



# **SAN FRANCISCO BAY UNIVERSITY**

## **Employee Handbook**

**March 3, 2025**

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# Table of Contents

<b>INTRODUCTION.....</b>	<b>8</b>
About this Handbook.....	8
At-will Employment.....	9
Open-door.....	9
Reporting Illegal or Improper Behavior.....	10
<b>EQUAL EMPLOYMENT OPPORTUNITY.....</b>	<b>10</b>
Workplace and Academic Setting Relationship Policy.....	11
Policy on Prohibited Discrimination, Harassment, and Retaliation.....	11
I. Statement of University Values.....	11
II. Statement of Non-Discrimination.....	12
III. Scope.....	12
IV. Resolution of Reports of Discrimination, Harassment, and Retaliation.....	14
V. Intersection and Coordination with Other University Policy.....	14
VI. Definitions of Prohibited Conduct:.....	15
A. Discrimination.....	15
B. Harassment.....	16
C. Sex-Based Harassment.....	18
D. Sexual Assault.....	18
E. Dating Violence.....	18
F. Domestic Violence.....	19
G. Stalking.....	19
H. Sexual Exploitation.....	19
I. Retaliation.....	20
VII. Related Definitions.....	20
A. Consent.....	20
B. Incapacitation.....	21
VIII. Privacy and Confidentiality.....	22
A. Privacy.....	23
B. Confidentiality.....	23
C. Release of Information by the University.....	23
IX. Reporting Responsibilities of University Employees.....	24
A. Confidential Resources.....	24
B. All Other Employees.....	25
C. Mandatory Reporting of Child Abuse and Neglect.....	26
X. Reporting Options.....	26
A. Time Frame for Reporting.....	27
B. Amnesty.....	27
C. Coordination with Law Enforcement.....	27

D. Obligation to Provide Truthful Information.....	28
XI. Response to A Report or Complaint of Prohibited Conduct.....	28
A. Supportive Measures.....	28
B. Initial Assessment.....	30
C. Overview of Initial Assessment.....	31
XII. Overview of the University's Resolution Processes.....	32
A. Time Frame for Resolution.....	33
B. Advisor and Support Person.....	33
C. Initiating a Complaint.....	34
D. Consolidation of Complaints.....	35
E. Balancing Complainant Autonomy with the University's Responsibility to Investigate.....	35
F. Emergency Removal.....	36
G. Administrative Leave.....	37
XIII. Informal Resolution Process.....	37
XIV. Formal Resolution Process: Investigation.....	38
A. Initiating an Investigation.....	39
B. Notice of Allegations.....	40
C. Acceptance of Responsibility.....	41
D. Investigative Steps.....	41
E. Witnesses.....	41
F. Gathering of Evidence.....	42
G. Relevance.....	42
H. Medical and Counseling Records and Other Privileged Information.....	43
I. Expectations of the Parties.....	44
J. Effect of Withdrawal from the University.....	44
K. Safeguarding the Privacy of Complainants and Respondents.....	44
L. Timing of Investigation.....	45
XV. Formal Resolution Process: Determination, Sanction, and Appeal.....	45
A. Formal Resolution Process for Allegations of Prohibited Conduct that is not Sex Discrimination and Sex-based Harassment.....	45
B. Formal Resolution Process for Allegations of Sex Discrimination including Sex-based Harassment.....	46
C. Sanction(s).....	49
D. The Written Outcome Letter.....	51
E. Appeals.....	52
XVI. Prevention and Education.....	53
XVII. Training, Documentation, and Record Retention Policies.....	53
Whistleblower Protection Policy.....	54
Reasonable Accommodation.....	55
American with Disabilities Act; California Fair Employment Housing Act.....	56

Religious Accommodation.....	59
Retaliation for accommodation requests.....	60
<b>GENERAL EMPLOYMENT INFORMATION.....</b>	<b>60</b>
Introductory Period.....	60
Regular and Temporary Employment.....	61
Academic Year and Full Year Employment.....	61
Faculty and Non-Faculty Employees.....	61
Full-time and Part-time Employment.....	61
Job Duties.....	62
Work Schedules.....	62
Family Friendly Workplace.....	63
Employment of Relatives.....	63
Volunteers & Internships.....	63
Personnel Records.....	63
News Media Contacts.....	64
Bridging of Time.....	64
<b>COMPENSATION AND PAYROLL PRACTICES.....</b>	<b>64</b>
Payroll Classifications.....	64
Overtime for Non-Exempt Employees.....	65
Timekeeping Requirements.....	65
Payment of Wages.....	66
Meal and Rest Periods (Non-Exempt Employees only).....	67
Lactation Accommodation.....	68
Call-in Pay (Non-Exempt Employees Only).....	69
Pay for Mandatory Meetings/Training.....	69
Reduced Salary for Exempt Employees.....	70
Makeup Time.....	70
Advances.....	71
Expense Reimbursement.....	71
<b>STANDARDS OF CONDUCT AND JOB PERFORMANCE.....</b>	<b>72</b>
Employee – Student Interactions.....	72
Employee Concern Resolution.....	73
Performance Evaluations.....	74
Conflicts of Interest.....	74
Discipline and Rules of Conduct.....	77
Off-duty Conduct.....	79
Outside Employment.....	80
Drug and Alcohol Abuse.....	80
Reporting of Suspected Child Abuse and Neglect.....	82
Punctuality and Attendance.....	85
Dress Code and Other Personal Standards.....	85

Professional Relations.....	85
Confidentiality and Proprietary Information.....	86
Business Conduct and Ethics.....	87
Use of Employer Property.....	87
Off-duty Use of Facilities.....	88
Personal Property.....	88
Inspection of Property.....	88
Personal Information.....	88
Health and Safety.....	89
Ergonomics.....	90
Smoking.....	91
Parking.....	91
Solicitation and Distribution of Literature.....	91
Conducting Personal Business.....	91
Employees Who are Required to Drive.....	92
Safe Use of Personal Devices.....	92
Human Resources Bulletin Board.....	93
<b>PAID TIME OFF.....</b>	<b>93</b>
Holidays.....	93
Vacation.....	94
Sick Leave.....	97
<b>LEAVES OF ABSENCE.....</b>	<b>99</b>
General Procedures for All Leaves.....	99
Family and Medical Leave.....	101
California Family Rights Act.....	109
Discretionary Medical Leave.....	114
Pregnancy Disability Leave.....	115
Workers' Compensation Leave.....	116
Organ/ Bone Marrow Donor Leave.....	116
Civil Air Patrol.....	117
Military Leave.....	117
Alcohol/Drug Rehabilitation Leave.....	117
Personal Leave.....	118
<b>OTHER TIME OFF.....</b>	<b>118</b>
Victims of Domestic Violence, Sexual Assault and Stalking.....	118
Crime Victims Leave.....	119
Voting.....	119
Jury Duty and Witness Duty.....	119
Leave for Volunteer Rescue Personnel.....	120
Emergency Personnel Leave.....	120
School Disciplinary.....	121

Bereavement Leave.....	121
Non-FMLA/CFRA Leaves.....	123
<b>EMPLOYEE BENEFITS.....</b>	<b>125</b>
Medical Insurance.....	125
Dental Insurance.....	126
Vision Insurance.....	127
Short-Term Disability Insurance.....	127
Long-Term Disability Insurance.....	127
Workers' Compensation Insurance.....	128
Life Insurance.....	128
Flexible Spending Account Plan.....	128
Health Savings Account.....	128
Unemployment Compensation Insurance.....	128
Medical Insurance for Early Retirees.....	129
Retirement Plan.....	130
Social Security.....	130
<b>LEAVING SFBU.....</b>	<b>130</b>
Procedures upon Termination.....	130
<b>TECHNOLOGY.....</b>	<b>131</b>
Cell Phone/Wireless Communication Device.....	131
Information Technology Policy.....	131
Technology Resources.....	131
Improper Use of Technology Resources.....	134
Intellectual Property Policy.....	134
Other Prohibited Uses.....	134
Security.....	135
Confidential Information.....	135
Use of Personal Devices for School Business.....	136
Social Media.....	137
Social Media Contacts with Students and Their Families.....	138
<b>Faculty Handbook (Revision Adopted 1/18/25 by unanimous Faculty Assembly Vote)...</b>	<b>139</b>
Preface.....	139
Academic Freedom.....	139
SFBU Pillars of Student Success.....	139
Faculty Assembly.....	140
Faculty Assembly Officers.....	140
Chair.....	140
Vice Chair.....	140
Secretary.....	141
Adjunct Representative.....	141
Faculty Assembly Officer Terms.....	141

Faculty Assembly Participation.....	141
Faculty Assembly Eligibility and Voting.....	142
Day-To-Day Academic Operations.....	142
Academic Affairs Structure.....	143
Center for Empowerment and Pedagogical Innovation (CEPI).....	143
Faculty Responsibilities and Duties.....	144
Faculty Rank and Review.....	146
Faculty Grievances.....	147
Syllabus Maintenance and New Courses.....	147
New Academic Programs.....	148
Academic Assessment and Program Review.....	148
Amendments to the Faculty Handbook.....	148
Confirmation of Receipt of Handbook.....	149



## INTRODUCTION

Welcome! As an employee of San Francisco Bay University (SFBU), a small, private, non-profit institution of higher education, you are an important member of a team effort towards excellence in education for a capable and diverse student body. Whether you interact with students or participate in the administration of the academic community, we hope that you will find your position with SFBU rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new colleagues. We look to you and the other employees to contribute to the success of San Francisco Bay University, which has been educating young people since it was founded in 1984.

SFBU offers bachelors, masters, and doctoral degrees in engineering and business. All degree programs are accredited by WASC Senior College and University Commission (WSCUC).

Your supervisor or Human Resources will be happy to answer any questions you may have about the content of the handbook.

## About this Handbook

This handbook is intended to help familiarize employees, other than student employees, with the policies, programs, benefits, and job performance and behavior guidelines of SFBU. Please note that nothing in this handbook is intended to create a contract of employment, express or implied, or to modify your at-will employment relationship with SFBU. Your status as an “at-will” employee may not be changed except in writing signed by the President of SFBU. This handbook replaces all prior handbooks, manuals, policies, and benefit statements that are inconsistent with the policies in this handbook. The University may change its policies and practices from time to time, therefore, SFBU reserves the right to modify, rescind, delete, or add to any provision or policy, except for the at-will employment policy. Additionally, please note that this handbook is but one of many resources available to employees. If you have questions, you are encouraged to ask your supervisor, or to contact The Human Resources Department by email at [hrmgr@sfbu.edu](mailto:hrmgr@sfbu.edu).



## Diversity Statement

San Francisco Bay University strongly believes in diversity in all its many forms at every level of our university as we find having a broad spectrum of perspectives and backgrounds vital to accomplishing our mission. Diversity is essential in furthering social justice, educational quality, and career success. SFBU is dedicated to fostering a culture that promotes, supports, and respects diversity throughout our university. Diversity includes, but is not limited to, race, color, religion, age, marital status, sexual orientation, gender, ethnic origin, national origin, ancestry, military or veteran status, and physical impairment.

## At-will Employment

One important aspect of your employment is that your employment relationship with SFBU is “at-will.” This means that employment with SFBU may be terminated by either you or SFBU at any time, for any reason, with or without any cause or advance notice. Please understand that nothing contained in this handbook is intended, nor should it be construed, to alter the at-will relationship between you and SFBU. Although SFBU reserves the right to change from time-to-time other terms, conditions and benefits of employment (such as job titles, reporting relationships, job duties, and compensation), the at-will nature of the employment with SFBU is one aspect of our employment relationship with you that will not change, except by way of an express written agreement, signed by you (or your agent) and by the President of SFBU.

