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\* Rescinded and replaced by [System Policies 562.06 and 562.07](#) on February 6, 2018.

## 316 Teaching by College Presidents

*Date Approved: 12/15/2015*

*Date Effective: 1/1/2016*

*Date of last Amendment: N/A*

*Approved by:*

### 316.1 Policy Statement

1. Recognizing the expertise and value that College Presidents can bring to classroom instruction and the benefits from Presidents having direct contact with students, this policy describes the guidelines for a College President who teaches at his/her home institution or at another institution within the Community College System of New Hampshire.

### 316.2 Guidelines

1. When a College President periodically assumes a part-time teaching appointment at his/her home institution or at another institution within CCSNH:
  - a. The appointment shall be made through a recommendation by the Vice President of Academic Affairs at which the course is being taught with final approval/appointment by the Chancellor.
  - b. If the appointment is made outside of the President's home institution, it is his/her responsibility to notify the President of the College at which the course is being taught.
  - c. The Vice President of Academic Affairs from the College the course is being taught, in consultation with the Chancellor, will evaluate teaching.
2. Teaching by a College President is limited to up to four (4) credits per semester. This means a maximum of four (4) credits in the fall semester, four (4) credits in the spring semester, and for purposes of this policy, four (4) credits throughout all summer sessions.
  - a. All credit hours will be combined as a single count for appointments at multiple CCSNH institutions.
3. An exception to the teaching credit hour limitation set forth in 316.2 above may only be granted by the Chancellor in exigent circumstances, and never beyond eight credits in a semester.

## 317 Teaching by Full-Time Non-Covered Employees (Other Than College Presidents)

*Date Approved: 12/15/2015*

*Date Effective: 1/1/2016*

*Date of last Amendment: N/A*

*Approved by:*

### 317.1 Policy Statement

1. Recognizing the expertise and value that incumbents in certain specialized functional areas within CCSNH can bring to classroom instruction, this policy provides guidelines for a non-covered employee other than college presidents ("non-covered employee") who teaches at his/her home institution or at another institution within the Community College System of New Hampshire outside of the normal responsibilities of his/her full-time position.

### 317.2 Guidelines

1. When a non-covered employee assumes a part-time teaching appointment at his/her home institution or at another institution within CCSNH:
  - a. The appointment shall be made through a recommendation by the Vice President of Academic Affairs at the College the course is being taught with final approval/appointment by the President. If the Vice President of Academic Affairs is the instructor, the appropriate Department Chair shall make the recommendation with final approval/appointment by the President.
  - b. If the appointment is made outside of the non-covered employee's home institution, it is the responsibility of the non-covered employee to notify his/her President.
  - c. The Vice President of Academic Affairs or appropriate Department Chair, in consultation with the President, will evaluate teaching.
2. Teaching by a non-covered employee is limited to up to four (4) credits per semester. This means a maximum of four (4) credits in the fall semester, four (4) credits in the spring semester, and for purposes of this policy, four (4) credits throughout all summer sessions.
  - a. All credit hours will be combined as a single count for appointments at multiple CCSNH institutions.
3. An exception to the teaching credit hour limitation set forth in 317.2 above may only be granted by the Chancellor in exigent circumstances, and never beyond eight credits in a semester.

## 318. Adjunct Faculty Workloads

*Date Approved: 12/16/2014*

*Date Effective: 1/1/2015*

*Date of last Amendment: N/A*

*Approved by:*

### 318.1 Policy Statement

1. This policy describes the teaching/workload requirements for adjunct faculty including clinical adjuncts. All work hours will be combined as a single count for adjunct faculty who hold multiple part-time appointments and/or work at multiple CCSNH institutions.

### 318.2 Adjunct Faculty and Clinical Adjunct Workloads

1. The maximum allowable hours that an adjunct faculty including a clinical adjunct may work is twenty-five (25) hours per week within/across CCSNH. Such work hours will be calculated as follows:
  - a. Adjunct faculty, who hold only an adjunct faculty appointment, are allowed to teach up to a maximum of eleven (11) credit hours per semester across CCSNH.

1. One credit/clock hour shall be calculated to include one hour of class contact time and 1 ¼ hours (1.25 hours) for course preparation and grading each week of the semester. Accordingly, a four (4) credit course consists of four (4) hours of class contact time and five (5) hours of preparation time per week.
  - b. For clinical adjunct a clinical contact hour shall be calculated at straight time only for each hour worked.
  - c. A Directed Study course shall be calculated at one (1) hour for student contact and course preparation for each week of the designated time period of the directed study.
  - d. Adjunct faculty including clinical adjunct, who are hired to perform other work assignments, including but not limited to, professional tutoring, program coordination, advising or any other assignments may not exceed twenty-five (25) hours per week for all combined work within/across CCSNH. All work hours will be combined as a single count for adjunct faculty and clinical adjunct, who hold multiple part-time appointments and/or work at multiple CCSNH institutions.
2. It is the responsibility of adjunct faculty and clinical adjuncts to disclose all appointments and work hours within/across all CCSNH institutions prior to accepting additional work assignments.
3. It is the responsibility of the Vice-Presidents of Academic Affairs engaging the adjunct's services to ensure that the adjunct is not exceeding the established workload limits through teaching assignments or other duties across CCSNH.
4. An exception to the credit/clock hour limit set forth in 318.2.1(a) above may be granted by the institutional Vice-President(s) of Academic Affairs, in consultation with the College President, when it is in the best interest of the College. Exception considerations will require a full review of the adjunct's appointment(s) and workload(s) within/across CCSNH for the designated semester. A teaching load exception may only be approved for one semester within a period of two academic years to include Fall, Spring, and Summer semesters/terms and may not exceed a total of fifteen (15) credits hours for the designated semester within/across CCSNH.

## 319 Part-time Staff Workloads

*Date Approved:*

*Date Effective:*

*Date of last Amendment:*

*Approved by:*

### 319.1 Policy Statement

1. This policy describes the work schedule requirements for part-time staff. All work hours will be combined as a single count for part-time staff who hold multiple part-time appointments and/or work at multiple CCSNH institutions.

### 319.2 Part-time Staff Appointments and Workloads

1. The maximum allowable hours that a part-time staff employee may work is twenty-five (25) hours per week within/across CCSNH. The work hour limit shall be inclusive of all compensated time including work hours, paid holidays, and other forms of paid absences.
2. It is the responsibility of the part-time employee to disclose all appointments and work hours within/across all CCSNH institutions prior to accepting additional work assignments. Part-time employees, who are hired to perform any other work assignments including, but not limited to, adjunct faculty, professional tutoring, program coordination, advising or any other assignments may not exceed twenty-five (25) hours per week for all combined work within/across CCSNH.
3. It is the responsibility of the employee's supervisor/manager to ensure that a part-time employee is not exceeding the twenty-five (25) work hour limit within/across CCSNH.
4. Due to peak work periods or extenuating circumstance an exception to the work hour limit set forth in 318.3.1 above may be approved at the discretion of the institutional Human Resources Officer, in consultation with the institutional authority and departmental supervisor/manager, when it is in the best interest of the College. Exception considerations will require a full review of the employee's work hours within/across CCSNH. A temporary increase in work hours may be granted on an intermittent or continuous basis of up to a full-time basic work week [37.5 or 40.0 hours per week as determined by the position classification] for up to a period of twelve weeks within a twelve (12) month period. An extension of the three-month work period may only be granted with the approval of the College President or CCSNH administrator, in consultation with CCSNH Human Resources.

### 321.05 Guiding Principles of Institutional Research in the Ethical Use of the Data Warehouse

*Date Approved:* 3/15/2011

*Date Effective:* 3/15/2011

*Date of last Amendment:*

*Approved by:* Richard A. Gustafson, Chancellor

The Community College System of New Hampshire (CCSNH) has established one data warehouse repository holding the academic and financial data of all seven colleges in the system. Colleges have been issued licenses for Cognos, a data extraction and reporting tool, to interface with the data warehouse. These licenses permit shared access to reports and data contained across all seven colleges in the system.

The Association for Institutional Research (AIR) in its Code of Ethics suggests that each institution develop a local code of ethics:

*'IV (b) **Development of Local Codes of Ethics.** The institutional researcher should develop and promulgate a code of ethics specific to the mission and tasks of the institutional research office and should strive to cooperate with fellow practitioners in the institution in developing an institution-wide code of ethics governing activities in common. The institutional researcher should take reasonable steps to ensure that*

*his/her employers are aware of ethical obligations as set forth in the AIR Code of Ethics and of the implications of those obligations for work practice.'*

As an overarching principle, these data and extraction tools will only be used by CCSNH employees with a legitimate educational interest. In addition to the Information Security Policy (562.06) and Information Technology Acceptable Use Policy (562.07), the following guiding principles shall govern the ethical use of the data warehouse and the Cognos data extraction and reporting tools:

- All efforts will seek to create a culture of evidence-based best practices through the establishment of common definitions, language, policies, and procedures related to the design of research projects and the collection and distribution of data.
- In accordance with FERPA, when creating reports for public dissemination, the end user will determine appropriate cell size so as to safeguard the confidentiality of any individually identifiable information.
- Access to other CCSNH colleges' data may be utilized for CCSNH aggregate comparison reporting, such as for establishing benchmarks for program assessment or when expressly requested by another institution, with the results shared with the institutional researcher of the college with the originating data.
- Any reporting template residing in a public folder may be shared access, with the responsibility for the accuracy and efficacy of the report on the end user, not the report creator.
- In the interest of professionalism and to improve the system for all CCSNH end users, effective and reliable reports, tools, perceived errors or anomalies in data or in data extraction methods and reports will be shared, and source data and methodologies will be documented.

