

BEFORE THE WASHINGTON STATE
EXECUTIVE ETHICS BOARD

In the Matter of:

Julie Schillreff

Respondent.

No. 2023-054

STIPULATED FACTS,
CONCLUSIONS OF LAW AND
AGREED ORDER

THIS STIPULATION is entered into by Respondent, Julie Schillreff and Board Staff of the WASHINGTON STATE EXECUTIVE ETHICS BOARD (Board) through KATE REYNOLDS, Executive Director, pursuant to chapter 42.52 RCW, chapter 34.05 RCW, and WAC 292-100-090(1). The following stipulated facts, conclusions of law, and agreed order will be binding upon the parties if fully executed, and if accepted by the Board without modification(s), and will not be binding if rejected by the Board, or if the Respondent does not accept the Board's proposed modification(s), if any, to the stipulation. This stipulation is based on the following:

A. STIPULATED FACTS

1. On June 11, 2023, the Executive Ethics Board (Board) received a complaint alleging that Julie Schillreff, a Teacher Education Instructor with Yakima Valley College (YVC), may have violated the Ethics in Public Service Act. The complaint alleged that Julie Schillreff violated RCW Chapter 42.52, by receiving compensation for outside activities.

2. According to the complaint, Julie Schillreff allegedly worked for both Mount Adams School District and Heritage University while also a fully contracted employee with YVC, in violation of YVC Policy 4.38 Outside Employment.

3. According to YVC, Julie Schillreff was hired on January 2, 2020, as a Teacher Education Instructor. Julie Schillreff's contract was not renewed at the end of the 2022-2023 academic year and their last day was June 15, 2023. While employed with YVC, Julie Schillreff's work schedule was Monday thru Friday and required 35 hours per week.

4. Board staff obtained a copy of YVC Policy 4.38 Outside Employment. Policy 4.38 reads, in pertinent part:

Outside employment shall not conflict with official duties of Yakima Valley College. Outside employment shall be consistent with the state ethics laws.

All outside employment should be self-reported to the director of human resource services in advance. Employees who choose not to self-report outside employment accept full responsibility for potentially violating college policies and/or violations of state ethics laws.

If one or more of the following factors apply, prior approval is strongly recommended prior to commencing the outside employment in addition to the notification:

- *The outside employment involves the same or similar kind of work as the employee's state job.*
- *The outside employment gives rise to an appearance that the outside employer could be influencing the judgment of the state employee on matters that affect the outside employer.*
- *The outside employment gives rise to an appearance that the state employee is using state resources -such as time, facilities, and equipment -in the performance of his or her work for the outside employer.*
- *The outside employer has interests that could be significantly affected by the performance or non-performance of the state employee's official duties.*
- *There is a potential that the outside employment could or appear to conflict or interfere with the duties, objectives or interests of YVC in any manner.*
- *The outside employer is another agency of the state of Washington.*

5. In Julie Schillreff's written response to Board staff, they stated, "I did do contract work with the Mt. Adams School District and adjunct work with Heritage University during my time working at YVC. However, at no point was I made aware that this work was in violation of YVC policy and at no point did my outside work interfere with my ability to fulfill my duties as a YVC faculty member."

6. Julie Schillreff further stated, “I was not provided with an orientation when I was hired, nor was I ever instructed to complete an ethics training. At no point was I made aware of the YVC’s 4.28 Policy of Outside Employment.”

7. Board staff contacted YVC HR, to ascertain whether Julie Schillreff had ever received any formal orientation, ethics training, or received and acknowledged receipt of their Outside Employment Policy. According to Alma Ramirez, YVC Ethics Advisor, “[a]ll new employees receive a New Employee orientation packet” which includes YVC Policy 4.38 and an Ethics in Public Service RCW 42.52 packet.