## Open-door

Suggestions for improving SFBU are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the University.

If you wish to raise an issue, please take the following steps:

- Bring the situation to the attention of your immediate supervisor, who will then investigate and provide a response or explanation.
- If the issue persists, you may describe it in writing and present it to the Chief Operating Officer and Vice Provost of Academic Affairs (faculty employees) or the Human Resources Director (non-faculty employees), who will investigate and provide a response or explanation. We encourage you to bring the matter to the Chief Operating Officer and Vice Provost for Academic Affairs or the Human Resources Director as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If the issue is not resolved, you may present it in writing to the President, who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the University, cannot guarantee

that every problem will be resolved to your satisfaction. However, SFBU values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

## Reporting Illegal or Improper Behavior

SFBU encourages its employees to report suspected or actual illegal or improper activity, financial or otherwise. The University will not condone any activity that is illegal or improper, whether done by a Board member or employee.

Report to the President or the Chair of the Board any activities that you believe to be illegal or improper. Employees should refer to Appendix B for procedures to report financial fraud or dishonest activities and to the Equal Employment Opportunity policies in this handbook for procedures to report discrimination or harassment.

Employees will be protected against retaliatory actions resulting from reporting such activities. Any employee who feels that adverse action has been taken toward him/her due to a report of illegal or improper activity should notify the President or the Chair of the Board as soon as possible.

## EQUAL EMPLOYMENT OPPORTUNITY

SFBU is an equal opportunity employer. SFBU policy prohibits unlawful discrimination based on race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), color, caste, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices) marital status, registered domestic partner status, age (40 and over), national origin, ancestry, citizenship status, uniform service member and veteran status, physical or mental disability, protected medical condition (including cancer or a record or history of cancer, and genetic characteristics), genetic information, reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence status, political affiliation, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), genetic information, sexual orientation, marital status, or any other consideration made unlawful by federal, state, or local laws.

SFBU is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in SFBU operations and prohibits unlawful discrimination by any employee of SFBU, including supervisors and coworkers. This policy extends to all aspects of SFBU's employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leave of absence, and other terms and conditions of employment.

If you believe you or any other employee has been subjected to any form of unlawful discrimination, submit a written complaint to SFBU HR. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. SFBU will investigate and attempt to resolve the situation. If SFBU determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. SFBU will not retaliate against you for filing a complaint or otherwise reporting information and will not knowingly permit retaliation by management employees or your coworkers.

## Workplace and Academic Setting Relationship Policy

The latest version of SFBU's Workplace and Academic Setting Relationship Policy is available at the following [link](#).

## Policy on Prohibited Discrimination, Harassment, and Retaliation

### I. Statement of University Values

San Francisco Bay University (University) believes that all members of the University community, including students, faculty, staff, and visitors, should pursue their work, education, and engagement in University programs and activities in a safe environment, free from discrimination and harassment based on protected characteristics, and retaliation (Prohibited Conduct). The University's primary concern is the safety and security of students, staff, faculty, and the University community. The purpose of this Policy is to prevent and respond to discrimination and harassment for all protected characteristics for all students, faculty, staff, and visitors. The University is an equal-opportunity educator and employer, proudly pluralistic, and firmly committed to providing equal opportunity for persons of all backgrounds and a diverse, inclusive, equitable environment. The University is committed to providing a safe and transparent University community where discrimination, harassment, and retaliation are universally recognized as intolerable, where those who are harmed are provided support and resolution options, and where a fair and impartial resolution process is provided to all parties. It is the responsibility of every member of the University community to foster an environment free from discrimination, harassment, and retaliation. All members of the community are strongly encouraged to take reasonable and prudent actions to prevent or stop acts of discrimination, harassment, or retaliation. This may include directly intervening when safe to do so, enlisting the assistance of others, contacting law enforcement, or seeking assistance from a person in authority. Community members who choose to exercise this positive responsibility will be supported by the University and protected from retaliation.

This Policy applies to all students, staff, faculty, and other individuals participating in or seeking to participate in the University's program or activities, including education and employment. Any

individual found responsible for engaging in Prohibited Conduct in violation of this Policy will face disciplinary sanctions up to and including expulsion (for students) or termination from employment (for employees). The University will take steps to prevent recurrence of any Prohibited Conduct and to remedy any effects on the impacted individuals.

## II. Statement of Non-Discrimination

The University prohibits discrimination on the basis of actual or perceived race, color, ethnicity, religion (including religious dress and grooming practices), creed, sex (including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity), age (40 years and over in the employment context), marital status, national origin, citizenship status, employment status, income status, shared ancestry and ethnic characteristics, partnership status, medical condition (including cancer and genetic characteristics), disability, political belief or affiliation, domestic violence victim status, military or veteran status, and any other class of individuals protected from discrimination under federal, state, or local law, regulation, or ordinance (Protected Characteristics), and their implementing regulations, in any of its education programs and activities, in employment and application for employment, in admission and application of admission, and in all other University programs and activities, in compliance with Title IX of the Education Amendments of 1972 and its implementing regulations, 20 U.S.C. 1681 et seq.; Title III of the Americans with Disabilities Act of 1990, as amended in 2008; Section 504 of the Rehabilitation Act of 1973; Title VI and VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; Executive Order 11246 of 1965, as amended by Executive Order 11357 of 1967; the California Fair Employment and Housing Act; and other federal, state, and local laws, regulations, or ordinances that prohibit discrimination. The University seeks to comply with all statutes prohibiting discrimination in education, even when such laws and regulations may conflict with each other. Further, in compliance with Section 504 of the Rehabilitation Act of 1973, the University provides reasonable accommodations for students, employees, and applicants for admission or employment who have disabilities. The University provides reasonable accommodations for religious beliefs to students, faculty, and staff. For questions about the application of these federal laws, please contact the University's Title IX Coordinator<sup>1</sup> or the Coordinator for Disability and Accessibility Services (or a designee appointed by the University).

## III. Scope

This Policy applies to all students, employees, and other individuals who are participating in or attempting to participate in the University's education programs or activities.

This Policy applies to discrimination, harassment, and retaliation that occurs both in the United States and in an education program or activity of the University regardless of location. The

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<sup>1</sup> Currently, the University's Title IX Coordinator is the Associate Director of Title IX and Equity. Any reference to the University's Title IX Coordinator should be construed to mean the Associate Director of Title IX and Equity.

University's education programs and activities include all of the University's operations, including academic, extracurricular activities, university-owned, -operated, or -controlled housing, research, and occupational training (e.g., internships). This Policy applies to all conduct that is subject to the University's disciplinary authority and conduct that occurs in any building owned or controlled or during any activity organized by a student organization that is officially recognized by the University. This Policy also applies to a hostile environment that exists within the University's education programs or activities, even when some of the conduct alleged to be contributing to the hostile environment occurred outside of the University's education programs or activities or outside of the United States. This Policy does not draw a line between on-campus, off-campus, or online conduct, provided the conduct occurred in an education program or activity in the United States. Examples include University-sponsored, University-funded, or University-supported study off-campus, research, internships, mentorships, summer sessions, conferences, meetings, social events, or other affiliated programs or premises.

Any person, regardless of their affiliation to the University, may make a report of **Prohibited Conduct** to the University. The formal and informal resolution processes described in this Policy may only be initiated, however, if the Complainant is participating in or attempting to participate in the University's education program or activity at the time the conduct occurred.<sup>2</sup> Where a Complainant is not participating in or attempting to participate in the University's education program or activity, the University still will offer reasonably available Supportive Measures and assist in offering additional reporting options.

The University's ability to respond to a report of Prohibited Conduct under this Policy is based on its authority over the Respondent. If the Respondent is not an employee or student, the University's ability to take action will be limited and is determined by the context of the reported conduct and the nature of the relationship of the third-party Respondent to the University. The University will determine the appropriate manner of resolution, which may include referral to local law enforcement or to the home school or employer of the third-party Respondent, and/or restriction from access to campus or University programs or activities.

Inquiries about this Policy may be referred to the University's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both.

The University's Title IX Coordinator:

***Office of Title IX and Equity***

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<sup>2</sup> In this policy, the individual reported to have experienced Prohibited Conduct is referred to as the Complainant. A Complainant may be a student or employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct, or a person other than a student or employee who is alleged to have been subject to conduct that could constitute Prohibited Conduct and who was participating in or attempting to participate in the University's education program or activity at the time of the alleged Prohibited Conduct. The individual who is reported to have engaged in the Prohibited Conduct is referred to as the Respondent. When the Complainant and the Respondent are discussed collectively, they will be referred to as the parties and may be referred to individually as a party. An individual who reports an allegation of Prohibited Conduct but who did not personally experience the reported conduct is referred to as the Reporter.

Email: [t9-equity@sfbu.edu](mailto:t9-equity@sfbu.edu)

The U.S Department of Education's Office for Civil Rights:

***San Francisco Office***

50 United Nations Plaza

San Francisco, CA 94102

Telephone: (415) 486-5555

Facsimile: (415) 486-5570

Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

#### IV. Resolution of Reports of Discrimination, Harassment, and Retaliation

The University is committed to maintaining an environment free from Prohibited Conduct and has established procedures for the prompt and equitable resolution of such complaints. Because the regulatory requirements for resolution processes are more prescriptive for discrimination on the basis of sex than other forms of discrimination, harassment, or retaliation, the University is implementing two different resolution processes (1) resolution for complaints involving sex discrimination, including Sex-Based Harassment; and (2) resolution for complaints involving all other types of discrimination and harassment not on the basis of sex, and retaliation.

#### V. Intersection and Coordination with Other University Policy

Reports of Prohibited Conduct may sometimes implicate conduct prohibited by another University Policy. For example, student, staff, and/or faculty conduct is also governed by the following University policies:

- Student Grievance Policy and Procedure
- Academic Freedom Policy
- Employee Handbook

Where conduct involves the potential violation of both this Policy and another University policy arising from the same or similar set of facts and circumstances, the University has the discretion to investigate and resolve the conduct under the resolution processes set forth in this Policy, provided that doing so does not unduly delay a prompt and equitable resolution of the report and that the parties are provided timely notice of this decision and an opportunity to respond. Where the definitions conflict, the definitions in this Policy will supercede.

## VI. Definitions of Prohibited Conduct:

This Policy prohibits University students and employees from engaging in the following forms of Prohibited Conduct:

### A. Discrimination

Discrimination can take two forms:

1. **Disparate Treatment Discrimination:** Disparate Treatment Discrimination is any unlawful distinction, preference, or detriment to an individual as compared to others that is based on an individual's Protected Characteristic(s) and that:
  - a. excludes an individual from participation in;
  - b. denies the individual benefits of;
  - c. treats the individual differently; or
  - d. otherwise adversely affects a term, condition, or benefit of an individual's employment, education, living environment, or participation in a University program or activity.
2. **Disparate Impact Discrimination:**
  - o **Employment:** In the employment context, Disparate Impact Discrimination occurs when there is sufficient evidence that policies, tests, or practices that are neutral on their face disproportionately exclude or adversely impact a group of individuals within the class of individuals with Protected Characteristics, where the policies, tests, or practices are not job-related and consistent with business necessity. In determining whether a facially-neutral (e.g., that reads neutral as written) policy has a disparate impact on the basis of Protected Characteristics, the University considers questions such as:
    - a. Does the policy, test, or practice have a disparate impact on the basis of a particular Protected Characteristic?
    - b. Is the policy, test, or practice job-related and consistent with business necessity?
    - c. If job-related and consistent with business necessity, is there a less discriminatory alternative available?
  - o **Student/Educational Program or Activity:** In the student or educational context, Disparate Impact Discrimination occurs when there is sufficient evidence that facially-neutral policies, tests, or practices, although not adopted with the intent to discriminate, nonetheless have an unjustified effect of disproportionately excluding or adversely impacting students or third parties on the basis of Protected Characteristics. In determining whether a facially-neutral policy has a disparate impact on the basis of Protected Characteristics, the University engages in the following three-part inquiry:

- a. Has the policy, test, or practice resulted in an adverse impact on students or third parties of a particular Protected Characteristic?
- b. Is the policy, test, or practice necessary to meet an important educational goal?
- c. If necessary to meet an important educational goal, are there comparably effective alternative policies, tests, or practices available that would meet the stated educational goal with less of a burden or adverse impact on the disproportionately affected Protected Characteristic, or is the proffered justification a pretext for discrimination?

