information without authorization or consent.

**d. Failure to Comply/Process Interference:**

The following also constitute violations of this Policy:

- Intentional failure to comply with the reasonable directives of the Title IX Coordinator in the performance of their official duties, including with the terms of a no contact order.
- Intentional failure to comply with emergency removal or interim suspension terms.
- Intentional failure to comply with sanctions.
- Intentional failure to adhere to the terms of an agreement achieved through informal resolution.
- Intentional failure to comply with mandated reporting duties as defined in this Policy.
- Intentional interference with the Title IX resolution process, including but not limited to:

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<sup>4</sup> Nothing in this section restricts the ability of the Parties to: obtain and present evidence, including by speaking to witnesses (as long as it does not constitute retaliation under this Policy), consult with their family members, confidential resources, or Advisors; or otherwise prepare for or participate in the Resolution Process.



- Destruction of or concealing of evidence
- Actual or attempted solicitation of knowingly false testimony or providing false testimony or evidence.
- Intimidating or bribing a witness or party.

**B. Other Definitions:**

**Admission:** selection for part-time, full-time, special, associate, transfer, exchange, or any other enrollment, membership, or matriculation in or at an education program or activity operated by Seattle University.

**Advisor:** means a person chosen by a party or appointed by the university to accompany the Party to meetings related to the Resolution Process and/or to advise the party on that process, and (under Process A) to conduct questioning for the party at the hearing, if any.

**Applicant:** means one who submits an application, request, or plan required to be approved by Seattle University as a condition of becoming a student or employee.

**Co-Curricular Activities:** activities, programs, and learning experiences that complement students’ academic programs and are sponsored by the University. Co-curricular activities include, but are not limited to registered student organizations and clubs, athletics (Division I and club), honor societies and academic cohorts, and school publications.

**Coercion:** means unreasonable pressure to engage in an act, omission, or activity. Coercive conduct, if sufficiently severe, can render a person’s consent ineffective, because it is not voluntary. When someone makes clear that they do not want to engage in an activity, including sexual activity, that they want to stop, or that they do not want to go past a certain point, continued pressure beyond that point can be coercive. Coercion is evaluated based on frequency, intensity, isolation, and duration of the pressure involved.

**Complainant:**

- A student or employee of Seattle University who is alleged to have been subjected to conduct that could constitute sex discrimination under this Policy; or
- A person other than a student or employee of Seattle University who is alleged to have been subjected to conduct that could constitute sex discrimination under this Policy at a time when that individual was participating or attempting to participate in Seattle University’s education program or activity.

**Confidential employee:**

- An employee of Seattle University whose communications are privileged or confidential under Federal or State law. The employee’s confidential status is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies;
- An employee of Seattle University who has been designated as confidential for the purpose of providing services to persons related to sex discrimination. If the employee also has a duty not associated with providing those services, the employee’s confidential



status is only with respect to information received about sex discrimination in connection with providing those services; or

- An employee of Seattle University who is conducting an Institutional Review Board-approved human-subjects research study designed to gather information about sex discrimination—but the employee’s confidential status is only with respect to information with respect to information received while conducting the study.

**Consent:** means knowing, voluntary, and clear permission, through word or action, to engage in mutually agreed upon sexual activity or contact. Consent is not demonstrated by silence or the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent. Consent must be ongoing, and it may be withdrawn at any time when the withdrawal is reasonably and clearly communicated. If consent is withdrawn, sexual activity should cease within a reasonably immediate time. Consent to one form of sexual activity or contact does not imply consent to others, nor does past consent imply present or future consent. Consent to engage in sexual activity or contact with one person does not imply consent to engage in sexual activity or contact with another person or the same person in the future. Moreover, a current or previous intimate relationship is not sufficient to constitute consent.

Individuals may perceive and 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. Consent is evaluated from the perspective of what a reasonable person would conclude are mutually understandable words or actions. Reasonable reciprocation can establish consent. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to be kissed back.