8. As part of this investigation, Board staff obtained a forensic copy of Julie Schillreff’s YVC computer. Utilizing Magnet Axiom software, the contents were examined. The following activity was flagged as related to Julie Schillreff’s outside employment activity:

- **Mount Adams:** Evidence of web logins to Julie Schillreff’s Mt. Adams web and email accounts
- **Heritage:** Evidence of web logins to Julie Schillreff’s Heritage University accounts, including *saved passwords* for:
 - Heritage.edu email account
 - Myheritage.edu
 - Heritage Zoom account
 - Heritage Course Evaluations
- **Personal Gmail:** Evidence of logins to Julie Schillreff’s personal Gmail account, including iCloud account and Facebook.

9. Board staff emailed Julie Schillreff a copy of the above noted activity and provided them the opportunity to respond.

10. In Julie Schillreff’s written response to Board staff, they confirmed they logged into Heritage, Mt. Adams, and their personal Gmail accounts on their work computer. Julie Schillreff further explained that the accounts accessed all “housed materials I have adapted for my YVC courses.”

11. Julie Schillreff further stated, “[a]ll the documents I turned in to my supervisors were linked Google documents from my personal accounts, so my program directors and deans were aware that I was using those accounts for YVC purposes.”

12. Julie Schillreff further advised, “[b]oth Melissa and Liz (two of my supervisors when I was in person) witnessed me doing this and didn’t say anything about it. In fact, they both urged me to use my Mt. Adams account while working on my YVC computer.”

13. Julie Schillreff additionally stated, “[w]hen he was my program director, Keith encouraged me to use my Mt. Adams connections to find out about COVID re-opening plans and to place candidates. Each of these people (Melissa, Liz, and Keith) were copied on the emails they encouraged me to send. Not only did they not tell me using my other accounts at YVC was not allowed, but they encouraged me to do it for the benefit of the program.”

14. Lastly, Julie Schillreff stated they were contracted to work for YVC for seven-hour days, however, due to meetings and other work related issues like evening classes, their days often spanned upwards of twelve hours. Due to that fact, Julie Schillreff stated they would sometimes access their Mt. Adams or Heritage emails outside of their contract YVC hours, while still at YVC on their YVC computer.

15. Based on Julie Schillreff’s statements, Board staff contacted Alma Ramirez, YVC ethics advisor, to obtain contact info for “Melissa, Liz, and Keith.” According to Alma Ramirez, Melissa and Liz are no longer YVC employees.

16. According to Keith Reyes, they served as YVC’s Program Director but clarified they were never in a supervisory position over faculty, including Julie Schillreff. Keith Reyes stated they do not recall having any specific conversations with Julie Schillreff about Mt. Adams. Keith Reyes further advised they were unaware that Julie Schillreff was also employed by Mt.

Adams, they were only aware that Julie Schillreff served as a field supervisor, a YVC employee who observes YVC's student teachers placed at local school districts, including Mt. Adams.

17. Keith Reyes further advised they were unaware that Julie Schillreff had ever utilized their Mt. Adams email to send correspondence, while in their YVC duties. Keith Reyes stated they went back and reviewed old emails, to which they located *one* email which Julie Schillreff sent from their Mt. Adams account. Keith Reyes stated they assumed, at the time, the email had been sent from Julie Schillreff's YVC account and did not notice the email address at the time. Regarding Julie Schillreff's statement about Keith Reyes asking them to explore "COVID re-opening plans and to place candidates," Keith Reyes advised they would have not asked Julie Schillreff to do that. Lastly, Keith Reyes provided Board staff with contact information for Skye Field, YVC Dean of Workforce Education.

18. According to Skye Field, they were unable to comment on Julie Schillreff's statements about coworkers and supervisors "knowing" that Julie Schillreff was using their YVC computer to log onto their other school accounts.

19. Board staff asked Skye Field if Julie Schillreff had received ethics training or been provided a copy of the YVC outside employment policy. Skye Field stated, "[a]ll staff are supposed to be provided with WA State Ethics training and YVC has college policies about de minimis use of technology available on our policies and procedures intranet."