In addition to the above, discrimination includes failing to provide reasonable accommodations, consistent with state and federal law, to a qualified individual with a disability or to accommodate the religious beliefs of students, staff, and faculty.

Examples of potential Discrimination under this Policy include but are not limited to those that result in the interference with, limitation of, or denial of access to:

- An employee's or job applicant's access to employment or terms, conditions, and/or benefits of employment (e.g., hiring, advancement, assignment).
- A student's, or admission applicant's, ability to participate in, access, or benefit from educational programs, services, or activities (e.g., admission, academic standing, grades, assignment, campus housing; athletics).
- An authorized volunteer's ability to participate in a volunteer activity. A guest's or visitor's ability to participate in, access, or benefit from the University's programs or activities.

## B. Harassment

### 1. Quid Pro Quo Harassment

Quid pro quo harassment occurs when an employee, agent, or other person authorized by the University to provide an aid, benefit, or service under the University's education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome conduct. Such prohibited conduct could occur in the hiring, compensation, or advancement of an employee or the admission, grading, or research opportunities for a student, for example.

Examples of behavior that might be considered quid pro quo harassment include, but are not limited to:

- Physical coercion or pressure of an individual to engage in unwelcome conduct or punishment for a refusal to respond or comply with unwelcome conduct.
- Use of a position of power or authority to: (a) threaten or punish, either directly or by



implication, for refusing to tolerate harassment, for refusing to submit to unwelcome conduct, or for reporting harassment; or (b) promise rewards in return for sexual favors.

## 2. Hostile Environment Harassment

Hostile environment harassment is unwelcome conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the University's education program or activity. The University considers a variety of factors related to the offensiveness, pervasiveness, and severity of the unwelcome conduct, including: (1) the degree to which the conduct affected the Complainant's ability to access the University's education program or activity; (2) the type, frequency, and duration of the conduct (e.g., one stray remark will not be considered pervasive, whereas conduct that is widespread, openly practiced, or well-known to students and staff will likely be considered pervasive); (3) the parties' ages, roles within the University's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct; and (4) the location of the conduct and the context in which it occurred.

Examples of conduct that may constitute Hostile Environment Harassment based on a Protected Characteristic (defined in Section II) include but are not limited to:

- Ridicule, abuse, insults, or derogatory comments that are directly or indirectly based on a Protected Characteristic.
- Offensive remarks about an individual's looks, clothing, hair, or body parts, that relate to a Protected Characteristic.
- Offensive comments about an individual's racial, ethnic, religious, or other Protected Characteristics.
- Disparaging or offensive remarks about an individual's gender, gender identity, gender expression, or sexual orientation, whether or not sexual in nature.
- Disparaging or offensive comments about an individual's religious beliefs or affiliations, or lack of religious beliefs or affiliations.
- Expressing negative stereotypes about an individual based on Protected Characteristics (e.g., gender, country of birth, ancestry, citizenship, race), including acts of cultural appropriation.
- Disparaging, intimidating, or offensive references to an individual's disability, record of disability, or perceived disability.
- Disparaging or offensive racial or ethnic remarks, including racial or ethnic slurs, jokes, or epithets.
- A course of conduct of pursuing, following, waiting, or showing up uninvited at or

near places frequented by the Complainant.

- Unwelcome touching and physical conduct.
- Inappropriate displays of sexually explicit objects, pictures, cartoons, posters, computer screen savers, websites, movies, drawings, or sexual gestures.

### C. Sex-Based Harassment

Sex-based Harassment is an umbrella term that includes the following conduct: Quid Pro Quo Harassment on the basis of sex, Hostile Environment Harassment on the basis of sex, Sexual Assault, Dating Violence, Domestic Violence, Stalking, and Sexual Exploitation.

### D. Sexual Assault

Sexual assault is having or attempting to have sexual contact with another individual without consent or where the individual cannot consent because of age or temporary or permanent mental incapacity (see below for definition of consent and incapacitation).<sup>3</sup> Sexual contact includes:

- Sexual intercourse (anal, oral, or vaginal), including penetration with a body part (e.g., penis, finger, hand, or tongue) or an object or requiring another to penetrate themselves with a body part or an object, however slight;
- The intentional touching of another person's intimate parts without consent, intentionally causing a person to touch the intimate parts of another, or using a person's own intimate part to intentionally touch another person's body; or
- Attempts to commit sexual assault.

### E. Dating Violence

Dating violence includes any act of violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the Complainant; and
- Where the existence of such a relationship shall be determined based on a consideration of factors including:
  - The length of the relationship;
  - The type of relationship; and
  - The frequency of interaction between the persons involved in the relationship.

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<sup>3</sup> The statutory definition of Sexual Assault referenced by the Title IX regulations also includes having or attempting to have sexual contact between persons who are related to each other within the degrees where marriage is prohibited by law.

## F. Domestic Violence

Domestic violence includes any felony or misdemeanor crime committed by a current or former spouse or intimate partner of the Complainant; by a person with whom the Complainant shares a child in common; by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner; by a person similarly situated to a spouse of the Complainant under California state law; or by any other person against an adult or minor Complainant who is protected from that person's acts under California state law.

## G. Stalking

Stalking involves a course of conduct directed at a specific person that would cause a reasonable person to suffer substantial emotional distress or to fear for that person's own safety or that of another. This includes cyberstalking, a particular form of stalking in which electronic media such as the internet, social networks, blogs, texts, or other similar forms of contact are used to pursue, harass, or make unwelcome contact with another person. Stalking and cyberstalking may involve individuals who are known to one another or who have an intimate or sexual relationship or may involve individuals not known to one another. For the purposes of this definition:

- "Course of conduct" refers to two or more acts, including, but not limited to, acts in which the alleged stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person's property.
- "Reasonable person" means a prudent person who normally exercises due care under similar circumstances.
- "Substantial emotional distress" means significant mental suffering or anguish.

## H. Sexual Exploitation

Sexual Exploitation occurs when a person takes sexual advantage of another person for the benefit of anyone other than that person without that person's consent, including, but not limited to, any of the following acts:

1. The prostituting of another person.
2. The trafficking of another person, defined as the inducement of a person to perform a commercial sex act, or labor or services, through force, fraud, or coercion.
3. The recording of images, including video or photograph, or audio of another person's sexual activity or intimate parts, without that person's consent.
4. The distribution of images, including video or photograph, or audio of another person's sexual activity or intimate parts, if the individual distributing the images or audio knows

or should have known that the person depicted in the images or audio did not consent to the disclosure.

5. The viewing of another person's sexual activity or intimate parts, in a place where that other person would have a reasonable expectation of privacy, without that person's consent, for the purpose of arousing or gratifying sexual desire.

## I. Retaliation

Retaliation means intimidation, threats, coercion, or discrimination against any person by the University, a student, or an employee or other person authorized by the University to provide aid, benefit, or service under the University's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations or because the individual has made a report or complaint of Prohibited Conduct testified, assisted, or participated or refused to participate in any manner in any investigation, proceeding, or meeting under this Policy, including informal resolution.

Retaliation, including peer retaliation, is prohibited under this Policy. Retaliation can be committed by any individual or group of individuals, not just a Complainant or Respondent. Retaliation may constitute a violation of this Policy even when the underlying complaint is dismissed or did not result in a finding of responsibility.

## VII. Related Definitions

### A. Consent

Consent must be affirmative. "Affirmative Consent" means affirmative, conscious, and voluntary agreement to engage in sexual activity. It is positive cooperation in act and attitude made with knowledge and agreement to the nature of the act.

Consent cannot be obtained through physical force, threats, or coercion, or by taking advantage of another person's incapacitation. Coercion is conduct, including intimidation or express/implied threats of immediate or future physical, emotional, financial, or reputational harm to the Complainant or another, which would place a reasonable person in fear they will be injured or harmed if they do not submit.

It is the responsibility of each individual involved to ensure they have the Affirmative Consent of the other(s) to engage in each act of sexual activity. Belief in Affirmative Consent is not reasonable if it arose from a Respondent's voluntary intoxication or recklessness, and such intoxication is not an excuse for engaging in Prohibited Conduct. Further, such belief is not reasonable if reasonable steps are not taken to determine Affirmative Consent.

Additional guidance on Affirmative Consent:

- Consent can be given by clear words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity.
- Affirmative consent must be ongoing throughout the sexual activity and can be revoked at any time. Sexual contact must cease immediately once consent is withdrawn and clearly communicated.
- Consent cannot be inferred from silence, passivity, or lack of verbal or physical resistance. Relying on nonverbal communication alone may result in a violation of this Policy.
- Consent cannot be inferred from an existing or previous dating relationship. The existence of a prior or current relationship does not, in itself, constitute consent; even in the context of a relationship, there must be real-time and mutual consent to sexual activity.
- There must be mutual consent to engage in the sexual activity each time it occurs.
- Consent to one form of sexual activity does not imply or constitute consent to another form of sexual activity.
- Consent to engage in sexual activity at one time is not consent to engage in the same or different sexual activity at a different time.
- Consent to engage in sexual activity with one individual is not consent to engage in sexual activity with another.

## B. Incapacitation

Affirmative Consent cannot be obtained by taking advantage of another individual's incapacitation. Incapacitation is the inability, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. An individual who is incapacitated is not capable of giving valid, affirmative consent.

Incapacitation means an individual cannot understand the fact, nature, or extent of the sexual activity. An incapacitated individual lacks the physical and mental capacity to make informed, reasonable judgments about whether or not to engage in sexual activity.

An individual who is incapacitated may not be able to understand where they are, whom they are with, how they got there, or what is happening. Further, an individual may be incapacitated as a result of consumption of alcohol, medication, or drugs. When alcohol, medication, or other drugs are involved, incapacitation is a state of intoxication or impairment that is so severe that it interferes with an individual's capacity to make informed and knowing decisions. Impairment must be significant enough to render an individual unable to understand the fact, nature, or

extent of the sexual activity.

Alcohol and other drugs impact each individual differently, and determining whether an individual is incapacitated requires an individualized determination. The University does not expect students, faculty, or staff to be medical experts in assessing incapacitation. Individuals should look for common and obvious warning signs that show that an individual may be incapacitated or approaching incapacitation. An individual's level of intoxication is not always demonstrated by objective signs; however, some signs that an individual may be incapacitated include clumsiness, difficulty walking, poor judgment, difficulty concentrating, slurred speech, vomiting, combativeness, or emotional volatility.

Another effect of excessive alcohol consumption can be memory impairment or an inability to recall entire or partial events (sometimes referred to as "blackout" or "brown-out"). An individual may experience this symptom while appearing to be functioning "normally," including communicating through actions or words that can reasonably and objectively be interpreted as communicating consent to engage in sexual activity. Total or partial loss of memory, alone, may not be sufficient, without additional evidence, to prove that an individual was incapacitated under this Policy. Whether sexual activity under these circumstances constitutes Prohibited Conduct depends on the presence or absence of the outwardly observable factors indicating that an individual is incapacitated, as described above.