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

Additionally, going beyond the boundaries of consent is prohibited. Therefore, consent to some sexual contact (such as kissing or fondling) cannot be assumed to be consent for other sexual activity (such as intercourse). Moreover, unless a sexual partner has expressly consented to physical roughness, such as slapping, hitting, hair-pulling, strangulation, or other physical roughness during otherwise consensual sex, those acts may constitute dating violence or sexual assault, and if an individual expresses conditions on their willingness to consent (*e.g.*, use of a condom) or limitations on the scope of their consent, those conditions and limitations must be respected. A failure to honor such limitations or expectations can constitute sexual assault.<sup>5</sup>

Consent cannot result from the use of coercion, intimidation, force, or threats. Additionally, consent cannot be obtained from an individual who is incapable of giving consent because the person:

- Is under the legal age to give consent (16 years of age in Washington); or

<sup>5</sup> Consent in relationships must also be considered in context. When Parties consent to BDSM (bondage, discipline, sadism, masochism) or other forms of kink, non-consent may be shown by use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual.



- Has a mental, intellectual, or physical disability that renders them incapable of giving consent; or
- Is otherwise incapacitated (as defined below), including through the consumption of alcohol or other drugs.

Proof of consent or non-consent is not a burden placed on a party. Instead, the burden remains on Seattle University 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 misconduct occurred and any similar and previous patterns that may be evidenced.

**Counter-Complaint:** means a Complaint made in response to an initial Complaint a Respondent to the initial Complaint.

**Course of Conduct:** two or more intentional acts, including but not limited to, acts in which a person directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, surveils, threatens, contacts, or attempts to contact another person, or interferes with another person’s property.

**Day:** means a business day when Seattle University is normal operation.

**Decision-maker:** refers to those who have decision-making and/or sanctioning authority within Seattle University’s Resolution Process for alleged violations of this Policy.

**Directly Related Evidence:** is evidence connected to the complaint, but which is neither inculpatory (tending to prove a violation) nor exculpatory (tending to disprove a violation) and cannot be relied upon by the Decision-Maker. Compare to Relevant Evidence, below.

**Education Program or Activity:** means locations, events, or circumstances where Seattle University exercises substantial control over both the Respondent and the context in which the harassment, discrimination, and/or retaliation occurs and also includes an building owned or controlled by a student organization that is officially recognized by Seattle University.

**Employee:** means a person employed by Seattle University either full- or part-time, including faculty members, and including student employees when acting within the scope of their employment.

**Final Determination:** means a conclusion by the standard of proof that the alleged conduct did or did not violate policy.

**Finding:** means a conclusion by the standard of proof that the alleged conduct did or did not occur as alleged (as in a “finding of fact”).

**Force:** is the use of physical violence and/or physical imposition to gain sexual access. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Force is conduct that, if sufficiently severe, can negate consent. 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,” which elicits the response, “Okay, don’t hit me. I’ll do what you want.”).





**Formal Complaint:** means a document submitted or signed by a Complainant or signed by the Title IX Coordinator alleging a Respondent engaged in sexual harassment or retaliation for engaging in a protected activity and requesting that Seattle University investigate the allegation(s).

**Formal Grievance Process:** means “Process A,” a method of formal resolution designated by Seattle University to address conduct that falls within the policies included, and which complies with the requirements of the Title IX regulations (34 C.F.R. § 106.45) and the Violence Against Women Act § 304.

**Gender Identity or Gender Expression:** includes intersex, nonbinary, transgender, agender, two-spirit, and gender-diverse people.

**Harm/Endangerment:**

- threatening or causing physical harm; or
- extreme verbal, emotional, or psychological abuse; or
- other conduct which threatens or endangers the health or safety of any person or damages their property.

**Incapacitation (or incapacity or incapacitated):** A state in which a person is incapable of giving consent. An incapacitated person cannot make rational, reasonable decisions because they lack the capacity to give knowing or informed consent (*e.g.*, to understand the “who, what, when, where, why, and how” of an interaction). A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including because of alcohol or other drug consumption.

This definition also includes situations in which a person is suffering from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

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

If the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated, the Respondent is not in violation of this Policy. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment

**Intimidation:** Implied threats or acts that cause the listener reasonable fear of harm.

**Investigator:** means the person authorized by Seattle University to gather facts about an alleged violation of this Policy, assess relevance and credibility, synthesize the evidence, and compile this information into an investigation report.

**Knowledge:** means when Seattle University receives notice of conduct that reasonably may constitute sexual harassment, discrimination, or retaliation in its education program or activity.