20. Board staff sent emails to both Mount Adams and Heritage University HR Departments, to ascertain what exactly Julie Schillreff's duties entailed and what their scheduled hours were.

21. According to Dana Jarnecke, Mt. Adams Executive Director of Teaching and Learning, Julie Schillreff has been an independent contractor with Mt. Adams since January 2020.

22. Dana Jarnecke further advised that Julie Schillreff does not have a “set” schedule, they merely work the time/hours necessary to carry out their responsibilities. Lastly, Dana Jarnecke advised that Julie Schillreff’s hours vary each month.

23. According to Andrew Sund, President of Heritage University, Julie Schillreff was a full-time teacher for Heritage University, *prior* to taking a job with state employment. Julie Schillreff has been a contract adjunct professor, part-time, since 2017. Andrew Sund advised that Julie Schillreff teaches Sociology classes, typically one per semester, and advised that the majority of the work can be done at any time (eg: nights and weekends). Additionally, Andrew Sund provided the following copies of Heritage University contracts of classes taught by Julie Schillreff. Each contract noted one class per semester, which was “5.63 hours per week.”

- January 11, 2021 – May 7, 2021 (5.63 hours per week)
- August 23, 2021 – December 10, 2021 (5.63 hours per week)
- January 18, 2022 – May 6, 2022 (5.63 hours per week)
- August 22, 2022 – December 2, 2022 (5.63 hours per week)
- August 21, 2023 – December 8, 2023 (5.63 hours per week)
- January 16, 2024 – May 3, 2024 (5.63 hours per week)

24. Julie Schillreff maintains that any violations that may have occurred were unintentional.

25. Julie Schillreff’s multiple work positions were all part-time in nature and because of the flexibility afforded her in those positions, Julie Schillreff could have worked for either Mount Adams School District or Heritage University without doing so during YVC scheduled time.

B. CONCLUSIONS OF LAW

1. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from Use of persons, money or property for private gain. RCW 42.52.160 states:

No state officer or state employee may employ or use any person, money, or property under the officers or employees official control or direction, or in his or her official custody, for the private benefit or gain of the officer, employee or another.

WAC 292-110-010 Use of state resources, states, in part:

.....

(3) Permitted personal use of state resources. This subsection applies to any use of state resources not included in subsection (2) of this section.

(a) A state officer or employee's use of state resources is de minimis only if each of the following conditions are met:

- (i) There is little or no cost to the state;
- (ii) Any use is brief;
- (iii) Any use occurs infrequently;
- (iv) The use does not interfere with the performance of any state officer's or employee's official duties;
- (v) The use does not compromise the security or integrity of state property, information systems, or software;
- (vi) The use is not for the purpose of conducting an outside business, in furtherance of private employment, or to realize a private financial gain; and
- (vii) The use is not for supporting, promoting the interests of, or soliciting for an outside organization or group.

2. The Board is authorized to impose sanctions for violations to the Ethics Act pursuant to RCW 42.52.360. The Board has set forth criteria in WAC 292-120-030 for imposing sanctions and consideration of any mitigating or aggravating factors.

C. AGGRAVATING AND MITIGATING FACTORS

In determining the appropriateness of the civil penalty, the Board reviewed the criteria in WAC 292-120-030. In the matter at hand, there are no aggravating or mitigating factors.