Any violation of these guiding principles will be subject to the provisions of CCSNH Information Security Policy (562.06) and Information Technology Acceptable Use Policy (562.07) enforcement.

## 321.06 Shared File Space Guidelines

*Date Approved: 7/19/2011*

*Date of last Amendment:*

*Date Effective: 7/19/2011*

*Approved by: Richard A. Gustafson, Chancellor*

Shared file space is a convenient way for users to securely share files within a department, across departments, within a workgroup or across colleges. Shared file space eliminates the need to email or otherwise distribute files for others to view or edit.

When shared file space is established, it generally means a directory is created on a fileserver

within the CCSNH network where the files to be shared are stored. Authorized users can then access the network fileserver and the shared directory using the secure CCSNH network. This allows users to work with (view or edit) one copy of the same file which can reduce the confusion of multiple edited versions.

#### Purpose of Guidelines

1. Since shared file space has become a popular method for multiple users to work with electronic documents, guidelines need to be established to set standards for creation, tracking, maintenance and security of shared file space at the CCSNH.

#### Scope of these Guidelines

1. These guidelines apply to all CCSNH file sharing services hosted on Chancellor's Office central or on distributed College file servers. In addition, a best practice is to avoid putting files which contain Personally Identifiable Information (PII) in the shared file space. However, if there is a business need to do so, please be aware there are CCSNH policies (Information Security and Access Program) as well as State and Federal laws that will apply to the handling and storage of PII.
2. Sharing of CCSNH files through other methods such as creating shared file space on your computer for others to use or using hosted web sites to share CCSNH files is strongly discouraged as these services are not maintained or secured by Chancellor's Office IT staff or College IT staff. Accordingly, these methods are not part of the scope of these Guidelines.

#### Shared File Space Guidelines

##### 1. Ownership and Responsibilities

As noted above, shared file space consists of a network folder that can be used for storing files which are viewed or maintained by multiple authorized users.

Generally, sharing of folders is among users in a department but can be extended across departments or can include individuals within a CCSNH workgroup. The Chancellor's Office IT staff maintains file servers at the Chancellor's Office and there are also file servers maintained by College IT staff so for the purpose of these guidelines IT could mean either group. If you have any questions or concerns, the best place to start would be with your local IT staff. The guidelines are:

- Access and use of shared file space is governed by applicable CCSNH policies which include, but are not limited to the IT Acceptable Use Policy and the Information Security and Access Program.
- Shared file space is to be used for CCSNH administrative or academic work only. Personal files (e.g., personal photos, video, resume's etc.) that are not related to the work of the CCSNH should not be placed in shared file space.
- Shared file space is intended for files you want to share with others, not for storing software applications or a backup of your computer. Note: Exceptions



to this guideline can be made for departments such as IT which may keep work related master backups of system configuration files and application installations in shared file space for ease of distribution.

- At least one user must be designated as the “Administrative Contact” for the shared file space. The Administrative Contact has the following responsibilities:
  - i. Notify IT who will be authorized to gain access to the shared file space.
  - ii. Notify IT when a user is no longer authorized to have access to the shared file space Note: Users who have a change of employment status which affects file share access will not have their access automatically updated. It is the Administrative Contact’s responsibility to notify IT in a timely manner of any changes in a user’s access.
  - iii. Notify IT how long shared files need to be kept for archival purposes.
  - iv. Maintain folder/file level access for each authorized user. IT can help you establish read (view) only or read/write access for your authorized users. If there are problems or questions, please contact your IT department.
  - v. Conserving disk space by deleting old or unused files.
  - vi. Notify IT if more disk space is required for the shared file space. Requests for more disk space may prompt an inventory of what files are currently in the shared file space. Since disk space is a limited resource alternatives to additional disk space may be recommended.
- IT provides secure back-up for shared file space for the purpose of restoring deleted or lost CCSNH files.
- CCSNH shared file space is only available when accessed through the secured CCSNH network or remotely by using CCSNH’s VPN software.
- Although shared file space provides a secure location to share files with other CCSNH employees it is a best practice to avoid storing files in shared file space which contain Personally Identifiable Information (PII). However, if there is a business need to do so please be aware there are CCSNH policies (Information Security and Access Program) as well as State and Federal laws that will apply to the handling and storage of PII.

## 2. Establishing Shared File Space

To request shared file space please provide the following information in writing (email is good) to your local IT department (If you have any questions about the information requested, please contact your local IT department):

- Provide a statement of need and purpose for shared file space.
- Provide the Administrative Contact name and names of others who will be authorized to access the shared file space.
- Provide initial access levels to folders and/or files by the authorized users. For example: The Administrative Contact will normally have full view and edit access (read/write access in IT lingo). Then based on the business need of the additional authorized users they could be assigned read (view) only or full access so they can

edit files. IT will setup the initial access levels and then the Administrative Contact will maintain or change user access levels as business needs change. If there are questions or problems with access your IT department can help.

- Provide an estimate for the initial size of the shared file space - how many files, how large is each file, what is the anticipated growth?
- For legal or compliance purposes how long does an archival copy of the files in the shared file space need to be kept for?

### 3. User Access

Requests to add or remove users from the access list of a shared file space will need to be initiated by the Administrative Contact via their local IT department.

Note: Since there is not a way to automatically update user access across systems if there is a change in employment status which affects a user's file share access it the responsibility of the Administrative Contact's to notify IT in a timely manner of this change in user access.

### 4. Compliance

Audits will be managed by the CCSNH Internal Audit Department with the assistance of Chancellor's Office IT staff and/or College IT staff, in accordance with CCSNH Audit Policy.

### 5. Shared File Space Not Maintained by CCSNH

Sharing of CCSNH files through other methods such as creating shared file space on your computer for others to use or using hosted services on the Internet to share CCSNH files is strongly discouraged as these services are not maintained or secured by your IT staff.

## 321.07 Conflicts of Interest and Outside Commitments

*Date Approved: 11/12/2012*

*Date Effective: 11/12/2013*

*Date of last Amendment:*

*Approved by: Ross Gittell, Chancellor*

### 1 Purpose

Conflicts of interest, or the appearance of such conflicts, have the potential to result in serious harm and direct losses to the Community College System of New Hampshire (CCSNH). These losses may include not only direct monetary losses and loss of confidence in the CCSNH but also negative publicity and erosion of employee morale. Employees of the CCSNH shall at all times act in a manner consistent with their public responsibilities and shall exercise care to ensure that no real or perceived conflicts exist between their personal interests and those of the CCSNH.

## 2 Definition

A conflict of interest arises when personal interests of an employee or employees conflict with the institutional interests of the CCSNH or any of its component colleges. There are two types of conflicts: actual conflicts (those that actually exist) and apparent conflicts (those that may reasonably appear to exist whether or not they actually do). Employees are required by CCSNH policy to avoid both actual and apparent conflicts. Conflicts of interest may be economic, where an employee stands to receive a unique private or personal economic benefit or value as a result of his or her employment or may be one in which the employee benefits in influence or other non-economic manner.

Economic conflicts in which an employee stands to receive a unique private or personal economic benefit or value as a result of his or her employment must be avoided. Employees must not accept anything of greater than minimal benefit or value and should be cautious about accepting anything that provides any benefit or value on their own behalf. Both State law and CCSNH policy distinguishes between those minor and inconsequential benefits which are minimal (less than \$25), customary (such as a courtesy copy of a textbook or a holiday fruit basket) or incidental (a company mouse pad or pen with logo) to threaten the integrity of CCSNH business and those benefits which are substantial or material enough to affect or appear to affect CCSNH business and integrity and are prohibited.

## 3 Examples of conflicts that must be avoided

CCSNH employees must not:

- a. Use or attempt to use his or her position or CCSNH property or services in a manner contrary to the interests of CCSNH to gain or attempt to gain anything for the private benefit of the employee or an employee's family member;
- b. Solicit or receive gifts or entertainment of significant monetary value from suppliers of goods or services or from persons seeking an association with CCSNH;
- c. Solicit or receive gifts or entertainment of significant monetary value (greater than \$25) from suppliers of goods and/or services or from persons already associated with CCSNH;
- d. Use confidential information acquired in connection with CCSNH related activities for personal gain or for other unauthorized purposes;
- e. Enter into any contract or lease with the CCSNH if the employee is in a position to approve or influence in his/her official capacity the CCSNH decision to enter into the contract or lease, unless such contract is deemed in the best interest of the CCSNH by approval of the college president or the CCSNH Chancellor;
- f. Contract with CCSNH to provide a service which is the same as or similar to the service that the employee provides as a CCSNH employee;
- g. Use the official title of CCSNH or any of its parts, in whatever form that title may appear, except in connection with legitimate or approved purposes;
- h. Make unauthorized use of any CCSNH resources, including the services of the CCSNH employees, the CCSNH name, facilities, equipment, or other resources for the personal benefit of the employee;

- i. Have a romantic or sexual relationship with another employee when the employee supervises or otherwise has authority over the other employee;
- j. Have a romantic or sexual relationship with a student when the employee instructs, advises or otherwise has authority or power over that student;
- k. Supervise or participate in employment, grievance, retention, promotion, salary, leave or other personnel decisions concerning members of the employee's immediate family;
- l. Participate in institutional academic decisions involving a direct benefit to a close relative;
- m. Accept any outside position that would impair the employee's ability to fulfill the employee's obligations to CCSNH;
- n. Engage in outside activities that could impair the employee's judgment in the performance of his/her CCSNH duties and responsibilities;
- o. Other actual or potential conflicts not specifically included above.