**Notice:** means when an employee, student, or third party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of discriminatory, harassing, and/or





retaliatory conduct.

**Official with Authority (OWA):** means a Seattle University employee who has responsibility to implement corrective measures for sexual harassment and/or retaliation on behalf of Seattle University.

**Party:** means a Complainant or Respondent.

**Peer Retaliation:** means Retaliation by a student against another student.

**Pregnancy or related conditions:**

- Pregnancy, childbirth, termination of pregnancy, or lactation;
- Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
- Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

**Privacy:** means that information related to a complaint will be shared with a limited number of Seattle University employees who “need to know” in order to assist in providing supportive measures or evaluating, investigating, or resolving a Complaint, as determined in Seattle University’s sole discretion.

**Process A:** means the Formal Grievance Process outlined in Appendix A.

**Process B:** means the administrative resolution process detailed in Appendix A that only applies when Process A does not, as determined by the Title IX Coordinator.

**Reasonable Person:** A reasonable person under similar circumstances and with similar identities to the Complainant.

**Recognized Student Club:** means a group of students with a designated purpose that has fulfilled all the requirements necessary for recognition status as set forth by the Center for Student Involvement for the set academic year.

**Recognized Student Organization:** means a group of students with a designated purpose that is institutionally supported like an arm of an office (i.e. student government).

**Relevant:** related to the allegations of sex discrimination under investigation as part of the grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision maker in determining whether the alleged sex discrimination occurred.

**Relevant Evidence:** is evidence that tends to prove (inculpatory) or disprove (exculpatory) an issue in the complaint.

**Remedies:** measures provided, as appropriate, to a complainant or any other person Seattle University identifies as having had their equal access to Seattle University’s education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person’s access to Seattle University’s education program or activity after Seattle University determines that sex discrimination occurred.

**Respondent:** a person who is alleged to have violated Seattle University’s prohibition on sex discrimination.



**Sanction:** a consequence imposed on a Respondent who is found to have violated this Policy.

**Sex:** includes sex assigned at birth, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

**Sexual Contact:** (1) intentional sexual touching of another person’s breasts, buttocks, or genitals, whether clothed or unclothed, or over or under clothing (including intentional touching with ejaculate); (2) intentional sexual touching with one’s breast, buttocks, or genitals (including touching with ejaculate); (3) making a person touch another person or themselves with or on any of the foregoing body parts; and/or (4) vaginal or anal penetration or contact by any body part or an object.

**Sex- or Gender-Based:** Sexual or romantic in nature and either (1) committed by a current or former partner of an intimate, romantic, or sexual nature; or (2) related to the Complainant’s actual or perceived sex, sexual orientation, gender identity, or gender expression (including the Complainant’s exhibiting or failing to conform to traditional notions of femininity and masculinity).

**Student:** means a person who has gained admission to Seattle University, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing educational relationship with Seattle University.

**Supportive Measures:** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- Restore or preserve that party’s access to Seattle University’s education program or activity, including measures that are designed to protect the safety of the parties or Seattle University’s educational environment; or
- Provide support during the grievance procedures, or during the informal resolution process.

**Title IX Coordinator:** is the official designated by Seattle University to ensure compliance with Title IX and Seattle University’s Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.

**Title IX Partners:** The Title IX Coordinator and any Investigators, Decision-makers, University-Provided Advisors, Informal Resolution Facilitators, or other individuals trained to serve in a role that aids in the Resolution Process.

**University Program or Activity (“Program or Activity”):** (1) any location, event, or circumstance where the University exercises substantial control over both the Respondent and the context in which the conduct occurs; (2) any building owned or controlled by a Student Organization recognized by the University; and (3) a University campus. Conduct that occurs off campus in locations or at events with no connection to the University is unlikely to occur in a Program or Activity of the University.



**V. POLICY REQUIREMENTS**

**A. Prohibited Conduct**

Students, employees (including faculty, staff, and Jesuits-in-residence or Jesuit volunteers), and administrators are entitled to an employment and educational environment that is free of discrimination, harassment, and retaliation. Therefore, engaging in any of the prohibited conduct described in Section IV(A) is a violation of this Policy. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane but controversial or sensitive subject matters protected by academic freedom.