An individual's level of intoxication may change over a period of time based on a variety of individual factors, including the amount of substance intake, speed of intake, body mass, height, weight, tolerance, quantity and pattern of food and sleep, drinking pattern, and metabolism. It is critical, therefore, that any individual engaging in sexual activity is aware of both their own and the other individual's level of intoxication and capacity to give consent.

In evaluating Affirmative Consent in cases involving incapacitation, the University considers the totality of available information in determining two issues:

- i. Did the Respondent know the Complainant was incapacitated?; or, if not,
- ii. Would a sober, reasonable individual in a similar set of circumstances as the Respondent have known that the Complainant was incapacitated? If either question is answered positively, Affirmative Consent was absent, and the conduct is likely a violation of this Policy.

## VIII. Privacy and Confidentiality

The University is committed to protecting the privacy of all individuals involved in the reporting, investigation, and resolution of a report of Prohibited Conduct under this Policy. All employees who are involved in the University's response to reports of Prohibited Conduct receive specific training and guidance about safeguarding private information in accordance with state and federal law. It is important to understand that privacy and confidentiality have distinct meanings under this Policy.

## A. Privacy

Privacy refers to the discretion that will be exercised by the University, including the Office of Title IX and Equity, in the course of any formal or informal resolution process under this Policy. Information related to a report of Prohibited Conduct will be handled discreetly and shared with a limited circle of University employees or designees who need to know to assist in the assessment, investigation, and resolution of the report and related issues. Individuals in the Office of Title IX and Equity, along with Investigator, Adjudicator, those tasked with facilitating Informal Resolutions, and appellate officials will receive training in how to safeguard private information. The University will make reasonable efforts to investigate and address reports of Prohibited Conduct under this Policy, and information may be disclosed to participants in an investigation as necessary to facilitate the thoroughness and integrity of the investigation. In all such proceedings, the University will maintain the privacy of the parties to the extent reasonably possible. The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act ([FERPA](#)).

## B. Confidentiality

Confidentiality refers to statutory protections provided to individuals who disclose information in legally protected or privileged relationships, including non-SFBU professional mental health counselors, medical professionals, attorneys, and ordained clergy, when that Confidential Resource is operating within the scope of their role. When an individual shares information with a Confidential Resource as a confidential communication in the course of a protected relationship, the Confidential Resource cannot disclose the information without the individual's written permission or unless required by ethical or legal obligations that compel the professional to reveal such information. For example, information may be disclosed when the individual gives written consent for its disclosure, there is an imminent threat of physical harm to self or others, or the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18. Similarly, medical and counseling records cannot be released without the individual's written permission or unless permitted or required consistent with ethical or legal obligations.

Confidential Resources may share non-personally identifying information about Clery-reportable crimes with the Clery designee appointed by the University for purposes of the anonymous and aggregate statistical reporting under [the Clery Act](#).

## C. Release of Information by the University

The University will not disclose personally identifiable information obtained pursuant to this Policy, except when the University has obtained prior written consent from a person with the legal right to consent to the disclosure, or otherwise required by federal law, federal regulations, or to the extent such disclosures are not otherwise in conflict or are permitted under federal or state law.

Pursuant to [the Clery Act](#), the University must disclose statistics about Clery Act crimes in its daily crime log and Annual Security Report and provide those statistics to the U.S. Department of Education. If a report of sexual assault, dating violence, domestic violence, stalking, or another Clery Act crime poses a serious or continuing threat to the campus community, the University will issue a timely notification to the campus community to protect the health and safety of the campus community as required by the Clery Act. In all of these instances, the information is reported in a manner that does not include personally identifying information about persons involved in an incident. The University will not release to the general public the name of the Complainant, the Respondent, or witnesses except as otherwise permitted or required by law. The University also will not disclose information about any Supportive Measures to individuals other than the individual to whom they apply, including informing one party of Supportive Measures provided to another party, unless necessary to provide the Supportive Measures or restore or preserve a party's access to the education program or activity.<sup>4</sup>

The University may share non-personally identifying information about reports received in aggregate form, including data about outcomes and sanctions. All University proceedings are conducted in compliance with the requirements of FERPA, the Clery Act (as amended by VAWA), Title IX, state and local law, and University policy.

## IX. Reporting Responsibilities of University Employees

This section describes the various reporting and disclosure options available and the associated confidentiality implications. Because of their role at the University, some employees are designated as Confidential Resources, meaning they are able to maintain a higher degree of confidentiality, as described above. All other employees are required to promptly share all relevant details of an alleged incident of Prohibited Conduct with the Title IX Coordinator. The distinctions between these groups are explained below so that individuals can make informed choices about how and where they seek help and guidance.

### A. Confidential Resources

Confidential Resources include any University employee whose communications are privileged or confidential under federal or state law and anyone specifically designated by the University to serve as a Confidential Resource.<sup>5</sup> Confidential Resources include medical, clinical, and mental health professionals and clergy, as well as any employees providing administrative, operational, and/or related support for such providers in their performance of such services. Information

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<sup>4</sup> If a party is a student with a disability, the Title IX Coordinator may consult with the Coordinator for Disability and Accessibility Services (or designee appointed by the University) in order to comply with Section 504 of the Rehabilitation Act of 1973 in the implementation of Supportive Measures.

<sup>5</sup> A University employee who is conducting an Institutional Review Board-approved human-subjects research study designed to gather information about sex discrimination is also a Confidential Resource when acting in that capacity.



about Confidential Resources is contained in [this document](#).

Information shared with a Confidential Resource when that Confidential Resource is operating within the scope of their role will be maintained as confidential and not shared with the Title IX Coordinator. The Confidential Resource should share with the reporting individual that: (1) they are a Confidential Resource and are not required to share the reported information with the Title IX Coordinator, (2) provide the reporting individual with information on how to contact Title IX Coordinator and how to make a report, and (3) that the Title IX Coordinator may be able to offer and coordinate Supportive Measures, as well as initiate an informal or formal resolution process.

When individuals who otherwise are Confidential Resources receive information outside of the provision of services, the Confidential Resource is required to share that information with the Title IX Coordinator. For example, a licensed counselor who receives a disclosure in the context of speaking at a prevention program would be required to share the information with the Title IX Coordinator.

A Complainant may seek assistance, support, and advice from a Confidential Resource without initiating an investigation that could reveal the identity of the Complainant or the fact that the Complainant has disclosed the incident. An individual who speaks to any of the employees described above must understand that if a Complainant wants to maintain confidentiality, the University may be unable to conduct an investigation of the particular incident or pursue disciplinary action against a Respondent. A Complainant who at first requests confidentiality may later decide to initiate a complaint with the Title IX Coordinator or to make a report to law enforcement and may be assisted by Confidential Resources in doing so.

## B. All Other Employees

All University employees, other than those designated as Confidential Resources, are Responsible Employees and must report conduct that reasonably may constitute Prohibited Conduct to the Title IX Coordinator. These employees include all faculty and staff, resident advisors, and all other students employed by the University. Student employees must report conduct that reasonably may constitute Prohibited Conduct if they witness or become aware of such conduct while functioning within the scope of their employment with the University. The only exception to the reporting requirement is the circumstance where a Responsible Employee is personally subject to conduct that reasonably may constitute Prohibited Conduct. In such a case, the Responsible Employee is not required to report their own experience of Prohibited Conduct to the Title IX Coordinator.

Responsible Employees are required to report to the Title IX Coordinator all known information about alleged Prohibited Conduct, such as the identities of the parties, any witnesses, and the date, time, and specific location of the alleged incident.

## 1. Exception for Disclosures During Certain Public Awareness Events

Responsible Employees are *not* required to report information disclosed at public awareness events (e.g., “Take Back the Night,” vigils, protests, survivor speak-outs, or other public forums in which students may disclose Prohibited Conduct). To the extent the University is notified of Prohibited Conduct from a public awareness event, the University is not obligated to act in response to the information, unless it indicates an imminent and serious threat to the health or safety of a Complainant, any students, employees, or other persons. The University may provide information about Title IX and available University and community resources and support at public awareness events. The University shall use information learned from public awareness events to prevent Prohibited Conduct, including by providing tailored training to address alleged Prohibited Conduct in a particular part of the University’s education program or activity, or at a specific location when information indicates there may be multiple incidents of Prohibited Conduct.

### C. Mandatory Reporting of Child Abuse and Neglect

The University complies with California state law requirements under the Child Abuse and Neglect Reporting Act (CANRA) and the Welfare and Institutions Code. Designated University employees are required to report known or suspected abuse, molestation or neglect relating to children, elders or dependent adults to the Department of Children and Family Services Child Protection Hotline at (800) 856-5553 or local law enforcement. Please consult other relevant policies for specific reporting requirements.

## X. Reporting Options

Anyone can make a report as follows:

- Contacting the Title IX Coordinator in Person or by Email  
[t9-equity@sfbu.edu](mailto:t9-equity@sfbu.edu)
- Local law enforcement

[Fremont Police Department](#)  
Dispatch center at 510-790-6800  
Officer on Duty at at 510-790-6844

The University encourages anyone who has experienced Prohibited Conduct to reach out to available resources. The University recognizes that a Complainant may have different needs at different times. A Complainant does not need to know whether they wish to request any particular course of action or how to label what happened in order to make a report. Individuals who are uncertain about what they wish to do in response to an incident of Prohibited Conduct, including how or whether to report the conduct, may contact and consult a Confidential

Resource to address questions and concerns in a confidential setting. Individuals with questions or concerns about the University's processes may also contact the Title IX Coordinator directly to learn more about available resources and options.

#### A. Time Frame for Reporting

Complainants and witnesses are encouraged to report Prohibited Conduct as soon as possible to maximize the University's ability to respond promptly and effectively. The University does not, however, limit the time frame for reporting. Depending on the relationship of the Respondent to the University, the University may not have the authority to impose disciplinary action. Where the University does not have disciplinary authority—i.e., a report is made after a student has left or graduated or an employee no longer works for the University—the University still will seek to meet its Title IX obligations by evaluating the reported conduct, providing reasonably available Supportive Measures to the Complainant, and assisting the Complainant in identifying external reporting options and may take other appropriate action to address the reported conduct.

#### B. Amnesty

The University encourages good faith reports of Prohibited Conduct under this Policy. To that end, the University will not pursue disciplinary action for illegal consumption of alcohol or drugs in violation of the Student Handbook against a student enrolled in the University who makes a good faith report to the University as a Complainant, or who is a witness to an incident of Prohibited Conduct, unless the University determines that the violation was egregious, including, but not limited to, an action that places the health or safety of any other person at risk or involves plagiarism, cheating, or academic dishonesty. This amnesty applies only to conduct occurring at or near the time of the incident, regardless of the location at which the incident occurred or the outcome of the investigation.

#### C. Coordination with Law Enforcement

A Complainant has the right to report, or decline to report, potential criminal conduct to law enforcement. Upon request, the University will assist a Complainant in contacting law enforcement at any time. Under limited circumstances where there is a threat to the health or safety of any University community member, the University may independently notify law enforcement. An individual may make a report to the University, to law enforcement, to neither, or to both. The University's resolution process and law enforcement investigations may be pursued simultaneously, but will operate independently of one another. The University will, when appropriate, coordinate information with law enforcement. The University, upon request, may also temporarily pause its investigation to allow preliminary fact gathering by law enforcement.