#### 4 Avoiding a Conflict

In general, there are three ways to avoid a conflict of interest. First, an employee should disclose any potential conflicts to the college president or designee or for the Chancellor's office to the Chancellor or designee as described below in paragraph E. Second, an employee should not accept anything of value from someone affected by an employee's participation in a decision or action. Third, employees should refrain from either official or informal participation in any employment function or decision in which the employee has a personal interest. In all events, employees should not decide alone whether a conflict of interest may exist but should comply with paragraph E below.

#### 5 Handling a Conflict

- a. Deciding Whether There is a Conflict: Whether an employee has an actual or apparent conflict of interest often turns on the specific facts of each case and requires disclosure and discussion. If an employee believes or is unsure whether a conflict of interest may exist, the employee must promptly and fully disclose the issue to his or her college president or president's designee or if within the Chancellor's Office to the Chancellor or the Chancellor's designee for discussion. Until a determination is made regarding the existence of a conflict the employee must not participate officially or informally in the employment function or decision involving the potential conflict.
- b. Err on the side of caution and disclosure: Whether a conflict of interest as prohibited by this policy exists is often determined by the specific facts of each case. Therefore, if an employee is not sure whether a conflict of interest may arise from his/her participation the employee has the duty to promptly and full disclose the circumstances to the college president or the Chancellor and refrain from participating until a determination is made that there is no actual or perceived conflict of interest that will arise from participation.

#### 6 Outside Commitments

- a. Employees may engage in outside consulting activities and other employment activities, provided the employee meets his/her obligation to CCSNH and

complies with any applicable provisions of a Collective Bargaining Agreement regarding outside employment.

- b. An employee shall not accept any outside position that would impair the employee's ability to fulfill the employee's obligations to the CCSNH; and
- c. An employee shall not engage in outside employment or activities that could be viewed as impairing the employee's judgment in the performance of CCSNH duties and responsibilities.

## 7 Use of CCSNH Name and Resources

- a. An employee shall not use the official title of the CCSNH or any of its parts in whatever form that title may appear, except in connection with legitimate CCSNH purposes and to the extent and within the scope the employee is authorized to act.
  - b. The CCSNH name, facilities, equipment, personnel and other resources are to be used only to further the CCSNH mission. An employee shall not make unauthorized use of any CCSNH resources, including the services of CCSNH employees for the personal benefit of the employee.
8. Failure to abide by this CCSNH Policy on conflicts of interest may lead to disciplinary action up to and including dismissal.

## 323.01 Workplace Conduct

*Date Approved: 2/27/2018*

*Date of last Amendment: 6/18/2021*

*Date Effective: 6/22/2021*

*Approved by: Susan Huard, Interim Chancellor*

### I Policy Statement

The Community College System of New Hampshire (CCSNH) is committed to creating and maintaining a positive and productive learning environment for students, a professional setting for its employees, and a community atmosphere grounded in mutual respect, dignity, and integrity. In light of these objectives, CCSNH prohibits: 1) all manner of discrimination in the administration of its education and employment programs and practices on the basis of unlawful criteria including race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, gender identity or expression, genetic information, and veteran status, as defined under applicable law; and 2) will not in any instance tolerate harassment, intimidation or bullying behavior of any kind.

Also see Policy CCS 323.02, Title IX/RSA 188-H Sexual Misconduct and Grievance Procedure (Employees).

### II Policy Purpose

The purpose of this policy is to establish and communicate to all employees:

- The type of conduct that is prohibited by this policy;
- The responsibility of supervisors, managers, and executives to establish a learning and work environment that is free from harassment and discrimination and to

encourage reporting of discriminatory conduct, harassment, intimidation and bullying;

- The responsibility of executives to treat complaints and incidents of discrimination, harassment, intimidation and bullying seriously, and to respond quickly, impartially, and appropriately to such complaints and incidents;
- The responsibility of all employees to support a learning and work environment that is free from discrimination, harassment, intimidation, and bullying, to report incidents of discrimination, harassment, intimidation, and bullying, to cooperate with investigations of such complaints and incidents, and to respect confidentiality; and
- The responsibility of all employees to refrain from retaliatory conduct against individuals raising claims of discrimination, harassment, intimidation, and bullying, or against individuals participating in investigations of such claims.

### III Scope of Policy

This policy applies to all CCSNH and College employees, students (when acting in the course of employment with CCSNH), contractors, and any other person whose conduct affects the learning and work environment, at the place of work and/or in the course of employment.

### IV Definitions

- A. Bullying and harassment are both defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment that unreasonably interferes with an employee's work performance, a student's educational program or activity, or creates an intimidating, hostile, or otherwise offensive environment.
1. Verbal bullying and harassment: Slandering, ridiculing, or maligning a person or their family or associates; persistent name calling that is hurtful, insulting or humiliating; using a person as the target of jokes; obscene, abusive, and offensive remarks or nicknames; shouting or raising voice at an individual in public or private; constant criticism on matter(s) unrelated or minimally related to the person's job performance or job description; public reprimands.
  2. Physical bullying and harassment: Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, damage to a person's work area or property; unwanted physical contact, physical abuse, or threats of physical abuse to an individual or an individual's property (*i.e.*, defacing or marking up property).
  3. Gesture bullying and harassment: Nonverbal threatening or obscene gestures; glances that can convey threatening messages.

4. Other bullying and harassment: Socially or physically excluding or disregarding a person in educational and/or work-related activities; not allowing the person to speak or express themselves (*i.e.*, ignoring or interrupting); public humiliation in any form; deliberately interfering with mail or other communications; spreading rumors or gossip regarding individuals; encouraging others to disregard a supervisor's instructions.
- B. Intimidation is defined as intentional inappropriate behavior that would cause a person of ordinary sensibilities to fear injury or harm (physical or mental), or material and detrimental loss to the person.
- C. Sexual Misconduct (including Sexual Harassment):

Sexual misconduct is defined in CCS Policy 323.02 - Title IX/RSA 188-H Sexual Misconduct Policy and Grievance Procedure (Employees). Sexual misconduct which is determined to fall within the definitions of Title IX sexual harassment shall be addressed by the grievance procedure in that Policy. Any sexual misconduct which does not meet the definitions of Title IX sexual harassment shall be addressed by the procedure in this policy.
- D. Discriminatory conduct is defined as treating or proposing to treat someone unfavorably or subjecting someone to unwelcome conduct because of race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, gender identity or expression, genetic information, and veteran status. Unwelcome conduct may include, but is not limited to, offensive jokes, slurs, epithets, or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

## V Prohibited Conduct

CCSNH prohibits bullying, harassment, intimidation, and discriminatory conduct including sexual misconduct, sexual harassment, and all manner of discrimination on the basis of unlawful criteria including race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, gender identity or expression, genetic information, and veteran status, which affects the learning or work environment.

## VI Retaliation Prohibited

Retaliation of any kind against anyone who is involved in making/reporting a complaint or the investigation of a suspected violation of this policy is prohibited.

## VII Responsibility of Supervisors, Managers and Executives

Supervisors, managers, and executives are responsible for promoting a learning and work environment that is free from harassment and discrimination by exercising reasonable care to prevent and correct any behavior which may violate this policy, and encouraging reporting of discriminatory conduct, harassment, intimidation, and bullying.



Supervisors, managers, and executives (Responsible Officials) who observe, are informed of, or reasonably suspect incidents of possible discrimination, harassment, intimidation and bullying, or retaliation are required to report such incidents as soon as possible to the College Human Resource Officer or CCSNH Director of Human Resources (or the appropriate Title IX Coordinator if sexual misconduct is involved). Failure to report such incidents will be considered a violation of this policy and may result in disciplinary action. Responsible Officials must take effective measures to prevent further discriminatory conduct, harassment, intimidation, bullying, or retaliation pending completion of an investigation.

## VIII Reporting of Complaints or Incidents

If possible, employees are encouraged to try to resolve issues among themselves, but if that is not appropriate or is not successful, employees are encouraged to make complaints or reports of incidents of discrimination, harassment, intimidation and bullying, or retaliation related to such complaints or reports either in writing or verbally, to an employee's supervisor, department manager, College Human Resource Officer or CCSNH Director of Human Resources. Complaints or reports involving possible sexual misconduct must be reported to the appropriate Title IX Coordinator for assessment as to which policy applies. Any complaints or reports of sexual misconduct that are not made directly to a Title IX Coordinator, must be reported by the person receiving the complaint or report to the appropriate Title IX Coordinator.