The sections above describe the specific forms of legally prohibited discrimination, harassment, and retaliation that are also prohibited under Seattle University Policy. When speech or conduct is protected by academic freedom, it will not be considered a violation of Policy, though Supportive Measures will be offered to those impacted.

Seattle University reserves the right to address offensive conduct and/or harassment that (1) does not rise to the level of creating a hostile environment, or (2) that is of a generic nature and not based on a protected characteristic. Addressing such conduct may not result in the imposition of discipline under Seattle University Policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternative Resolution, and/or other Informal Resolution mechanisms.

For assistance with Alternative Resolution and other Informal Resolution techniques and approaches, contact the Title IX Coordinator.

**B. Seattle University Administrative Contact Information**

Seattle University has appointed Dr. Elizabeth Trayner as the Title IX Coordinator to coordinate Seattle University’s compliance with federal, state, and local civil rights laws and ordinances.

Elizabeth Trayner, Ed.D.  
Assistant Vice President for Institutional Equity/Title IX Coordinator/504 Coordinator  
Office of Institutional Equity  
Loyola 300  
901 12<sup>th</sup> Street  
Seattle, Washington 98122  
206-220-8515  
[oi@seattleu.edu](mailto:oi@seattleu.edu)  
[www.seattleu.edu/equity](http://www.seattleu.edu/equity)

Seattle University has determined that the following administrators are Officials with Authority (OWAs) to address and correct harassment, discrimination and/or retaliation. In addition to the Title IX Coordinator listed above, these OWAs may also accept notice or complaints on behalf of Seattle University.

- All Members of the [President’s Round Table](#)
- Vice Provost for Student and Campus Life



- Associate Provost and Dean of Students
- Assistant Dean of Students & Director of Integrity Formation

**C. External Contact Information**

Concerns about Seattle University’s application of this Policy and compliance with certain federal civil rights laws may also be addressed to:

Office for Civil Rights (OCR)  
 U.S. Department of Education  
 400 Maryland Avenue, SW  
 Washington, D.C. 20202-1100  
 Customer Service Hotline #: 800-421-3481  
 Facsimile: 202-453-6012  
 TDD#: 877-521-2172  
 Email: [OCR@ed.gov](mailto:OCR@ed.gov)  
 Web: <http://www.ed.gov/ocr>

OR

Office for Civil Rights (OCR)  
 Central Building  
 810 3<sup>rd</sup> Ave., Ste. 750  
 Seattle, WA 98104-1627  
 or: <https://seattle.gov/civilrights/file-complaint>

For Complaints involving employee-on-employee conduct: [Equal Employment Opportunity Commission](#) (EEOC).

**D. Mandated Reporting and Confidential Employees**

**1. Mandated Reporters**

All Seattle University faculty and staff (including student employees), other than those deemed Confidential Employees, are Mandated Reporters and are required to promptly report all known violations of this Policy, although there are some limited exceptions. Supportive measures may be offered as the result of such disclosures without formal Seattle University action.

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

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



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.

Failure of a Mandated Reporter, as described in this section, to report an incident of which they become aware is a violation of Seattle University Policy and can be subject to disciplinary action for failure to comply/failure to report. This also includes situations when a person engaging in potentially harassing behavior is themselves a Mandated Reporter. Such individuals are obligated to report their own misconduct, and failure to do so is a chargeable offense under this Policy.

**2. Confidential Employees**

To enable Complainants to access support and resources without filing a Complaint and initiating the complaint resolution process, Seattle University has designated specific employees as Confidential Employees. Those designated by Seattle University as Confidential Employees are not required to report actual or suspected discrimination, harassment, or retaliation in a way that identifies the Parties. They will, however, provide the Complainant with the Title IX Coordinator’s contact information and offer options and resources without any obligation to inform an outside agency or Seattle University official unless a Complainant has requested that the information be shared.

Confidential Employees are: 1) Those with confidentiality bestowed by law or professional ethics, such as lawyers, medical professionals, clergy, and counselors; 2) Those whom Seattle University has specifically designated as confidential for purposes of providing support and resources to the Complainant; and 3) Those conducting human subjects research as part of a study approved by Seattle University’s Institutional Review Board. For confidentiality to apply, the individual must be in a confidential relationship with the person reporting at the time of receiving Notice.