#### D. Obligation to Provide Truthful Information

All University community members are expected to provide truthful information throughout the resolution process. Intentionally false accusations will not be tolerated. Submitting or providing false or misleading information in bad faith or with a view to personal gain or intentional harm to another in connection with an incident of Prohibited Conduct is prohibited and subject to disciplinary sanctions, in accordance with the *Student Handbook* and *Employee Handbook*, as applicable. A claim will not be deemed intentionally false merely because there is insufficient evidence to prove a violation of this Policy or because it is deemed to be without merit. An intentionally false claim is one made with knowledge beforehand that it is false and with malicious intent toward another person.

### XI. Response to A Report or Complaint of Prohibited Conduct

Any person may report Prohibited Conduct to the Title IX Coordinator verbally or in writing. Upon receipt of a report, the Title IX Coordinator will take steps to promptly and effectively end any Prohibited Conduct in the University's education program or activity, prevent its recurrence, and remedy its effects. More specifically, the Title IX Coordinator will contact the Complainant to discuss the availability of Supportive Measures with or without initiating a complaint, will explain to the Complainant the process of initiating a complaint, and will consider the Complainant's wishes with respect to a resolution process. If the Complainant is unknown, the University will contact the Reporter to share this Policy.

A complaint is different from a report. A complaint is a request to the Title IX Coordinator that the University investigate and make a determination about the reported Prohibited Conduct. A complaint of Sex-based Harassment may be made verbally or in writing by the Complainant, the parent or legal guardian of the Complainant if the Complainant is under 18 years, or the Title IX Coordinator. A complaint of all other forms of Prohibited Conduct that is not Sex-based Harassment, may be made verbally or in writing by any student or employee, any other person who is participating or attempting to participate in University's education program or activity at the time of the alleged sex discrimination, in addition to the Complainant, the parent or legal guardian of the Complainant if the Complainant is under 18 years, or the Title IX Coordinator.

#### A. Supportive Measures

A Supportive Measure is a non-disciplinary, non-punitive individualized service offered as appropriate, as reasonably available, and without fee or charge to the Complainant or Respondent at any time before or after initiating a complaint or where no complaint has been initiated. Supportive Measures are designed to preserve access to the University's education programs and activities and provide support during the resolution process, without unreasonably burdening the other party, including measures designed to protect the safety of the Complainant, the Respondent, or broader University community; maintain the integrity of the investigative and/or resolution process; and deter retaliation. The University will maintain the

confidentiality of any Supportive Measures provided to a Complainant and a Respondent, to the extent that maintaining such confidentiality would not impair the ability of the University to provide the Supportive Measures.

The University will provide reasonable Supportive Measures to Complainants, Respondents, and other individuals who are participating or attempting to participate in its education program or activity, as appropriate and available, taking into account the role of the other individual and the nature of any contractual relationship with the University.

Available Supportive Measures may include, but are not limited to, the following:

- No-contact orders issued by the University, which are measures that restrict encounters and communications between the parties.
- Academic accommodations, which are measures that include deadline extensions, incompletes, course changes, late drops, or other arrangements as appropriate and regardless of whether there is or is not a comparable alternative.
- Residential accommodations, which are measures that include arranging for new housing or providing temporary housing options, as appropriate and regardless of whether there is or is not a comparable alternative.
- Transportation or working arrangement changes or other employment accommodations, as appropriate.
- Access to support services, provided with assistance from the University, including campus escort services, increased security and monitoring of certain areas on campus, advocacy, academic support, counseling, disability, health or mental health services, visa and immigration assistance, student financial aid services, and legal assistance, both on and off campus, as applicable.
- Training and education programs on preventing and addressing Prohibited Conduct.
- Assistance with reporting a crime to local law enforcement, which may be requested at any time by an individual involved in an alleged incident of sexual discrimination. Such individuals may request orders of protection, restraining orders, or relief from abuse orders from courts of appropriate jurisdiction. The University will provide reasonable assistance upon request. The University also will work to respect and implement the requirements of such orders on premises that it owns or controls, as necessary and appropriate.

The availability of Supportive Measures will be determined by the specific circumstances of each report. The University will consider a number of factors in determining which Supportive Measures to take, including the needs of the student or employee seeking Supportive Measures; the severity or pervasiveness of the alleged conduct; any continuing effects on the parties; whether the Complainant and the Respondent share the same residence hall, academic course(s), or job location(s); and whether court proceedings have been used to protect any

parties (e.g., protective orders). The University will work in good faith to implement the requirements of judicially issued protective orders and similar orders, to the extent that doing so is within its authority.

The Title IX Coordinator is responsible for ensuring the implementation of Supportive Measures and coordinating the University's response with the appropriate offices on campus. A party may seek additional modification or termination of a Supportive Measure if there is a material change in circumstance. The Title IX Coordinator has the discretion to continue, modify, or terminate any Supportive Measure at the conclusion of a formal or informal resolution process. Any decision by the Title IX Coordinator to provide, deny, modify, or terminate a Supportive Measure(s) may be appealed by the Complainant or Respondent. Appeals on the provision of Supportive Measures will be heard by the Provost for students and the Chief Operating Officer for employees. The appealing party should submit a request to appeal the decision on Supportive Measures to the Title IX Coordinator within two days of the decision on Supportive Measures.

As noted above, the University will not disclose information about any Supportive Measures to individuals other than the individual to whom they apply, including informing one party of Supportive Measures provided to another party, unless necessary to provide the Supportive Measures or restore or preserve a party's access to the education program or activity.<sup>6</sup>

## B. Initial Assessment

Upon receipt of a report or complaint of Prohibited Conduct, the Title IX Coordinator will conduct an initial assessment of the reported information and respond to any immediate health or safety concerns raised by the report. The Title IX Coordinator or their designee will also promptly contact the Complainant to share the following information:

- that the University has received a report that the Complainant may have experienced Prohibited Conduct;
- a statement that retaliation for making a report, initiating a complaint or participating in a resolution process, is prohibited;
- available counseling resources within the University or in the community;
- where a potential crime may have occurred, notice that the Complainant has the right, but not the obligation, to report the matter to law enforcement;
- the University's investigation procedures established under this Policy;
- reasonably available supportive measures;

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<sup>6</sup> If a party is a student with a disability, the Title IX Coordinator may consult with the Coordinator for Disability and Accessibility Services (or a designee appointed by the University) in order to comply with Section 504 of the Rehabilitation Act of 1973 in the implementation of Supportive Measures.

- that the University will ascertain and consider the Complainant's wishes with respect to supportive measures;
- the availability of supportive measures with or without the initiation of a complaint;
- the importance of preserving evidence;
- a request for the Complainant to meet with the Title IX Coordinator or other designated employee of the Office of Title IX and Equity to discuss options for responding to the report;
- the process for initiating a complaint; and
- the manner in which the University responds to reports of Prohibited Conduct and a description of potential disciplinary consequences.

A Complainant may: request supportive measures only; initiate a complaint; or request more time to consider their options. Alternatively, as described below, the Title IX Coordinator may determine that it is appropriate to initiate a complaint on behalf of a Complainant. A Complainant is always entitled to reasonably available supportive measures, regardless of whether a complaint has been initiated.

As part of the Initial Assessment, the Title IX Coordinator will determine, in consultation with other need-to-know University officials, as appropriate, whether the Policy applies to the report and whether the reported conduct falls within the jurisdiction and scope of the Policy.

### C. Overview of Initial Assessment

As part of the initial assessment, the Title IX Coordinator will:

- Promptly contact the Complainant to discuss the availability of Supportive Measures.
- Consider the Complainant's wishes with respect to Supportive Measures.
- Assess the nature and circumstances of the report, including whether it provides the names and/or any other information that identifies the Complainant, the Respondent, any witness, and/or any other individual with knowledge of the reported incident.
- Address immediate physical safety and emotional well-being needs.
- Conduct an individualized analysis of safety and risk for the campus community to determine whether a student Respondent's presence in the University's education programs or activities poses an imminent and serious threat to the health or safety of a Complainant, any student, or other individual that justifies removal.

- Notify the Complainant of the right to contact (or decline to contact) law enforcement or seek a civil protection order.
- Notify the Complainant of the right to seek medical treatment.
- Notify the Complainant of the importance of preservation of evidence.
- Refer the report to the Clery Director (or designee appointed by the University) to assess the reported conduct for any Clery Act obligations, including entry in the daily crime log or issuance of a timely warning.
- Provide the Complainant with written information about on- and off-campus resources.
- Provide the Complainant with a copy of this Policy and an explanation of the procedural options, including seeking Supportive Measures, the option of initiating a complaint, and the formal and informal resolution processes.
- Notify the Complainant of the right to be accompanied at any meeting or proceeding by an advisor of their choice, and that the University will provide an advisor, without fee or charge.
- Assess the available information for any pattern of conduct by Respondent.
- Discuss the Complainant's expressed preference for manner of resolution and any barriers to proceeding (e.g., confidentiality concerns).
- Explain the University's Policy prohibiting retaliation and how to report acts of retaliation.
- Determine the age of the Complainant, and if the Complainant is a minor, make the appropriate report of suspected abuse consistent with California state law.

The University will seek to complete the initial assessment within 10 business days but recognizes that there may be circumstances in which the initial assessment takes longer based on the availability of the Complainant or other necessary information, a Complainant's request to maintain privacy or not seek disciplinary action, or other factors outside of the University's control.

## XII. Overview of the University's Resolution Processes

The University is committed to providing a prompt and equitable resolution of all reported violations of this Policy. To implement this Policy, the University has developed a formal and an informal resolution process to resolve reports of Prohibited Conduct:



- **Informal Resolution:** an informal framework that includes informal or restorative options for resolving reports pursuant to terms (including remedies and sanctions) that are voluntarily and mutually agreed upon by all parties and the University.
- **Formal Resolution:** formal procedures that involve an investigation, adjudication and, if appropriate, the imposition of sanctions.

In all formal and informal resolution processes, the University will treat Complainants and Respondents equitably. Upon receipt of a report, the University will conduct an initial assessment of the available information and consider the Complainant's stated interests, as well as the University's compliance obligations, in determining how to proceed. The Title IX Coordinator will offer and coordinate appropriate Supportive Measures for the Complainant regardless of whether a formal or informal resolution process is initiated. The Respondent is entitled to reasonably available Supportive Measures when the formal or informal resolution process is initiated.

#### A. Time Frame for Resolution

The University will seek to complete the appropriate resolution process as promptly as possible, consistent with the need to conduct sensitive and informed fact gathering to ensure an equitable resolution. The Policy designates reasonably prompt time frames for the major stages of the investigation and resolution process (typically set forth in business days), but the University may extend any time frame in this Policy for good cause and/or due to extenuating circumstances. An extension may be required for good cause to ensure the integrity and thoroughness of the investigation; to comply with a request by law enforcement; in response to the unavailability of the parties or witnesses; or for other legitimate reasons, such as intervening breaks in the University calendar, exam periods, the complexity of the investigation, the volume of information, number of witnesses, length of the written record, and/or the severity and extent of the alleged misconduct. While requests for delays by the parties may be considered, the University will not unduly or unreasonably delay the prompt resolution of a report under this Policy. Reasonable requests for delays by the parties may serve to extend the time period for resolution of the report.

The Title IX Coordinator, in consultation with the Investigator, has the authority to determine whether an extension is required or warranted by the circumstances. The University will notify the parties in writing of any extension of the time frames for good cause, the reason for the extension, and the length of the extension. Time frames for all phases of the disciplinary process, including the investigation, any related disciplinary proceedings, and any related review of the finding, apply equally to both the Complainant and the Respondent.

#### B. Advisor and Support Person

Throughout the informal or formal resolution process, each party has the right to be accompanied at any meeting by an advisor of their choice and an additional support person. The advisor and support person may be any person, including an attorney. A party may decline

to use an advisor or support person for any or all stages of the formal or informal resolution process.