All complaints and reports received at the College level shall be reported to the CCSNH Director of Human Resources.

## IX Investigations of Complaints and Reports of Incidents

All complaints and reports of incidents will be investigated as expeditiously as possible (and in accordance with the applicable procedure), with reasonable thoroughness and particular care to preserve the confidentiality of all persons involved. All employees who are contacted by an investigator are expected to be truthful, forthcoming, and cooperative in connection with the investigation.

Allegations of sexual misconduct that meet the definition of Title IX sexual harassment under CCS Policy 323.02 shall be addressed by following the grievance procedures in CCS Policy 323.02.

All other allegations of misconduct in the workplace as defined in this policy, including discriminatory conduct, harassment (including non-Title IX/NH RSA 188-H sexual misconduct/harassment), intimidation, bullying, or retaliation shall be addressed through this Policy.

### A. Preliminary Review Process

For reports or complaints covered by this Policy, the College Human Resources Officer, with the assistance of the CCSNH Director of Human Resources, will evaluate



the facts reported to determine the nature, extent and period covered in the report. Based upon the evaluation and consultation as appropriate, the College Human Resources Officer, in consultation with the CCSNH Director of Human Resources, may propose an informal resolution to the employee and/or supervisor.

If the issue cannot be resolved or is not appropriate for informal resolution, the matter will be referred to the President of the College or the Chancellor as appropriate to commence a formal investigation.

## B. Investigation Process

### 1. Appointment of Investigator

Upon determination by the President or Chancellor that a formal investigation is appropriate, the President or Chancellor will appoint an impartial investigator to determine whether the alleged acts occurred and if so, whether the conduct violates CCSNH policy.

### 2. Notice of Investigation

Upon appointment of the investigator, the President or Chancellor shall notify the complainant and respondent (the person who is alleged to have engaged in the prohibited conduct) in writing. The written notification shall provide an overview of the alleged prohibited conduct, the policy implicated, the name of the investigator, and the anticipated duration of the investigation.

### 3. Representation at an Investigative Interview/Meetings

An employee shall be entitled to representation at an investigative interview or meeting. Such representation shall be handled in accordance with CCSNH policies and the provisions of collective bargaining agreements, as applicable. The representative's role at an investigative interview or meeting is solely to support the employee, not to speak for the employee, who shall provide their own account of the matter(s) under investigation.

### 4. Time to Complete Investigation

All investigations shall be completed within sixty (60) calendar days unless exceptional circumstances justify an extension of time. Notice of an extension shall be provided in writing by the President or Chancellor, as applicable, to the complainant and respondent before the expiration of the sixty (60) day period and shall set forth the reasons for the extension and the date of anticipated completion.

### 5. Confidentiality of Investigation

Investigations shall be conducted with particular care to preserve the confidentiality of all persons involved, to the extent possible for a thorough investigation.

#### 6. Suspension Pending Completion of Investigation

CCSNH may suspend an employee, with or without pay, for a limited period of time (typically up to 30 calendar days) when 1) allegations of misconduct made against the employee are related to the employee's duties and responsibilities and require an internal investigation; and 2) the nature of the allegations warrant the removal of the employee from the work site. In such cases, the employee shall be available at a location acceptable and accessible to CCSNH and investigators for the duration of the investigation. An extension of a suspension for one or more additional periods not exceeding 30 calendar days each may be granted with the approval of the CCSNH Director of Human Resources, provided that at the end of the initial period of suspension with pay, 1) the conditions set forth above continue to exist; and 2) the investigation has not been completed.

If, at the conclusion of the investigation, it is determined that no disciplinary action is warranted, an employee who was suspended without pay shall be returned to paid status and shall be entitled to any lost compensation for their regular appointment during the period of suspension.

#### 7. Notice of Investigative Findings

Upon completion of the investigation, the investigator shall prepare a report of findings and conclusions for submission to the College President or Chancellor. The findings of fact shall be determined by a preponderance of the evidence. Upon receiving the report, the College President or Chancellor shall provide written notice of the investigative findings to both the complainant and respondent.

### X Administrative/Disciplinary Actions

Violation of this policy will result in appropriate administrative and/or disciplinary action consistent with the rules and regulations governing employees of CCSNH and its Colleges, which may include discharge of employees.

## 323.02 Title IX/RSA 188-H Sexual Misconduct and Grievance Procedure (Employees)

*Date Approved: 6/22/2021*

*Date of last Amendment: 6/11/2021*

*Date Effective: 6/22/2021*

*Approved by: Susan Huard, Interim Chancellor*

### I Policy Statement

CCSNH and its Colleges are committed to creating and maintaining a positive and productive work and learning environment. In furtherance of this objective, CCSNH prohibits discrimination in the administration of its education programs and activities based on sex including conduct that constitutes sexual harassment or other forms of sexual misconduct, as described below. CCSNH also prohibits retaliation against anyone who is involved in making or

reporting of a complaint, or in the investigation or hearing of a formal complaint of sexual misconduct/sexual harassment.

## II Scope of Policy and Jurisdiction

CCSNH and its Colleges prohibit sexual misconduct/sexual harassment against any person participating in or attempting to participate in education programs and activities of CCSNH/Colleges (which includes employment). The scope and definitions of sexual misconduct and sexual harassment under federal and state laws differ, as described below.

Sexual misconduct by students is addressed under [System Policies](#) 730.04 and 730.06.

### A. Title IX Sexual Harassment

Under the federal Title IX regulations, sexual harassment includes the following conduct on the basis of sex which takes place within the context of a CCSNH/College education program and activity (on campus or any other location within the United States):

1. "Quid pro quo" sexual harassment by a CCSNH/College employee: Conditioning a CCSNH/College aid, benefit or service (such as a promotion or favorable evaluation, or a better grade in a course) on an individual's participation in unwelcome sexual conduct;
2. "Hostile environment" sexual harassment: Unwelcome conduct based on sex that a reasonable person would determine is so severe, pervasive and objectively offensive that it effectively denies an individual's equal access to CCSNH/College education programs and activities; or
3. Sexual assault, dating violence, domestic violence, and stalking, as defined in the Clery Act and Violence Against Women Act, as follows:
  - i. *Sexual Assault*: An offense classified as a Forcible or Non-Forcible Sex Offense under the uniform crime reporting system of the FBI. Those offenses are -
    - (1) *Non-Forcible Sex Offenses*: incest and statutory rape. In New Hampshire, only children aged 16 and older can give consent to sexual contact with adults unless the two parties are legally married. A teenager under 13 cannot consent to any sexual contact. Children who are between 13 and 16 may consent to a sexual act when their partner is less than four years older than they are.
    - (2) *Forcible Sex Offenses*: Any sexual act directed against another person, without the consent of the victim, including instances where the victim is in a state of incapacitation. Such sexual acts include:
      - Forcible rape: sexual intercourse with a person, forcibly and/or without that person's consent, or in instances where the victim is in a state of incapacitation.
      - Forcible oral or anal sexual intercourse with another person, forcibly or without consent, or because of incapacitation.
      - Sexual assault with an object: use of an object or instrument to unlawfully penetrate, however, slightly, the genital or anal opening of the body of another person, forcibly, or without consent or because of incapacitation.

- Forcible fondling: the touching of the private body parts (genitals, buttocks or breasts) of another person for the purpose of sexual gratification, forcibly, or without consent, or because of incapacitation.
- (3) *Consent*, for purposes of this policy, means: an affirmative decision to engage in mutually acceptable sexual activity given by clear actions or words. It is an informed decision made freely, willingly, and actively by all parties. Consent is knowing and voluntary. Consent is active, not passive. Accordingly, silence or absence of resistance cannot be interpreted as consent. Consent can be given by words or actions so long as those words or actions may be reasonably understood to give permission regarding sexual activity. Individuals cannot give consent if they are incapacitated due to alcohol or legal or illegal drugs, or under the age of 16.
- ii. *Dating Violence*: physical or sexual abuse, or threats of physical or sexual abuse, or emotional abuse committed by a person:
- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - (2) Where the existence of such a relationship is determined based on consideration of: (i) the length of relationship; (ii) the type of relationship; and (iii) the frequency of interaction between persons in the relationship.
- iii. *Domestic Violence*: physical or sexual abuse, or threats of physical or sexual abuse, or emotional abuse among current or former spouses or cohabitants, or people who share a child in common.
- iv. *Stalking*: engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- (1) Fear for their safety or the safety of others; or
  - (2) Suffer severe emotional distress.

Sexual harassment which does not meet one of the specific definitions above, or which occurs outside a CCSNH/College education program and activity may be covered under Subsection B or C below.

#### **B. Sexual Harassment Under Title VII and the New Hampshire Law Against Discrimination**

Sexual harassment is defined differently under Title VII and New Hampshire's discrimination law and regulations. These laws define sexual harassment as: unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for decisions regarding employment affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive environment.

The term “consent” under A.3 above shall also apply, to the extent relevant, to allegations in this section.