At Seattle University, if a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with the following Confidential Employees:

- Counseling and Psychological Services (CAPS)
- Student Health Center
- Campus Ministers working within the scope of their ministerial role
- Clients at Seattle University Law School Clinics
- Seattle University Ombudsperson

The employees falling within one of the categories of confidential employees, above, will maintain confidentiality except in extreme cases of immediacy or threat or danger or abuse of a minor, elder, or individual with a disability, or when required to disclose by law or court order.

Confidential employees who receive Notice 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, patient, visitor, or parishioner.



**3. Unaffiliated Third Parties**

In addition, Complainants may speak with individuals unaffiliated with Seattle University without concern that this Policy will require them to disclose information to the institution without permission. Such individuals may include:

- External, licensed professional counselors and other medical providers
- Local rape crisis counselors
- Domestic violence resources
- Local or state assistance agencies
- External clergy members/chaplains
- Non-University Attorneys
- Service providers providing services through the University’s [Employee Assistance Program](#)
- Service providers providing services through [TimelyCare and TimelyMD](#)
- External Sports Medicine Doctors or Sports Medicine Psychologists.

**E. Reports and Complaints of Violations of this Policy**

**1. Reports and Complaints**

A Report provides Notice to Seattle University of an allegation or concern about violations of this Policy and provides an opportunity for the Title IX Coordinator to provide information, resources, and supportive measures. A Complaint provides Notice to Seattle University that the Complainant would like to initiate an investigation or other appropriate resolution procedures pursuant to the Resolution Process attached at Appendix A.

Reporting carries no obligation to initiate a Complaint, and in most situations, Seattle University is able to respect a Complainant’s request to not initiate a resolution process. However, there may be circumstances in which Seattle University needs to initiate a resolution process even where the Complainant does not wish to do so. Such circumstances include a pattern of behavior, allegations of severe misconduct, or a compelling threat to the health and/or safety of the University or University community members. If a Complainant does not wish to file a Complaint, Seattle University will maintain the privacy of information to the extent possible. The Complainant should not fear a loss of confidentiality by giving Notice, because doing so allows Seattle University to discuss and/or provide supportive measures, in most circumstances. A Complainant or other individual may initially make a Report and may decide at a later time to file a Complaint.

**2. How to Make a Report or Complaint**

Reports or Complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:



- a. Making a report or giving verbal Notice directly to, the Title IX Coordinator. A report may be made at any time (including during non-business hours) by using the telephone number, email address, or mail to the office of the Title IX Coordinator provided in subsection B, above. A Formal Complaint may be filed in writing with the Title IX Coordinator. Filing a report does not require the initiation of a Formal Complaint. As discussed above, filing a Complaint will initiate the Resolution Process described in Appendix A.
- b. Submitting an online Report at: [https://cm.maxient.com/reportingform.php?SeattleUniv&layout\\_id=0/](https://cm.maxient.com/reportingform.php?SeattleUniv&layout_id=0/). You may submit anonymous Report, but doing so may give rise to a need to try to determine the Parties' identities. Although measures intended to protect the community or redress or mitigate harm may be enacted, anonymous Report typically limits the University's ability to investigate, respond, and provide remedies, depending on what information is shared. It also may not be possible to provide supportive measures to Complainants who are the subject of anonymous Reports. Reporting carries no obligation to initiate a Complaint, and in most situations, Seattle University is able to respect a Complainant's request to not initiate a resolution process. However, there may be circumstances, such as pattern behavior, allegations of severe misconduct, or a compelling threat to health and/or safety, where Seattle University may need to initiate a resolution process. If a Complainant does not wish to file a Complaint, Seattle University will maintain the privacy of information to the extent possible. The Complainant should not fear a loss of confidentiality by giving Notice that allows Seattle University to discuss and/or provide supportive measures, in most circumstances.
- c. Making an anonymous report, contact EthicsPoint: EthicsPoint – a secure reporting tool, with the option to file anonymously 1-888-393-6824 or <https://secure.ethicspoint.com/domain/media/en/gui/23241/index.html>.
- d. For incidents involving students, you may also contact the Office of the Dean of Students: <https://www.seattleu.edu/deanofstudents/> 206-296-6060 | [deanofstudents@seattleu.edu](mailto:deanofstudents@seattleu.edu) | STCN 140.
- e. For incidents involving a faculty or staff member, you may also contact Human Resources: <https://www.seattleu.edu/hr/> 206-296-5870 | [hr@seattleu.edu](mailto:hr@seattleu.edu) | CLMB 103.
- f. For emergency and after-hours assistance, contact: <https://www.seattleu.edu/safety/> 206-296-5911 (emergency) or 206-296-5990 (non-emergency).