The advisor and support person may observe, provide support, and provide guidance or advice to the party (in a non-disruptive manner). Neither the advisor nor the support person is permitted to speak on behalf of the parties or otherwise participate in, or in any manner delay, disrupt, or interfere with meetings. The advisor and support person should plan to make themselves reasonably available; the University will not unduly delay the scheduling of meetings based on an advisor's or support person's unavailability. An advisor and support person may be asked to meet with a University administrator in advance of any proceedings to understand the expectations of the role, privacy considerations, and appropriate decorum. An advisor and support person may be removed for failure to follow these expectations. The advisor and support person are entitled to review all information made available to the party and are precluded from sharing the information from the University related to the resolution with any individual, other than the party. Failure to maintain the privacy of information provided by the University in the resolution process may result in removal of the advisor or support person.

### C. Initiating a Complaint

The formal resolution process (investigation, determination, and appeal) and informal resolution process follow the initiation of a complaint. A complaint is a verbal or written request that objectively can be understood as a request for the University to investigate and make a determination about the reported Prohibited Conduct.

#### 1. Dismissal of a Complaint

The Title IX Coordinator may dismiss a complaint and not proceed with a resolution in any of the following circumstances:

- a. The University is unable to identify the Respondent after taking reasonable steps to do so;
- b. The Respondent is not a student or employee of the University, or otherwise participating in the University's education program or activity;
- c. The Complainant voluntarily withdraws any or all of the allegations in the complaint, and the University determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct, even if proven. For allegations of Sex-based Harassment involving a student, the Complainant's voluntary withdraw must be in writing;<sup>7</sup> or
- d. The University determines, after reasonable efforts are made to clarify the allegations with the Complainant, the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct.

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<sup>7</sup> If a Complainant withdraws the allegations in the complaint, the Title IX Coordinator may initiate a complaint.

## 2. Notice of Dismissal of a Complaint and How to Appeal the Dismissal

The decision about whether to dismiss a complaint, in whole or in part, may be made at any time in the process. Upon reaching a decision that the complaint will be dismissed, the Title IX Coordinator will promptly notify the Complainant of the dismissal of the complaint or any specific allegation within the complaint and the reason for the dismissal in writing. If the dismissal occurs after the Respondent has been notified of the allegations, then the University must also notify the Respondent in writing that the dismissal may be appealed. If some or all of the allegations in the complaint have been dismissed, the parties may appeal this dismissal using the procedure outlined in the “Appeals” section below. Parties remain entitled to appropriate Supportive Measures when a complaint is dismissed.

In the event of a dismissal, the Title IX Coordinator is required to take any other appropriate prompt and effective steps to ensure that discrimination and harassment do not continue to recur within the University’s education program or activity.

### D. Consolidation of Complaints

The University may consolidate complaints against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Prohibited Conduct arise out of the same facts or circumstances. All parties will receive simultaneous, timely notification of any such consolidation. During the course of the investigation, the investigation may reveal the existence of additional or different potential Policy violations, which also may be consolidated following notification to the parties of the amended notice of investigation. In the event of a consolidation of a complaint of sex discrimination and all other forms of Prohibited Conduct that is not sex discrimination, the resolution procedures applicable to cases of sex discrimination will apply to the consolidated matter.

### E. Balancing Complainant Autonomy with the University’s Responsibility to Investigate

The University endeavors to respect the wishes of a Complainant to not pursue a complaint. When a Complainant decides to not pursue a complaint, the Title IX Coordinator may initiate a complaint, after considering the following factors:

- a. The Complainant’s request not to proceed with initiation of a complaint;
- b. The Complainant’s reasonable safety concerns regarding initiation of a complaint;
- c. The risk that additional acts of Prohibited Conduct would occur if a complaint is not initiated;
- d. The severity of the alleged Prohibited Conduct, including whether the conduct, if

established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and/or harassment and prevent its recurrence;

- e. The age and relationship of the parties, including whether the Respondent is an employee of the University;
- f. The scope of the alleged Prohibited Conduct, including information suggesting a pattern, ongoing Prohibited Conduct, or Prohibited Conduct alleged to have impacted multiple individuals;
- g. The availability of evidence to assist a decision maker in determining whether Prohibited Conduct occurred; and
- h. Whether the University could end the alleged Prohibited Conduct and prevent its recurrence without initiating its resolution process.

If, after considering these factors and other relevant factors, the Title IX Coordinator determines that the reported conduct presents an imminent and serious threat to the health or safety of the Complainant or other person, or that the conduct as alleged prevents the University from ensuring equal access on the basis of any Protected Characteristic to its education program or activity, the Title IX Coordinator may initiate the complaint.

When the Title IX Coordinator initiates a complaint, the Title IX Coordinator will notify the Complainant prior to doing so and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing Supportive Measures. The University will not compel a Complainant to participate in an investigation or disciplinary proceeding.

Because the University is under a continuing obligation to address Prohibited Conduct campuswide, reports of Prohibited Conduct (including anonymous and third-party reports in which names are not mentioned) also will prompt the University to consider broader remedial action such as increased monitoring, supervision, or security at locations where the reported Prohibited Conduct occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting its policies and practices.

## F. Emergency Removal

Certain circumstances may warrant removing a student Respondent from a University education program or activity before resolution of the complaint. The University may remove a student Respondent on an emergency basis from University property or employment, education or research programs, or activities. The determination of whether to remove a student may be made by the Title IX Coordinator in consultation with other University employees, as necessary. This decision may be made at any point in the process.

Before imposing an emergency removal, the University will undertake an individualized analysis of safety and risk for the campus community to determine whether the Respondent's presence

in the program or activity poses an imminent and serious threat to the health or safety of the Complainant, any student, or other individual arising from the allegations of Prohibited Conduct justifies a removal. If the University determines such removal is necessary, the Respondent will promptly be provided written notice and an opportunity to challenge the decision immediately following the removal. During any challenge, the Respondent will remain off-campus and must comply with the notice of removal. That notice shall include a statement that the use of any information the Respondent chooses to provide may be used subsequently in implementing any aspect of this Policy, including the investigation and adjudication. The Respondent will have 72 hours to submit a written challenge of the safety and risk analysis to the Title IX Coordinator. The Title IX Coordinator will assign the matter to be reviewed by a decision maker to evaluate the information in support of the individualized safety and risk analysis and any information provided by the Respondent and the Complainant, as applicable. The decision maker will submit a final decision in writing to the Respondent and the Complainant within three (3) business days, with a copy to Title IX Coordinator.

Any individual who hears the challenge to the removal determination will not be involved in any decision regarding responsibility or appeal of that decision regarding responsibility.

#### G. Administrative Leave

The University retains the authority to place an employee Respondent on administrative leave during the investigation and adjudication process, consistent with the procedures set forth in the *Employee Handbook*.

### XIII. Informal Resolution Process

The University may resolve reports through informal resolution (which may include the possibility of mediation), as appropriate based on the circumstances. Informal resolution is not appropriate for all matters, including when the reported conduct would present a future risk of harm to others.

Informal resolution is available only once a complaint has been made to the University, prior to a determination of responsibility, and where the Complainant, Respondent, and the University voluntarily consent to the process in writing.

Before initiating an informal process, the University will provide the parties with written notice of the process and obtain the parties' voluntary, written request for and consent to the informal resolution process. The written notice to the parties will disclose:

- The allegations and potential Policy violations at issue;
- The requirements of the informal resolution process (described below);

- The consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared in the event a formal resolution process is resumed;
- The parties' right to withdraw from the informal resolution process and resume the formal resolution process with respect to the complaint, at any time prior to agreeing to a resolution;
- The parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties.

Upon initiation of the informal resolution process, the Title IX Coordinator will appoint an individual to facilitate an informal resolution. The appointed facilitator may be the Title IX Coordinator or a trained third party, but it may not be the same person as the Investigator or the decision maker in the formal resolution process. The facilitator must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

The facilitator will meet with both parties to discuss the options for informal resolution. Although face-to-face mediation or a restorative justice process may be suggested, parties will never be required to meet directly with one another as part of the informal resolution process. Terms of an informal resolution can include restrictions on the Respondent imposed as remedies or disciplinary sanctions, had the matter proceeded to formal resolution.

When allegations of Prohibited Conduct have been resolved through informal resolution by mutual consent of the parties and on a basis that is acceptable to the appointed facilitator in consultation with the Title IX Coordinator, the resolution process shall be considered final and there will be no subsequent process or appeal.

Complaints that are resolved via informal resolution should be completed within 60 days of the University's receipt of the complaint.

#### XIV. Formal Resolution Process: Investigation

Upon the initiation of a complaint and election to proceed to a formal resolution, the University will conduct an adequate, reliable, and impartial investigation of the complaint. In doing so, the University will conduct an investigation that gathers sufficient information to determine whether discrimination, harassment, or retaliation occurred. The investigation will be impartial and will be

conducted by a trained Investigator who has no actual bias or conflict of interest for or against Complainants or Respondents generally or an individual Complainant or Respondent.

During the investigation both the Complainant and Respondent have equal opportunities to receive written notice of allegations; to participate in the investigation; to review and present inculpatory (e.g., evidence that shows Respondent did engage in the reported conduct) and exculpatory (e.g., evidence that shows Respondent did not engage in the reported conduct) information and evidence that is not otherwise impermissible; to be accompanied by an advisor and support person of their choice to any meeting; to timely and equal access to information that will be used in disciplinary proceedings; to timely notice of meetings at which their presence will be requested or required; to simultaneous written notice of the outcome, sanction, and rationale; and to appeal the outcome.

The Investigator, not the parties, is responsible for gathering relevant evidence. The Complainant and Respondent will be asked to identify witnesses and provide other relevant information, such as documents, communications, and other evidence, if available. The parties are encouraged to provide all relevant information as promptly as possible to facilitate prompt resolution and are encouraged to preserve relevant evidence. In the event that a party declines to voluntarily provide material information, the University's ability to conduct a prompt, thorough, and equitable investigation may be adversely impacted.

#### A. Initiating an Investigation

Following the initiation of an investigation, the Title IX Coordinator will assign one or more Investigators to conduct a prompt, thorough, fair, and impartial investigation. The assigned Investigator may be an employee of the University or an external professional hired by the University. The selection of an internal or external Investigator will be informed by the complexity of the case, the availability of internal resources at the time of the investigation, and other reasonable considerations.

The Title IX Coordinator will ensure that the Investigator receives annual training on the University's obligation to address sex discrimination in its education program or activity; the scope of conduct that constitutes discrimination, harassment, and retaliation, including sex-based harassment as defined in the Title IX regulations; the scope of the University's education program and activity; the resolution process outlined in this Policy; how to conduct an investigation that is fair and impartial, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and the meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance pursuant to this Policy.

The Investigator will be impartial and free from actual bias or conflict of interest for or against Complainants or Respondents generally, or the Complainant or Respondent in the matter being investigated. If either party believes an assigned Investigator has a conflict of interest or bias, they must notify the Title IX Coordinator as soon as possible, but no later than three (3) calendar

days after receiving notice of the identity of the Investigator. The Title IX Coordinator will consider the nature of the conflict and determine if a different individual should be assigned as Investigator. The Title IX Coordinator's decision regarding any conflicts is final.

## B. Notice of Allegations

The Title IX Coordinator will provide the Notice of Allegations to the Complainant and Respondent. Such notice will occur as soon as practicable after the University receives a complaint of the allegations, if there are no extenuating circumstances.

The parties typically will be notified through their University email accounts if they are a student or employee and by other reasonable means if they are neither. The University will provide sufficient time for the parties to review the Notice of Allegations and to prepare a response before any initial interview.