D. STIPULATION AND AGREED ORDER

1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over Julie Schillreff and over the subject matter of this complaint.
2. Under RCW 34.05.060, the Board can establish procedures for attempting and executing informal settlement of matters in lieu of more formal proceedings under the Administrative Procedures Act, including adjudicative hearings. The Board has established such procedures under WAC 292-100-090.
3. Pursuant to WAC 292-100-090(1), the parties have the authority to resolve this matter under the terms contained herein, subject to Board approval.
4. Julie Schillreff agrees that if any or all of the alleged violations were proven at a hearing, the Board may impose sanctions, including a civil penalty under RCW 42.52.480(1)(b) of up to \$5,000, or the greater of three times the economic value of anything received or sought in violation of chapter 42.52 RCW, for each violation found. The Board may also order the payment of costs, including reasonable investigative costs, under RCW 42.52.480(1)(c).
5. Julie Schillreff further agrees that the evidence available to the Board is such that the Board may conclude they violated the Ethics in Public Service Act. Therefore, in the interest of seeking an informal and expeditious resolution of this matter, the parties agree to entry of the stipulated findings of fact, conclusions of law and agreed order.
6. Julie Schillreff waives the opportunity for a hearing, contingent upon acceptance of this stipulation by the Board, or their acceptance of any modification(s) proposed by the Board, pursuant to the provisions of WAC 292-100-090(2).
7. If the Board accepts this stipulation, the Board agrees to release and discharge from all further ethics proceedings under chapter 42.52 RCW for any allegations arising out of the facts

in this matter, subject to payment of the full amount of the civil penalty due and owing, any other costs imposed, and compliance with all other terms and conditions of the stipulation. Julie Schillreff in turn agrees to release and discharge the Board, its officers, agents and employees from all claims, damages, and causes of action arising out of this complaint and this stipulation.

8. If the Board accepts this stipulation, it does not purport to settle any other claims between Julie Schillreff and the Washington State Executive Ethics Board, the State of Washington, or other third party, which may be filed in the future. No other claims of alleged violations are pending against Julie Schillreff at this time.

9. If the Board accepts this stipulation, it is enforceable under RCW 34.05.578 and any other applicable statutes or rules.

10. If the Board rejects this stipulation, or if Julie Schillreff does not accept the Board's proposed modification(s), if any, this matter will be scheduled for an administrative hearing before the Board. If an administrative hearing is scheduled before the Board, Julie Schillreff waives any objection to participation by any Board member at the hearing to whom this stipulation was presented for approval under WAC 292-100-090(2). Further, Julie Schillreff understands and agrees that this stipulation as well as information obtained during any settlement discussions between the parties shall not be admitted into evidence during the administrative hearing, unless otherwise agreed by the parties.

11. Julie Schillreff agrees to pay a civil penalty in the amount of three hundred dollars (\$300) associated with violations of RCW 42.52.

12. The civil penalty in the amount of three hundred dollars (\$300) is payable in full to the Washington State Executive Ethics Board within forty-five (45) days after this stipulation is signed and accepted by the Board, or as otherwise agreed to by the parties.

I. CERTIFICATION

I, Julie Schillreff, hereby certify that I have read this stipulation in its entirety, that my counsel of record, if any, has fully explained the legal significance and consequence of it. I further certify that I fully understand and agree to all of it, and that it may be presented to the Board without my appearance. I knowingly and voluntarily waive my right to a hearing in this matter and if the Board accepts the stipulation, I understand that I will receive a signed copy.


Julie Schillreff
Respondent

9 October 2024
Date

Presented by:


KATE REYNOLDS
Executive Director

10/22/24
Date

II. ORDER

Having reviewed the proposed stipulation, WE, THE STATE OF WASHINGTON EXECUTIVE ETHICS BOARD, pursuant to WAC 292-100-090, HEREBY ORDER that the Stipulation is

✓ ACCEPTED in its entirety;
____ REJECTED in its entirety;
____ MODIFIED. This stipulation will become the order of the Board if the Respondent approves* the following modification(s):

DATED this 8th day of November 2024.

Approved Vebally
Kelli Hooke, Chair

Megan Abel
Megan Abel, Vice Chair

Jan M Jutte
Jan Jutte, Member

Approved Vebally
Cam Comfort, Member

David Hankins
David Hankins, Member

* I, Julie Schillreff, accept/do not accept (circle one) the proposed modification(s).

Julie Schillreff, Respondent Date