As used in this Policy, the term “Formal Complaint” means a document or electronic submission (such as by email or through an online portal provided by Seattle University for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint, and requests that Seattle University 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.

### **3. 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 Seattle University’s jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or 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 Title IX Coordinator’s discretion; they may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

**F. Supportive Measures**

Seattle University, through the Title IX Coordinator, will promptly offer and implement appropriate and reasonable supportive measures to the Parties upon Notice of alleged discrimination, harassment, and/or retaliation. Supportive measures are offered, without fee or charge to the Parties, to restore or preserve access to Seattle University’s education program or activity, and include measures designed to protect the safety of all Parties and/or Seattle University’s educational environment and/or to deter discrimination, harassment, and/or retaliation.

At the time that supportive measures are offered, if a Complaint has not been filed, Seattle University will inform the Complainant, in writing, that they may file a Complaint with Seattle University either at that time or in the future. The Title IX Coordinator will work with a party to ensure that their wishes are considered with respect to any planned and implemented supportive measures.

Seattle University will maintain the privacy of the supportive measures, unless (1) doing so impairs Seattle University’s ability to provide the supportive measures; (2) it is necessary to disclose the supportive measures to preserve or restore a party’s access to the education program or activity; or (3) upon receipt of consent to disclosure from the party receiving the supportive measures.

Seattle University will act to ensure as minimal an academic/occupational impact on the Parties as possible. Seattle University will implement measures in a way that does not unreasonably burden any party.

Supportive measures 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 referral
- Referral for 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 assistance
- Implementing contact limitations (no contact orders) between the Parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass or Be-On-the-Lookout (BOLO) orders
- 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 or other restrictions may be referred to appropriate student or employee conduct processes for enforcement or added as collateral misconduct allegations to an ongoing Complaint under this Policy.

The Parties may seek modification or reversal of Seattle University’s decision to provide, deny, modify, or terminate supportive measures applicable to them. A request for such a modification should be made in writing to the Title IX Coordinator. An impartial employee other than the employee who implemented the supportive measures, who has authority to modify or reverse the decision, will determine whether to provide, deny, modify, or terminate the supportive measures if they are inconsistent with the definition of supportive measures. Seattle University will also provide the Parties with the opportunity to seek additional modification or termination of supportive measures applicable to them if circumstances change materially. Seattle University typically renders decisions on supportive measures within seven (7) business days of receiving a request and provides a written determination to the impacted party(ies) and the Title X Coordinator.

**G. *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 determination of a Policy violation.

Additionally, witnesses and Parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official conducting an investigation or resolution process under this Policy may be subject to discipline under appropriate Seattle University policies.

**H. *Confidentiality and Privacy***

Seattle University makes every effort to preserve the Parties’ privacy. Thus, Seattle University will not share the identity of any individual who has made a Complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of discrimination, harassment, or retaliation; any Respondent; or any witness, except as permitted by, or to fulfill the purposes, of applicable laws and regulations (e.g., Title IX), Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under these policies and procedures.



***I. Unauthorized Disclosure of Information***

Parties and Advisors are prohibited from unauthorized disclosure of information obtained by Seattle University through the Resolution Process, to the extent that information is the work product of Seattle University (meaning it has been produced, compiled, or written by Seattle University for purposes of its investigation and resolution of a Complaint). It is also a violation of Seattle University Policy to publicly disclose work product or a party’s personally identifiable information without authorization or consent. Violation of this Policy is subject to significant sanctions.

***J. Emergency Removal, Interim Actions, and Leave***

Seattle University can act to remove a student Respondent accused of sex-based discrimination or harassment from its education program or activities, partially or entirely, 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 and may be done in conjunction with the Threat Assessment Team using its standard objective violence risk assessment procedures. Employees are subject to existing policies and procedures for interim actions and leaves.