The Notice of Allegations will include the following information:

- i. Notice of the University's investigation and adjudication process and a hyperlink to a copy of this Policy;
- ii. Notice of the allegations potentially constituting Prohibited Conduct with sufficient details known at the time the notice is issued, such as the identities of the parties involved in the incident, if known, including the Complainant; the conduct allegedly constituting Prohibited Conduct; and the date and location of the alleged incident, if known;
- iii. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the investigation and adjudication process by a trained and neutral decision maker;
- iv. The name of the Investigator, including how to challenge participation by the Investigator on the basis of a conflict of interest or bias;
- v. Information about the parties' participation options in the process;
- vi. The prohibition against retaliation;
- vii. A list of available Supportive Measures;
- viii. A statement that the parties may have an advisor and support person of their choice, who may be, but is not required to be, an attorney, accompany them to all meetings;
- ix. The importance of preserving any potentially relevant evidence in any format; and



- x. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence obtained as part of the investigation.

To the extent that the University has reasonable concerns for the safety of any person as a result of providing the Notice of Allegations, the University may reasonably delay providing written notice of the allegations in order to address the safety concern appropriately. Reasonable concerns must be based on individualized safety and risk analysis and not on mere speculation or stereotypes.

If the investigation reveals the existence of additional or different potential violations of this Policy, the Title IX Coordinator will issue a supplemental written notice of investigation. The parties will be provided sufficient time to review the additional allegations to prepare a response before any initial interview regarding the additional charges.

### C. Acceptance of Responsibility

At any point during the investigation, the Respondent may elect to accept responsibility for some or all of the Policy violations at issue. Where there is an acceptance of responsibility as to some but not all of the charges, the investigation will continue to conclusion, and any acceptance of responsibility will be documented in the investigation report. Where there is an acceptance of responsibility as to all of the potential Policy violations, the Investigator will complete an investigation report fairly summarizing all information gathered to date and, after consultation with the Title IX Coordinator, will refer the matter for sanctioning, as described below. Where both parties agree, the matter also may be resolved through the Informal Resolution process.

### D. Investigative Steps

During an investigation, the Investigator will seek to meet separately with the Complainant, Respondent, and relevant witnesses. Although the parties to the investigation may provide information and evidence, it is the Investigator's responsibility to gather any evidence relevant to the allegations in the complaint to the extent reasonably available, including information in the possession, custody, or control of the University (e.g., University security access records, employee or student information, etc.). In advance of any interview or meeting, the Investigator will send written notice of the interview date, time, and location, name of participants and purpose of the interview to the parties and witnesses, in sufficient time for the party to prepare and participate. The parties may provide questions they would like the Investigator to ask of the other party or any witness. The Investigator will ask all relevant questions.

### E. Witnesses

The parties may provide names of potential witnesses to the Investigator. Witnesses are individuals who may have information relevant to the incident, including individuals who may have observed the acts in question, may be able to provide contextual information, or may have

other information related to the incident, the disclosure, the parties, or related matters.

In the event that witnesses are interviewed as part of the investigation, the name of the witness and the information gathered in the interviews will be included in the written investigation report, which the parties will have the opportunity to review at the conclusion of the investigation. Witnesses may be asked to participate in a meeting with the Adjudicator in cases alleging sex discrimination.

Expert witnesses are not permitted to be offered by either party in the investigation or adjudication.

#### F. Gathering of Evidence

The parties are permitted to provide all relevant evidence to the Investigator. Evidence includes any facts or information presented in support of an assertion and may include text messages, email exchanges, timelines, receipts, photographs, screen shots, or social media communications. All relevant information collected by the Investigator(s) will be available for review and response by the parties.

The Investigator also may consider information publicly available from online sources that comes to the attention of the Investigator. The University does not actively monitor online sources, however, and as with all potentially relevant information, the Complainant, Respondent, or witness should bring online information to the attention of the Investigator if they believe it is relevant.

The Investigator may also consider additional documents, items, or other relevant information that the Investigator independently obtains through witnesses or otherwise during the course of the investigation. This information also will be shared with the parties. Any evidence available, but not disclosed by the parties during the investigation, may be precluded from consideration at a subsequent hearing.

The Investigator(s) may visit relevant sites or locations and record observations through written, photographic, or other means.

#### G. Relevance

The University will not restrict the ability of either party to gather and present relevant evidence. Evidence is relevant if it is related to the allegations of Prohibited Conduct under investigation. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decision maker in determining whether the alleged Prohibited Conduct occurred. The Investigator and Adjudicator have the discretion to determine the relevance and probative value of information proffered or received.

In addition, the Investigator and Adjudicator will be guided by the following evidentiary considerations:

- ***Prior or Subsequent Conduct of the Respondent:*** In gathering information, the Investigator and Adjudicator may consider other reports of, or findings of responsibility for, similar conduct by the Respondent to the extent such information is relevant and available. Such information may be relevant to prove motive, intent, absence of mistake, pattern, or another material fact. For example, where there is evidence of a pattern or conduct similar in nature by the Respondent, either prior to or subsequent to the conduct in question, regardless of whether there has been a finding of responsibility, this information may be relevant and probative to the determination of responsibility and/or assigning of a sanction. Similarly, prior or subsequent conduct of a Complainant, even when it involves conduct that may violate University Policy, may be considered when relevant. The Investigator and Adjudicator will determine the relevance of this information, and both parties will be informed if evidence of prior or subsequent conduct is deemed relevant.
- ***Complainant's Sexual Interests or Prior Sexual Conduct:*** Questions and evidence about the Complainant's sexual interests or prior sexual conduct are not relevant unless such questions and evidence are:
  - Offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant; or,
  - The questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

Previous relationships or prior consent cannot imply consent to future sexual acts. The Investigator and Adjudicator will assess whether information related to Complainant's sexual interests or prior sexual conduct is relevant. Where a sufficient informational foundation exists for the inclusion of such evidence, the Investigator will provide notice to both parties of the scope of any inclusion of such information in the investigation report.

#### H. Medical and Counseling Records and Other Privileged Information

Evidence that is protected under a privilege recognized by federal or state law or evidence provided to a confidential employee is impermissible in the investigation and resolution, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, is likewise impermissible, unless the University obtains that party's or witness's voluntary, written consent for use in the investigation and resolution.

## I. Expectations of the Parties

The University expects all members of the University community to cooperate fully with the investigation and disciplinary procedures. It is understood that there may be circumstances in which a Complainant or Respondent wishes to limit their participation, and the University will respect the choice of the Complainant or Respondent as to how to engage in proceedings under this Policy. The University may, however, move forward with formal resolution without the participation of a party or parties.

The University will not draw any adverse inference solely from a party's decision not to participate in the investigation or any form of resolution under this Policy; however, the Complainant or Respondent should be aware that declining to participate in the investigation may impact the timing and outcome of the case.

In the event that a Respondent who has been notified of an investigation or adjudication fails to participate, the investigation or adjudication may proceed, findings reached, and if appropriate, a sanction imposed even without the participation of the Respondent.

## J. Effect of Withdrawal from the University

At any time, the University may place an administrative hold on the Respondent's University transcript or defer or withhold the award of the Respondent's degree. Even if a Respondent withdraws from the University, the Title IX Coordinator may proceed with further action as necessary to eliminate, prevent, or address any impacts of the reported conduct.

## K. Safeguarding the Privacy of Complainants and Respondents

The University will take reasonable steps to maintain the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consulting with their family members, confidential resources, or advisors; or otherwise preparing for or participating in the resolution process. The parties cannot engage in retaliation, including against witnesses. Individuals involved in investigations or disciplinary proceedings under this Policy are encouraged to exercise discretion in sharing information to safeguard the integrity of the process and to avoid the appearance of retaliation.

While discretion regarding the process is important, Complainants and Respondents are not restricted from discussing and sharing their experiences with others who may support or assist them during the process. Parties, advisors, and support persons, however, are precluded from disclosing information and evidence obtained solely through the investigation process.

## L. Timing of Investigation

The Investigator will provide periodic updates to the parties about the status of the investigation, with a goal to complete the fact-gathering portion of the investigation within approximately fifty (50) business days.

At the conclusion of the fact-gathering process and prior to the completion of the investigation report, the Investigator will make information gathered in the investigation available for review by the parties, their advisors, and support persons. The parties will have an equal opportunity to inspect and review all relevant evidence obtained as part of the investigation that is related to the allegations raised in the complaint, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. The Investigator will send to each party, the party's advisor, and the party's support person, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) business days to submit a written response, which the Investigator will consider prior to completion of the investigative report. In the written submission, the parties may offer additional comment or feedback on the facts as gathered, clarify information previously shared, submit questions to be asked of the other party, suggest additional witnesses, or identify any other relevant information or evidence to assure the thoroughness, sufficiency, and reliability of the investigation. To the extent the requested additional steps would seek relevant information, the Investigator should take the requested investigative steps.

## XV. Formal Resolution Process: Determination, Sanction, and Appeal

The University has two separate procedures for determining whether the reported conduct occurred. When the complaint alleges sex discrimination, the University assigns the matter to an external Adjudicator to decide the outcome. When the complaint alleges any other form of Prohibited Conduct that is not sex discrimination, the Investigator decides the outcome. Both resolution processes apply a preponderance of the evidence standard, are guided by the same sanctioning considerations, and provide the same appeal rights and grounds to the parties.

### A. Formal Resolution Process for Allegations of Prohibited Conduct that is not Sex Discrimination and Sex-based Harassment

#### 1. Investigator as Decision Maker

When the complaint alleges Prohibited Conduct that is not sex discrimination, the outcome will be decided by the Investigator. Following the evidence review and the exhaustion of all requested and relevant investigative steps, the Investigator will prepare a written investigation report that fairly summarizes the information gathered in the investigation and reaches a determination on whether the Prohibited Conduct occurred, using a preponderance of the evidence standard. The Investigator will objectively evaluate all evidence that is relevant and

not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness. If the Investigator is not persuaded under the applicable standard by the evidence that Prohibited Conduct occurred, whatever the quantity of the evidence is, the Investigator will not determine that Prohibited Conduct occurred. The determination will include a rationale, if Respondent is found responsible for engaging in Prohibited Conduct, the determination will include a sanction, and the procedures and permissible bases for the Complainant and Respondent to appeal.

## 2. Submission of Impact and Mitigation Statements

To inform the decision on sanction, following the evidence review, both parties may submit Impact and Mitigation Statements to the Title IX Coordinator. These statements present the parties with the opportunity to share any information they would like the Investigator to consider when assigning a sanction. The Title IX Coordinator shall disclose Impact and Mitigation Statements to the Investigator only in cases in which the Investigator informs the Title IX Coordinator that they have reached a decision regarding the Respondent's responsibility, and that the Respondent will be found responsible.

## 3. Sanction, Remedies, and Appeal

See section XV.C and XV.E below for information on sanction, remedies, and appeals following a determination by the Investigator.

### B. Formal Resolution Process for Allegations of Sex Discrimination including Sex-based Harassment

#### 1. The Investigation Report

Based on the written responses to the evidence review, the Investigator, in coordination with the Title IX Coordinator, will determine whether further investigation is required. In either case, the Investigator will produce an investigation report. The investigation report will fairly summarize the relevant information gathered in the investigation, and will not include a determination on responsibility.

The investigation report will be sent to each party, their advisors, and support persons in an electronic format or a hard copy for their review and written response. Both parties may submit a written response to the investigation report to the Title IX Coordinator within ten (10) calendar days of receiving the investigation report.