**C. Sexual Misconduct Under NH RSA 188-H**

Sexual misconduct under RSA 188-H is a broadly defined term that includes: (1) all forms of sexual harassment under Title IX, Title VII or State law under subsections A. and B. above; and (2) any other incident of sexual violence, gender-based violence, or violence based on sexual orientation or gender identity or expression.

The term “consent” under A.3 above shall also apply, to the extent relevant, to allegations of sexual harassment under this section.

**D. Retaliation**

CCSNH also prohibits retaliation against anyone who is involved in the making or reporting of a complaint, or in the investigation or hearing of a formal complaint of sexual harassment. Incidents of retaliation will be addressed under Policy 323.01 (Workplace Conduct) for alleged retaliation by employees.

### III Reporting Sexual Misconduct

- A.** All employees and other persons are encouraged to report incidents of sexual misconduct/sexual harassment involving employees, and reports may be made without regard to whether the person reporting is the person alleged to be the victim of alleged sexual misconduct/sexual harassment.
- B.** All CCSNH/College employees with supervisory or management responsibilities, and individuals designated as Campus Security Authorities under the Clery Act who receive information about possible sexual misconduct/harassment of employees are required to make a report.
- C.** Reports of sexual misconduct/sexual harassment should be directed to the appropriate Title IX Coordinator and can may be made in person or by calling [*Each College insert: Name of College Title IX Coordinator*] at [*Phone Number*], email to [*Email Address*], or mail to [*Mail Address*]. The Title IX Coordinator shall notify the CCSNH Director of Human Resources of the report.
- D.** A report of sexual misconduct/sexual harassment may also be made to Campus Security, or local or State police [see section IV.B below for further information].

### IV Outside Support and Additional Reporting Avenues for Victims of Sexual or Gender-based Violence

- A. Confidential Resources**
  - 1. Victims of sexual misconduct/sexual harassment may pursue assistance and/or support confidentially by contacting a New Hampshire Domestic and Sexual Violence Crisis Center [*Each College insert: Name/Contact information of Local Crisis Center(s)*]. Confidential support services are available to anyone who has been

impacted by sexual misconduct, sexual harassment, domestic violence, dating violence or stalking. Services are open and affirming to all, and an individual need not be in crisis to call.

2. Immediate, confidential help is also available by calling:
  - New Hampshire 24-hour Domestic Violence Helpline: 1-866-644-3574
  - New Hampshire 24-hour Sexual Assault Hotline: 1-800-277-5570
  - National 24-hour Sexual Assault Hotline: 1-800-656-4673

Conversations with crisis center and crisis line volunteers and advisors (who are also confidential resources) are protected under New Hampshire's confidentiality statute (NH RSA 173-C).

3. Confidential resources can assist with information and referrals to medical and counseling resources and provide additional assistance as appropriate, such as referral to medical facilities where an individual may request that a medical forensic exam be administered by a trained sexual violence forensic health care provider, including information on transportation options and information on reimbursement of travel costs, if any.
4. The above-listed confidential resources can provide emotional support and information or referrals to on-campus and off-campus resources. They can also accompany a reporting party to meetings with the Title IX Coordinator, investigation interviews, discipline meetings or hearings. Confidential resources are not employees of CCSNH.

#### **B. Emergency Medical Services**

1. Emergency medical services may also be access directly at:  
*[Each College: Insert name and location of the nearest medical facility]*
2. Transportation to available medical services may be accessed via:  
*[Each College: Insert transportation options and information on reimbursement for travel costs, if any]*
3. Assistance with the costs of emergency medical assistance can be accessed via:  
*[Each College: Insert information on any such programs]*

#### **C. Other Supports**

1. Additional information concerning counseling, health, safety, academic, and other support services can be obtained by contacting the appropriate Title IX Coordinator, or by contacting the following organizations:

*[Each College: Insert descriptions of and contact information for the types of counseling and health, safety, academic, and other support services available]*

*within the local community or region (other than rape crisis center/domestic violence center noted above)]*

2. Individuals accused of sexual misconduct/sexual harassment may seek assistance from a confidential advisor, which may include an advocate or attorney, by contacting the appropriate Title IX Coordinator or the following organizations:

*[Each College: Insert or the name and contact information for organizations that support persons accused of sexual misconduct, which shall include but not be limited to the name and contact information, and description of the role/services, of the confidential resources advisor]*

#### **D. Reports to Law Enforcement**

Victims of sexual misconduct may choose, or decline, to report incidents of sexual misconduct to College Security *[Each College: Insert college security office]*, or local or State police at the numbers/locations below. Individuals may request assistance from the CCSNH/College Title IX Coordinator with contacting law enforcement.

*[Each College: Insert phone numbers and addresses for:]*

- *Campus Security*
- *Local Police*
- *Closest State Police*
- *United States Attorney's Office [federal law enforcement]*  
53 Pleasant Street, 4th Floor  
Concord, NH 03301  
(603) 225-1552

#### **E. Protection Orders**

1. Victims of sexual misconduct/sexual harassment may obtain a protection (no contact) order, as well as other supportive measures, from the Title IX Coordinator following a report of sexual misconduct/sexual harassment (see Section VI below).
2. Victims of sexual misconduct involving domestic violence or stalking may pursue a court-ordered protection order by contacting or appearing at the local court:  
*[Each College: Insert phone numbers and addresses for closest NH Circuit Court]*
3. Individuals who obtain a protection order issued by a court are asked to contact, and provide a copy of the order to, the CCSNH/ College Title IX Coordinator. Upon receipt, CCSNH/College can assist in enforcement of the order as it pertains to the alleged victim's or respondent's participation in CCSNH/College programs or activities, to the extent applicable.

## **V Response to Reports of Sexual Misconduct**

### **A. After A Report Is Made**



After a report of sexual misconduct/ sexual harassment, is made, the Title IX Coordinator will meet with the complainant (alleged victim), if they are identified in the report, to discuss and implement any needed supportive measures. Such measures will remain confidential to the extent possible in the particular circumstances.

Supportive measures are individualized services offered to a complainant following a report of sexual misconduct/sexual harassment. Supportive measures may also be provided as appropriate to respondents after a formal complaint is filed. Supportive measures are designed to facilitate a party's ability to work and/or access education programs and activities, without overly burdening the other party (prior to a finding of responsibility). Examples of supportive measures include, but are not limited to no contact orders, referrals for services, changes in schedules, etc.

The Title IX Coordinator will explain the process(es) that apply to the allegations raised, including the process for filing a formal Title IX complaint if the conduct may constitute sexual harassment under Title IX.

#### **B. Investigation and Resolution**

All reports and complaints of prohibited conduct under this policy will be investigated as expeditiously as possible, with appropriate thoroughness and care to preserve confidentiality to the extent possible.

Formal complaints of allegations involving Title IX sexual misconduct will be addressed in accordance with Section VI below.

Reports of sexual misconduct by employees that do not constitute sexual harassment under Title IX will be addressed under CCS Policy 323.01 (Workplace Conduct).

## **VI The Title IX Grievance Procedure**

The following grievance process shall be followed when there is a formal report of alleged conduct by employees that meets the definition of sexual harassment under the Title IX regulations (as defined in Section II.A above).

#### **A. How to Make a Formal Complaint**

No investigation will occur unless a formal complaint is filed with the Title IX Coordinator by the complainant, or the Title IX Coordinator decides to file a formal complaint. The formal complaint must be in writing and include the following:

1. Basic information about the possible violation(s) of sexual harassment (such as date, time, location, type of incident, name(s) of individuals involved).
2. A request that CCSNH/College investigate the allegation(s).

The Title IX Coordinator may determine that specific circumstances warrant pursuing a formal complaint (such as when the alleged respondent has previously been found responsible for serious sexual misconduct or there may be a safety threat to the CCSNH/College community), even when the complainant does not file a formal



complaint. In such cases, the complainant will receive advance notice as well as notices of activities at various points in the procedure but is not a party to the case. Likewise, the Title IX Coordinator is not a party, for purposes of this procedure, if they file a formal complaint on behalf of CCSNH/College.

The Title IX Coordinator may consolidate formal complaints where circumstances warrant.

#### **B. Dismissal of Formal Complaints**

Under the Title IX regulations, the Title IX Coordinator must dismiss a formal complaint:

1. If the conduct alleged in the formal complaint does not constitute sexual harassment under the Title IX regulations (and as defined in Section II.A of this policy); or
2. If the conduct alleged did not occur within the scope of the College's education programs and activities or did not occur in the United States.

However, if the conduct alleged is otherwise covered by another CCSNH/College policy, the conduct may be addressed under the applicable policy, depending on the circumstances.

The Title IX Coordinator may also dismiss a formal complaint if a complainant withdraws the formal complaint or withdraws particular allegations within the complaint; if the respondent is no longer employed by CCSNH/College; or if there are specific circumstances that prevent CCSNH/College from gathering evidence sufficient to reach a determination regarding the formal complaint.

If a formal complaint is dismissed for any reason, the Title IX Coordinator will promptly and simultaneously send written notice to the parties explaining the reasons. Parties have the opportunity to appeal dismissals in accordance with Section VI.C.9 of this procedure.