***K. Federal Timely Warning Obligations***

Seattle University will follow its standard legal obligations and policies for warning community members when there is an incident that poses a serious or continuing threat of bodily harm or danger to the members of the community.

***L. Redhawks Care (Amnesty)***

**1. Students**

At Seattle University, the health, safety, and welfare of our students and community are paramount concerns. All students are expected to inform appropriate officials in the event of any health or safety risk or emergency—including those involving alcohol or drug use—even if violations of the Code of Student Conduct may have occurred in connection with such a risk or emergency. Because the University understands that concern about possible disciplinary action may deter requests for emergency assistance, the University has adopted the [Redhawks Care Policy](#) to alleviate such concerns and promote responsible action on the part of students.

Therefore, in a situation involving threat or danger to the health or safety of any individual(s), students are expected to:

1. Contact the Department of Public Safety (“DPS”) by calling 5-911 and/or 911 to report the incident on-campus and 911 off-campus;
2. Remain with the individual(s) needing emergency treatment and cooperate with emergency officials, and;
3. Meet with appropriate University officials after the incident and cooperate with Integrity Formation/Office of Institutional Equity procedures following the incident.

To encourage reporting and participation in the process, the University may offer amnesty from



minor policy violations, such as underage alcohol consumption or the use of illicit drugs, related to the incident. Granting amnesty is a discretionary decision made by the Office of the Dean of Students, and amnesty does not apply to more serious allegations, such as physical abuse of another or illicit drug distribution. The Office of the Dean of Students will consider the positive impact of taking responsible action in an emergency situation by the reporting student and/or the impact of the emergency on the impacted student when determining the appropriate response for alleged violations of the Code. This response can include not initiating an integrity formation process for a student. The policy does not preclude or prevent actions by police or other legal authorities.

A student’s failure to take responsible action in a risk or emergency situation, however, may void all protections under this provision, may constitute an aggravating factor for purposes of sanctioning, and may lead to further disciplinary actions when such failure to act otherwise constitutes a violation of University rules, regulations or policies.

**2. Employees**

Sometimes, employees are hesitant to report discrimination, harassment, or retaliation they have experienced for fear of getting in trouble themselves. Seattle University 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.

***M. Independence and Conflicts of Interest***

The Title IX Coordinator manages this Policy and related Processes and acts with independence and authority, free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this Policy and Processes. Title IX Partners are vetted and trained to ensure they are not biased for or against any party in a specific Complaint, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias, conflict of interest, misconduct, or discrimination by the Title IX Coordinator, contact the Vice President for Diversity and Inclusion at:

Natasha Martin, J.D.  
Vice President for Diversity and Inclusion  
[nmartin@seattleu.edu](mailto:nmartin@seattleu.edu)  
(206) 296-6263

Concerns of bias, misconduct, discrimination, or a potential conflict of interest by any other Title IX Partner should be raised with the Title IX Coordinator.

**VI. VIOLATIONS**

Violations of this Policy are resolved through the Resolution Process attached as Appendix A.

***A. Standard of Proof***

As explained in the Resolution Process (Appendix A), Seattle University uses the preponderance of the evidence standard of proof when determining whether a Policy violation occurred. This means that Seattle University will decide whether it is more likely than not, based upon the



available information at the time of the decision, that the Respondent is in violation of the alleged Policy violation(s). Respondents are presumed not responsible for alleged sex discrimination until a determination is made at the conclusion of the Resolution Process.

**B. Sanction Range**

Sanctions for violations of this Policy range from warning through dismissal/termination. There may also be appropriate educational sanctions assigned in for any of the above violations.

**VII. RELATED INFORMATION**

Item	Description
<b>University Links</b>	<a href="#">Student Code of Conduct</a> <a href="#">Human Resources Policies</a> <a href="#">Non-Discrimination Policy</a> Policy Prohibiting Discrimination Based on Parental, Family or Marital Status, or Pregnancy or Related Conditions FAQs
<b>Forms</b>	<a href="#">Ethics Point Report</a> <a href="#">Reporting Form</a>
<b>Related Links</b>	<a href="#">Office of Institutional Equity</a> <a href="#">Resources – Get Help</a> VAWA Brochure
<b>Procedures</b>	Appendix A : <i>Resolution Process</i>