#### **C. Steps in the Process**

A formal complaint initiates the Title IX Grievance Procedure. The Title IX Coordinator has general responsibility for implementing this procedure. This section outlines the significant steps in the process in summary form.

##### 1. General Obligations of CCSNH/College and Timeline

CCSNH/College will:

- Treat complainants and respondents equitably;
- Not presume a respondent is responsible until and unless such a determination is made following a hearing as provided in this policy;
- Objectively evaluate all relevant evidence;

- Ensure that any individuals involved in the procedure have appropriate training, and do not have conflicts of interest or bias;
- Follow reasonably prompt timelines for conclusion of the procedure and provide reasons for delay;
- Provide all required notices of meetings and hearings;
- Provide opportunities for parties to review and respond to relevant evidence, both favorable and unfavorable;
- Provide parties with the opportunity to be accompanied to any meetings or hearings by an advisor of their choice;
- Provide parties with the opportunity to present witnesses, as well as other relevant evidence;
- Not restrict the parties from speaking about the case for their own emotional support and to prepare their case;
- Assume the burden of gathering evidence and of proof (rather than such burdens resting with the parties); and
- Comply with all applicable confidentiality and privacy laws and regulations during the procedure.

In general, CCSNH/College will attempt to complete the procedure within 90 calendar days. However, there may be circumstances when the process will take longer due to the absence of individuals important to the process, difficulties in obtaining evidence and other reasonable considerations.

Parties may make requests for short extensions of deadlines imposed on them in this grievance procedure for good cause (illness, unavoidable absence of advisor, etc.). Any such request must be made to the Title IX Coordinator in writing and must explain the reason an extension is requested. The Title IX Coordinator shall treat requests from parties for extensions equitably and shall notify the parties of any extensions that are granted or denied.

## 2. Notice to Parties and Initial Steps

- i. The Title IX Coordinator will provide written notice of the formal complaint and allegations of sexual harassment potentially constituting prohibited conduct under this policy. The notice will include:
  - Notice regarding the procedure and the availability of an informal resolution process;
  - Sufficient details known at the time (including identities of parties, if known; the conduct alleged; and the date and location of the alleged incident, if known), with sufficient time to prepare before any initial interview (no less than five calendar days).
  - As required by the Title IX regulations, a statement that the respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will be made at the conclusion of the grievance process;

- Notice that the parties may have an advisor of their choice, who may be an attorney;
  - Notice that the parties may inspect and review evidence;
  - Notice of provisions in the conduct processes applicable to students, faculty or staff that prohibits making false reports or providing materially false information in bad faith during the grievance process;
  - Notice that the parties may discuss their case. However, parties should avoid statements that are defamatory; or that disclose other conduct which could be viewed objectively as constituting intimidation or retaliation; or that may impair the integrity of the investigation or procedure;
  - Notice that CCSNH/College, not either party, has the burden of proof;
  - Notice of the name of the investigator, with sufficient time (no less than five calendar days) to raise then-known reasonable concerns of conflict of interest or bias, and the basis for those concerns, to the Title IX Coordinator; and
  - Notice that the parties can raise reasonable concerns regarding the Title IX Coordinator to [Each College: insert appropriate position].
- ii. If additional allegations become known at a later time, the original notice to the parties will be supplemented. Misconduct which subsequently becomes known but is not covered by this policy may be addressed pursuant to other applicable CCSNH/College policies, as appropriate.
  - iii. The Title IX Coordinator will discuss supportive measures with each party and implement such measures as appropriate.
  - iv. Prior to a hearing, claims of conflicts of interest, bias or other concerns regarding CCSNH/College officials involved in the procedure will be resolved by the Title IX Coordinator. At the hearing, such claims may be raised with the decision maker.

### 3. Informal Resolution Process

After a formal complaint has been filed, and if the Title IX Coordinator believes the circumstances are appropriate, the Title IX Coordinator may offer the parties the opportunity to participate in an informal resolution process to resolve the complaint without completing the investigation and hearing process. An informal resolution process can be started at any time during the grievance procedure. However, an informal resolution process cannot be used to resolve a formal complaint when a student is the complainant and the respondent is an employee.

Informal resolutions can take many forms, depending on the particular case. Examples include, but are not limited to, facilitated discussions between the parties; restorative justice; acknowledgment of responsibility by a respondent; apologies; agreed upon sanctions against a respondent or requirements to engage in specific services; or supportive measures. Parties must voluntarily agree in writing to

participate in an informal resolution process, and either party can withdraw from the process at any time.

Any terms in an informal resolution that include involvement by CCSNH/College must be approved by the Title IX Coordinator. If an informal resolution agreement is reached, it must be signed by the parties and CCSNH/College. Once signed, the agreement is final and binding according to its terms.

If an informal resolution process does not resolve the formal complaint, nothing from the informal resolution process may be considered as evidence in the procedure.

#### 4. Administrative Leave

CCSNH/College, in consultation with the Title IX Coordinator, may place an employee respondent on administrative leave at any point after a formal complaint is filed in accordance with existing procedures.

Any such decision to place an employee on administrative leave shall be made in compliance with any applicable disability laws, including the Americans with Disabilities Act and the New Hampshire Law Against Discrimination.

#### 5. Investigation Process

The Title IX Coordinator will appoint an investigator to investigate the formal complaint. The investigator will:

- i. Meet with the parties after they have received appropriate notice of any meeting and its purpose, with sufficient time to prepare.
- ii. Allow parties to have their advisor at all meetings (advisors may not speak for the party).
- iii. Allow parties to identify witnesses and submit favorable and unfavorable evidence.
- iv. Interview witnesses and conduct such other activities that will assist in ascertaining facts. The investigator shall prepare written summaries of all interviews.
- v. Consider evidence that is relevant and directly related to the allegations in the formal complaint.
- vi. Prior to completing the investigation report, provide the parties and their advisors with an equal opportunity to inspect and review any evidence that is obtained in the investigation that is directly related to the allegations in the formal complaint. This includes all directly related evidence, whether the Investigator intends to rely upon it or not in the investigation report, as well as evidence favorable and unfavorable to the parties. The parties will be provided 10 calendar days to submit a written response. The investigator shall consider the parties' written responses prior to completing the investigation report.

- vii. Create an investigation report that fairly summarizes relevant evidence and submit it to the Title IX Coordinator. The investigator may, at their discretion, comment on the credibility of a party, witness, or documentary evidence.

In turn, the Title IX Coordinator shall:

- i. Provide a hard or electronic copy of the investigation report to the parties and advisors (if any) at least 10 calendar days prior to the scheduled hearing, for their review and written responses. The parties and advisors must acknowledge that they will not further disseminate the investigation report to any person but may use it to prepare for the hearing. Responses to the investigation report must be provided to the Title IX Coordinator within five days of receipt of the report. The Title IX Coordinator shall provide each party with all responses.

In their responses, parties must identify any claims of procedural error in the procedure followed including any claim of conflict of interest or bias by the investigator. The Title IX Coordinator, in consultation with other CCSNH/College officials, will evaluate any claim of procedural error and remedy any error as appropriate, including but not limited to requiring the investigator to interview other witnesses or consider additional evidence.

- ii. Appoint a decision maker, notify the parties of the identity of the decision maker, and provide not less than five calendar days for a written response from the parties raising any concerns regarding a conflict of interest or bias on the part of the decision maker.
- iii. Forward the investigation report and the parties' responses to the decision maker in advance of the hearing.

## 6. Live Hearing

CCSNH/College shall conduct a live hearing through which a decision maker will consider the evidence, make determinations of responsibility, and impose remedies including, if warranted, disciplinary sanctions.

The Title IX Coordinator shall be responsible for scheduling the live hearing (no less than ten calendar days after receiving the written responses to the investigative report) and notifying persons who need to be present at the hearing. Witnesses will be requested to provide testimony at the hearing. Some important features of hearings include the following:

- i. Under Title IX, CCSNH/College has no authority to compel parties, witnesses or advisors to be present for a hearing.
- ii. At the request of a party, the parties will be in separate rooms with technology to allow the parties and decision maker to see and hear parties/witnesses answering questions.
- iii. The decision maker, not the investigator, makes the final determination of responsibility and impose remedies, including disciplinary sanctions where

- warranted. The decision maker will not be the Title IX Coordinator or the investigator.
- iv. The decision maker may impose reasonable time limits on opening/closing statements, cross-examination, and comments by the parties and their advisors during the hearing and shall generally preside over the hearing and enforce the rules of decorum.
  - v. The decision maker may ask questions of the parties, their advisors and any witnesses.
  - vi. The decision maker shall rule on the relevance of evidence offered or of any question asked of a party or witness prior to the question being answered, especially during cross-examination.
  - vii. The decision maker may request input from CCSNH/College officials concerning possible sanctions, either during the live hearing or during the period between the close of the hearing and the issuance of the decision maker's written determination.
  - viii. CCSNH counsel may attend the hearing and may provide advice to the decision maker or guidance to the participants during the hearing as needed.
  - ix. Parties must have an advisor at the hearing. If a party does not have an advisor at this stage of the process, CCSNH/College will appoint one for the party at no cost to the party.
  - x. The Title IX regulations require that advisors (and not the parties) may question parties and witnesses, following rules of decorum.
  - xi. A video or audio recording or transcript shall be made of the hearing and made available to the parties for inspection and review.

## 7. Standard of Proof and Determination of Responsibility

CCSNH/College uses a preponderance of the evidence standard ("more likely than not") in making determinations of responsibility.

The decision maker shall issue a written determination, which shall include the following:

- i. Identification of all the allegations potentially constituting sexual harassment as defined in the Title IX regulations and this policy.
- ii. A description of the procedural steps taken from receipt of the formal complaint through the determination, including notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.
- iii. Findings of fact supporting the determination.
- iv. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, and any disciplinary sanctions CCSNH/College imposes on the respondent.
- v. A statement as to whether remedies designed to restore or preserve equal access to CCSNH/College education programs and activities will be provided to the complainant; however, the decision maker shall not identify such remedies. The Title IX Coordinator shall work with the complainant to design remedies consistent with the decision maker's findings.

- vi. The procedure and permissible bases for the complainant and respondent to appeal the determination (or dismissal).

The written determination shall be provided to the parties simultaneously. The determination concerning responsibility becomes final either on the date that CCSNH/College provides the parties with the written determination of the results of the appeal, if an appeal is filed (see subsection 9 below), or if an appeal is not filed, the date on which the appeal period expires. A complaint filed with an external agency is not an appeal for purposes of determining when a finding of responsibility becomes final.

## 8. Remedies, Supportive Measures and Sanctions

### i. Remedies

“Remedies” are measures used to ensure that the complainant has equal access to the College’s education programs and activities following a decision maker’s determination. Such remedies may include supportive measures and depend upon the determination and the needs of the complainant. The Title IX Coordinator is responsible for implementing remedies and providing any needed assistance to the complainant.

### ii. Supportive Measures

The Title IX Coordinator may continue and/or adjust supportive measures for the complainant following the conclusion of the procedure, based on the complainant’s needs at that time.

### iii. Sanctions

Sanctions against employee respondents, who are found to have committed the alleged conduct and thereby violated this policy, will be based on the circumstances and seriousness of the offense. Sanctions against CCSNH faculty and staff will be handled in accordance with employment policies or collective bargaining agreements governing discipline and dismissal. Sanctions may include, but are not limited to, mandated training, position reassignment, imposed workplace conditions, written warning, disciplinary suspension without pay, demotion, or dismissal.

## 9. Appeals

Parties have the opportunity to appeal a determination regarding responsibility, and from dismissals of formal complaints. Appeals are allowed on the following grounds:

- i. Procedural errors that affected the outcome of the matter;
- ii. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;



- iii. The Title IX Coordinator wrongfully concluded that the formal complaint did not constitute sexual harassment under this procedure and dismissed the formal complaint;
- iv. The Title IX Coordinator, investigator or decision maker had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that affected the outcome of the matter; or
- v. A sanction imposed was improper in light of mitigating or extenuating circumstances not known at the time that a party was provided an opportunity to comment on sanctions, if any, or was not properly considered by the decision maker.

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Unless granted an extension for good cause by the Title IX Coordinator before the expiration of the appeal period, appeals submitted after this deadline are not timely and shall not be considered.

- i. Appeals must be filed by email with the Title IX Coordinator, who shall refer it to the appropriate appeals officer.
- ii. The Title IX Coordinator shall provide a copy of the appeal to all other parties.
- iii. The other parties shall have seven calendar days to submit a written statement addressing the appeal.
- iv. The officer considering the appeal shall conduct an impartial review of the appeal, including consideration of the record of the matter, and may consult with other CCSNH/College officials and/or CCSNH counsel in making their decision.
- v. The appeals officer shall issue a written decision describing the result of the appeal and rationale for the result, and provide it simultaneously to the parties. The officer may: 1) deny the appeal; 2) grant the appeal and send back the matter to the decision maker for further consideration; 3) grant the appeal and send back the matter for a new live hearing before a new decision maker; 4) grant the appeal by revising the sanction; or 5) grant the appeal of a dismissal of a formal complaint and order that an investigation be conducted.

## 345 Severance Pay

*Date Approved:*

*Date of last Amendment:*

*Date Effective:*

*Approved by:*

345.1 CCSNH recognizes the importance of providing clear and accurate information to employees regarding compensation provided upon separation from employment with CCSNH.

- A. Definition: Severance pay at CCSNH is defined as compensation provided to an employee upon separation from the organization.
- B. Severance pay may be provided as a benefit pursuant to policy, including



policies set forth in an employee handbook, or a collective bargaining agreement. For clarity, severance pay practices are outlined below in instances of voluntary and involuntary separations.

- a. Severance pay for voluntary separations
  1. Faculty and Staff Covered by a Collective Bargaining Agreement
    - i. Annual leave will pay out accordance with the "Payment of Annual Leave" article of the in-force collective bargaining agreement.
    - ii. Sick leave will pay out only in the case of retirement in accordance with the *Payment Upon Separation* provision of the "Sick Leave" article of the in-force collective bargaining agreement.
  2. Administrative, Managerial, Professional and Operating Support Staff Exempt from the Collective Bargaining Process
    - i. Annual leave will pay out in accordance with the "Leave (Time Off) benefits" section of Handbook for Administrative, Managerial, Professional and Operating Support Staff Exempt from the Collective Bargaining Process.
    - ii. Sick leave will pay out only in the case of retirement in accordance with the "Leave (Time Off) benefit" section of Handbook for Administrative, Managerial, Professional and Operating Support Staff Exempt from the Collective Bargaining Process.
  3. Executive Officers and Administrators
    - i. Voluntary separation for those full-time executive and administrative positions categorized as unclassified personnel by the State of New Hampshire on June 30, 2007 shall receive upon termination of employment three (3) days salary for each year of full-time employment.
- b. Severance pay for involuntary separations
  1. Faculty and Staff Covered by a Collective Bargaining Agreement
    - i. Annual leave will pay out accordance with the "Payment of Annual Leave" article of the in-force collective bargaining agreement.
    - ii. Sick leave will pay out when an involuntary separation is due to retrenchment or death in accordance with the *Payment Upon Separation* provision of the "Sick Leave" article of the in-force collective bargaining agreement.
  2. Administrative, Managerial, Professional and Operating Support Staff Exempt from the Collective Bargaining Process
    - i. Annual leave will pay out in accordance with the "Leave (Time Off) benefits" section of Handbook for Administrative, Managerial, Professional and Operating Support Staff Exempt from the Collective Bargaining Process.

- ii. Sick leave will pay out when an involuntary separation is due to retrenchment or death in accordance with the "Leave (Time Off) benefit" section of Handbook for Administrative, Managerial, Professional and Operating Support Staff Exempt from the Collective Bargaining Process.
- c. As a general benefit, severance pay is limited as set forth above. This policy, however, is not intended to prohibit CCSNH from providing severance pay as part of the settlement of a claim (see CCSNH Board Policy 221).

## 382 Employee and Labor Relations (Executive Order 89-6)

*Date Approved: 3/21/1989*

*Date Effective: 6/28/2012*

*Date of last Amendment: 10/11/2018*

*Approved by: Ross Gittell, Chancellor*

### I Purpose:

CCSNH is committed to ensuring a drug-free workplace. Legal Requirements: In accordance with the Drug Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Subtitle D) employees are prohibited from the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance in the workplace. Chemical dependency can and does affect work performance and attendance.

### II Requirements: As a condition of employment employees are:

- (1) Prohibited from the use, possession, distribution, dispensation, or unlawful manufacture of any controlled substance while on the property of CCSNH or its colleges, during work hours, or while attending any CCSNH or college sponsored activity or function;
- (2) Prohibited from consuming alcohol while on duty or in the workplace and from reporting to work while under the influence of alcoholic beverages or controlled substances (drugs);
- (3) Driving any CCSNH or college owned vehicle, or driving a personal vehicle while on business for the CCSNH or its colleges, while under the influence of alcoholic beverages or controlled substances (drugs);
- (4) Required to report in writing to the College or CCSNH Human Resources Office any criminal conviction based on the unlawful use, possession, distribution, dispensation or manufacture of a controlled substance where the violation occurred on CCSNH or its college premises or that occurs in the workplace. The reporting of such incidents must occur within five (5) calendar days from entry of the trial court's decision, regardless of whether an appeal is taken.

### III Sanctions:

- (1) Conviction of a drug-related crime shall be a basis for disciplinary action, up to and including termination.
- (2) A notice of the drug conviction shall be placed in the employee's personnel file in accordance with normal disciplinary procedures.
- (3) Conviction of a drug-related crime shall require the employee to utilize the services of the CCSNH's employee assistance program and successfully complete

an approved drug abuse assistance or rehabilitation program recommended by the EAP as a condition of continued employment.

#### IV. Programs:

CCSNH and its colleges shall initiate a drug-free awareness program which informs CCSNH employees of the dangers of drug abuse in the workplace; the CCSNH rules and policies requiring a drug-free workplace; or the availability of employee assistance programs; and of the penalties that may be imposed for abuse violations occurring in the workplace.

## 383.01 Remote Work Policy

*Date Approved: 8/17/2021*

*Date of last Amendment: N/A*

*Date Effective: 8/18/2021*

*Approved by: Susan Huard, Interim Chancellor*

### 1. Policy Statement

Remote Work is an arrangement under which employees perform their assigned duties and other authorized activities from an approved site other than the assigned Community College System of New Hampshire (CCSNH) institution for a pre-approved length of time on a consistent or occasional basis. CCSNH has adopted a Remote Work Policy to enable staff employees in certain positions to work from an alternate workspace on a full or part-time basis. The Remote Work Program is discretionary and does not create an employee right or entitlement, except for employees with disabilities for whom Remote Work is determined as a reasonable accommodation.

### 2. Scope of Program

CCSNH is committed to having employees physically present to provide direct services, interact with and coordinate work activities with colleagues, and maintain operations. While working remotely, employees are expected to follow their assigned work schedule and ensure assigned duties are completed. A remote work arrangement may be initiated by an employee's request or by a CCSNH institution as a condition of employment or as required for the continuity of operations, programs, and services.

### 3. Eligibility

3.1 This policy applies to CCSNH full-time and part-time employees assigned to a staff position. A staff employee interested in remote work must meet the following eligibility criteria:

- Possesses a thorough knowledge and understanding of their assigned job duties and responsibilities
- Job performance is currently in good standing (i.e., "successfully achieving expectations" or "consistently exceeding expectations"); and
- Remote workspace meets standards set forth for safety and adequately supports the employee's work duties/responsibilities and information technology requirements.

- 3.2 At management's discretion, newly appointed staff employees may be assigned to work remotely on a full-time or part-time basis.
- 3.3 All remote work arrangements must be approved by the employee's supervisor, department head (if not supervisor), chancellor's or president's designee, human resources, college president or chancellor, or their designee.

#### 4. Responsibilities and Expectations

- 4.1 Professionalism in terms of job responsibilities and workplace relations, and productivity shall continue to follow the high standards set for all personnel at CCSNH.
- 4.2 An employee's salary, job responsibilities, number of hours worked, and benefits remain unchanged if transitioned to a remote work arrangement.
- 4.3 All CCSNH policies, including those related to ethics/conduct, data security, timekeeping, and safety, will continue to apply when an employee is working at an alternate workspace.
- 4.4 Any modifications to the employee's work schedule, including leave usage, must be reviewed and approved by the supervisor in advance. In addition, if an employee is eligible for overtime, an employee's supervisor must approve such hours in advance.
- 4.5 An employee, who is assigned/scheduled to work remotely or offsite during the period of designated closure for their CCSNH institution, is not impacted by the institutional closure and is required to work their scheduled work hours. If the employee is unable to perform their assigned work hours, they must contact their supervisor to adjust their work schedule to make up for the missed work time or to request the use of accrued leave.
- 4.6 The employee must be available through phone or electronic devices during their scheduled work hours.
- 4.7 As designated by an employee's supervisor or department head, there will be meetings and other responsibilities that require the employee's presence on-site.
- 4.8 The employee is not allowed to hold meetings (other than virtual meetings) at the alternate worksite or invite coworkers to the alternate work site during working hours.
- 4.9 Working remotely is not a substitute for child/dependent care. The employee must ensure that suitable childcare and dependent care arrangements are in place during working hours.

#### 5. Remote Workspace Requirements

- 5.1 The employee shall designate a safe, quiet, well-lit and ergonomically sensible workspace, free from hazards or obstructions. The employee shall maintain this workspace so that it continues to be free from hazards and other dangers to the employee and equipment. To be eligible for a remote work arrangement, the

employee must complete the CCSNH Remote Workspace Assessment and Certification Form and submit the completed form to Human Resources.

- 5.2 At management's discretion, an on-site inspection of the employee's remote workspace may be conducted before the Remote Work arrangement is granted.
- 5.3 Each CCSNH institution may require subsequent workspace assessments to be completed by the employee and may make visits to the employee's remote workspace at a mutually agreed upon time for purposes of determining that the remote work site is safe and free from hazards and to maintain, repair, inspect, or retrieve CCSNH-owned equipment, software, data, supplies, or property. In the event that the employee reports a work-related injury or accident occurring at their remote workspace, CCSNH shall have the right to immediately schedule an inspection of the workspace at CCSNH's convenience.
- 5.4 The employee agrees that CCSNH will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, insurance, internet connection) associated with the use of the employee's residence or other remote workspace or for the expenses incurred by the employee in making an alternate workspace suitable for working remotely.
- 5.5 Workspace repairs or alterations necessary to meet minimum safety requirements are the employee's sole responsibility.
- 5.6 The employee agrees to maintain a policy of homeowners or renters' insurance covering liability and damage to CCSNH property resulting from circumstances outside of the employee's control.
- 5.7 All CCSNH materials and documents shall be kept in the designated alternate workspace and shall only be accessed by the employee. The employee must take adequate measures to safeguard confidential or other sensitive information.

## 6. Equipment, Supplies, and IT Support

- 6.1 Each CCSNH institution will provide the necessary equipment for the employee to work remotely, which may include computer hardware, computer software, email, Voice Over Internet Protocol (VOIP), voicemail, connectivity to host applications, and other applicable equipment as deemed necessary. CCSNH does not permit the use of home computers (PCs/Laptops) for performing remote work.
- 6.2 The use of CCSNH owned equipment, software, data supplies, and furniture at the employee's remote work location is limited to authorized persons and for the purposes relating to CCSNH business. CCSNH equipment shall not be used for personal purposes.
- 6.3 The employee shall utilize their institution's IT Helpdesk to resolve technology issues and problems associated with networks and operating systems. In addition, the employee shall work with their IT Department to ensure that technology upgrades are implemented in accordance with their institution's requirements.

- 6.4 Any hardware or software purchased by CCSNH remains the property of the CCSNH and will be returned upon request or if the remote work agreement is terminated. Work products developed and any data created by or transferred to the employee while working remotely remains the property of CCSNH and shall be provided to the employee's CCSNH institution, as directed.
- 6.5 Software owned or licensed by CCSNH may not be duplicated, and the employee must adhere to the manufacturer and employer's licensing agreements. No software is to be installed on a CCSNH-owned device without first contacting the IT Department of the employee's CCSNH institution. Under no circumstance shall the employee remove any protective measures installed by CCSNH on a CCSNH-owned device.
- 6.6 All electronic data shall be accessed, handled, and stored in accordance with CCSNH, institutional, and departmental policies and procedures. All data shall be saved to an appropriate CCSNH network drive or server and not on the hard drive of the computer at the remote workspace.
- 6.7 Office supplies will be provided by CCSNH institution and may be obtained from the employee's supervisor. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's supervisor.

## 7. Liability

- 7.1 Should the employee be involved in an accident or injured while performing their assigned job duties at their approved remote work site, and the employee must notify their Human Resources Office immediately to report any such accident or injury. The employee is responsible for completing any required forms for a work-related accident.
- 7.2 CCSNH is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

## 8. Income Tax

- 8.1 It is the employee's responsibility to determine any income tax implications of maintaining an alternate worksite. CCSNH will not provide tax guidance, nor will CCSNH assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

## 9. Evaluation of Remote Work Program

- 9.1 The employee shall agree to participate in all studies, inquiries, reports, and analyses relating to this program. The employee remains obligated to comply with all CCSNH rules, practices, and instructions.

## 10. Introductory Period

- 10.1 When an employee transitions to a remote work arrangement, there will be a 30-day introductory period for both the employee and CCSNH to decide if the arrangement should continue. The introductory period may be extended for an additional 30 days as may be needed to complete a thorough assessment of the remote working arrangement.
- 10.2 During this introductory period, CCSNH, at its sole discretion, may require the employee to return to an office-based work situation without prior notice. The remote working arrangement will continue only by mutual consent by both the employee and the CCSNH institution.

## 11. Discontinuation of Remote Working Arrangement

- 11.1 The CCSNH institution may, at its sole discretion, determine that an employee who has been in a remote work arrangement should return to an on-site work situation. The CCSNH institution shall provide written notice of the return to on-site work and the reason(s) thereof to the affected employee at least fourteen (14) calendar days before the effective date of the return to on-site work.
- 11.2 An employee may request to terminate the remote working arrangement by submitting a written request to their Human Resources Office. In such circumstances, the return to on-site work will take into consideration the available workspace, and the operational needs of the CCSNH institution as well as the employee's request will be taken into consideration. Where feasible, the employee will be transitioned to on-site work on either a full-time or part-time basis.
- 11.3 If an employee returns to the worksite or leaves CCSNH, the employee must return all office equipment and property belonging to CCSNH in the condition in which it was received, except for normal wear and tear. The employee is responsible for returning all CCSNH property in their possession no later than twenty-four (24) hours from their last day of work.

## 383.02 Coronavirus Workplace Policy

*Date Approved:* 8/17/2021

*Date of last Amendment:* 3/22/2024

*Date Effective:* **RESCINDED**

*Approved by:* Mark Rubinstein, Chancellor

SLT approved 3/7/2024 - Policy Rescinded 3/22/2024