#### 2. Assignment to an Adjudicator

Upon submission of the investigation report to the parties, the matter will be referred to an

Adjudicator to: (a) review the investigation report and the responses of the parties to that report; (b) conduct individual meetings that provide for the opportunity for live examination of the parties and witnesses; (c) determine whether the information is sufficient, by a preponderance of the evidence standard, to establish that the Respondent violated University Policy; and (d) in cases where the Respondent is found responsible, impose an appropriate sanction.

The Adjudicator will be an external professional who is free from conflicts of interest and bias for or against either party in the matter and Complainant or Respondents generally and who has received annual training on the University's obligation to address sex discrimination in its education program or activity; the scope of conduct that constitutes sex discrimination, including sex-based harassment in the Title IX regulations; the scope of the University's education program and activity; the resolution process outlined in this Policy; how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and the meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance pursuant to this Policy. If either party believes the Adjudicator has a conflict of interest or bias, they may notify the Title IX Coordinator, who will determine if a conflict or bias exists, and if so, replace the Adjudicator with another individual.

### 3. Scheduling Individual Meetings with Parties and Witnesses

To conduct cross-examination, the Title IX Coordinator will schedule individual meetings with each participating party, their advisor and support person, and the Adjudicator via a Notice of Meeting, which shall include:

- The name of the Adjudicator;
- The proposed dates, times, and location for individual meetings with each participating party, their advisor and support person, and the Adjudicator;
- The factual allegations concerning the violation(s);
- The provisions of the Policy alleged to have been violations;
- How to challenge participation of the any member of the Adjudicator on the basis of conflict of interest or bias;
- The right to have an advisor and support person present at the meeting, and that those individuals have no speaking role; and
- The opportunity and due date to submit questions to be asked by the Adjudicator of any party or witness.

The Respondent and Complainant will be provided the Notice of Meeting at least five (5)

calendar days prior to the date of the meeting and will have three (3) business days to request that the Adjudicator be recused for conflict of interest or bias.

#### 4. Impact and Mitigation Statements

Upon receiving the Notice of Meeting, and until three (3) business days prior to the commencement of the party's individual meeting, both parties may submit Impact and Mitigation Statements to the Title IX Coordinator. These statements present the parties with the opportunity to share any information they would like the Adjudicator to consider when assigning a sanction. The Title IX Coordinator shall disclose Impact and Mitigation Statements to the Adjudicator only in cases in which, after the meeting, the Adjudicator informs the Title IX Coordinator that they have reached a decision regarding the Respondent's responsibility, and that the Respondent will be found responsible.

#### 5. The Meetings

As promptly as possible, but no earlier than five (5) calendar days after the Notice of Meeting is issued, the Adjudicator will hold individual meetings with participating parties and any identified witnesses for whom either the parties have submitted written relevant questions or the Adjudicator has identified relevant questions. The purpose of the meeting will be for the Adjudicator to ask relevant questions by the parties or developed by the Adjudicator. Throughout the meeting process, the Respondent is presumed not responsible.

The meetings will be conducted individually with each party or witness, and never with the non-participating party present. The meetings will be facilitated in a manner that will allow the Adjudicator to simultaneously see and hear the participating party or witness.

The meeting is an opportunity for each party to address the Adjudicator. The parties may address any information in the investigation report and supplemental statements submitted in response to the investigation report. The University will make all evidence related to the allegations, as shared in the evidence review, available to the parties at the meeting.

The Adjudicator has the discretion to determine the format for the meeting and its deliberations. Typically, a party will have an opportunity to answer questions identified by the Adjudicator, answer relevant questions submitted by the other party, and provide a closing statement. Advisors and support persons present may provide guidance and support to the participating party, but may not speak on behalf of a party or otherwise disrupt the meeting.

The Adjudicator will determine whether a question submitted by a party is relevant and not otherwise impermissible, prior to the question being asked, and must explain any decision to exclude a question as not relevant or otherwise impermissible. If it is determined that the question is relevant and not otherwise impermissible, then the question must be asked, unless it is harassing of the party or witness being questioned. In such a case, the Adjudicator shall



provide the asking party the opportunity to clarify or revise the question that the Adjudicator determined was unclear or harassing. If the party sufficiently clarifies or revises a question, the question must be asked.

A party or witness is permitted to not answer questions or not participate in the meeting. The Adjudicator may choose to place less or no weight upon statements by a party or witness who refuses to respond to questions deemed relevant and not impermissible. The Adjudicator may not draw any inference about whether Prohibited Conduct occurred based solely from the decision of a party or witness to not answer questions or not participate in the meeting.

The meetings will be recorded through audio and a transcript will be shared with the non-present party. If a party has additional relevant questions for a party or witness following review of a recorded meeting, the party may submit additional written questions to the Title IX Coordinator. If those written questions are relevant, a second meeting will be scheduled and the process will repeat for that party or witness.

Following the conclusion of the meetings, the Adjudicator will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness. In determining the outcome of the case, the Adjudicator will apply the preponderance of the evidence standard, i.e., whether it is more likely than not that the allegations of the complaint are proven, and if so, whether the conduct violated this Policy. The burden of proving that this standard was met rests with the University, not the parties to the case. If the Adjudicator is not persuaded under the applicable standard by the evidence that Prohibited Conduct occurred, whatever the quantity of the evidence is, the Adjudicator will not determine that Prohibited Conduct occurred.

The Adjudicator will notify the Title IX Coordinator of its decision. After being informed of the decision of the Adjudicator, and only in cases in which the Respondent is found responsible, the Title IX Coordinator shall disclose the Impact and Mitigation Statements, if any, to the Adjudicator.

### C. Sanction(s)

The University may only institute discipline on a Respondent for Prohibited Conduct following a determination at the conclusion of an investigation that the Respondent engaged in Prohibited Conduct.

Following receipt of the parties' impact statements, the Adjudicator will determine a sanction. In addition to the parties' impact statements, the Title IX Coordinator also will provide the Adjudicator with a summary of the judicial/disciplinary history (date, charge, and disciplinary action) of the Respondent, if applicable, along with any available sanctioning precedents in similar cases. The Adjudicator will consider all of the documents and information provided in

determining an appropriate sanction.

The Policy prohibits a broad range of conduct, all of which is serious in nature. In keeping with the University's commitment to foster an environment that is safe, inclusive, and free from discrimination and harassment, the Adjudicator has great latitude in the imposition of sanctions tailored to the facts and circumstances of each report, the impact of the conduct on the Complainant and surrounding community, and accountability for the Respondent. Sanctions should support the University's educational mission and federal obligations.

In determining the appropriate sanction(s) and/or remedies, the Adjudicator will consider a number of factors, including:

- The nature of the conduct at issue;
- The impact of the conduct on the Complainant;
- The impact or implications of the conduct on the University community;
- Prior misconduct by the Respondent, including the Respondent's relevant prior discipline history, both at the University or elsewhere, and any criminal convictions, if such information is available and known;
- Any expression of remorse or acceptance of responsibility by the Respondent;
- Maintenance of a safe and respectful environment conducive to learning;
- Protection of the University community;
- The necessity of any specific action to eliminate the Prohibited Conduct, prevent its recurrence, and remedy its effects on the Complainant or other University community members; and,
- Any mitigating, aggravating, or compelling circumstances to reach a just and appropriate resolution in each case.

Sanctions may be issued individually, or a combination of sanctions may be imposed. Sanctions will be imposed following the expiration of the time to appeal, or determination of appeal.

## 1. Range of Sanctions

Disciplinary sanctions for students may include a warning, probation, fines or restitution, suspension, or expulsion from any or all University program(s) and activities in which the student is enrolled or participating. It also may include other action as deemed appropriate under the circumstances to preserve the rights of the Complainant to a safe environment.

Although sanctions for violation(s) of this Policy can include any form of discipline as stated in this section, students found to have committed sexual assault most likely will receive a sanction of suspension or expulsion.

Disciplinary sanctions for employees may include a warning, probation, fines or restitution, suspension, termination of employment, or other action as deemed appropriate under the circumstances.

The Title IX Coordinator will, as appropriate coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions and take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the University's education program or activity.

## 2. Remedies

After a determination of Prohibited Conduct has been made, the Adjudicator, the Investigator, or Title IX Coordinator may issue remedies to the Complainant or any other impacted individual whose equal access to the University's education programs or activities were limited or denied by the Prohibited Conduct, in order to restore or preserve that person's access to the University's education program or activity.

### D. The Written Outcome Letter

The Adjudicator will prepare a written outcome letter, including the finding of responsibility or non-responsibility, and, if applicable, the sanction and rationale. To the extent permitted by law, the Complainant and Respondent will be informed simultaneously, in writing, no later than ten (10) business days following the Adjudicator's decision.

The written outcome letter will include:

- A description of the alleged Prohibited Conduct;
- Information about the policies and procedures that the University used to evaluate the allegations;
- The Adjudicator's evaluation of the relevant and not otherwise impermissible evidence and determination whether Prohibited Conduct;
- Conclusions regarding the application of the Policy to the facts;
- Upon a finding that Prohibited Conduct occurred, the disciplinary sanctions imposed on the Respondent and the remedies offered to the Complainant or other impacted students; and

- The procedures and permissible bases for the Complainant and the Respondent to appeal.

## E. Appeals

The Complainant and Respondent may appeal the outcome, subject to the limitations set forth below. The Title IX Coordinator will provide written notification to the Complainant and the Respondent of any applicable appeal procedures at the time the Complainant and Respondent receive the Investigator's investigation report for complaints alleging Prohibited Conduct that is not sex discrimination, or the Adjudicator's written outcome letter in matters involving sex discrimination. The purpose of an appeal is to allow the University to review and correct material errors in the adjudication process, if any.

### 1. Grounds for Appeal

A Complainant or Respondent may appeal the decision of the Adjudicator or Investigator on one or more of the following grounds:

- Discovery of new evidence, which was not reasonably available at the time of the determination regarding responsibility or dismissal was made, that would change the original outcome;
- Procedural irregularity that would change the outcome of the matter; or
- The Title IX Coordinator, Investigator, and/or the Adjudicator had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome of the matter.

The right of appeal is available only to a Respondent or Complainant.

### 2. Appeal Procedures

An appeal must be made in writing, signed by the party filing the appeal, and directed to the appropriate Appellate Official. An appeal in which the Respondent is a student must be directed to the Provost and an appeal in which the Respondent is an employee must be directed to the Chief Operating Officer. Any of these individuals may assign the appeal to a designee to serve as the Appellate Official, so long as that person is appropriately trained and does not have a conflict of interest or bias for or against Complainants or Respondents generally, or the Complainant or the Respondent in the appealed matter.

Appeals must be made within five (5) business days of receipt of the Investigator's investigation report for complaints alleging Prohibited Conduct that is not sex discrimination, or the Adjudicator's written outcome letter in matters involving sex discrimination. The appeal must include the grounds for appeal and an outline of any supporting evidence.

When a party appeals either the determination of the Adjudicator or Investigator, the dismissal of a complaint, or the provision of a Supportive Measures, the Title IX Coordinator will do the following:

- Notify the other party in writing when an appeal is filed;
- Ensure that the appellate official is not the Investigator(s) or a member of the Adjudicator and ensure that this individual is trained appropriately; and
- Allow both parties reasonable and equal opportunity to make a statement in support of, or challenging, the outcome.

The Appellate Official may: (1) affirm the findings or determination of responsibility, or (2) remand the matter for reevaluation or further investigation. The Appellate Official will issue a simultaneous written decision to the parties within ten (10) calendar days of receipt of the appeal. In reaching a decision, the Appellate Official has the discretion to consult with relevant stakeholders.

All decisions by the Appellate Official are final.

## XVI. Prevention and Education

The University is committed to the prevention of Prohibited Conduct through regular and ongoing education and awareness programs. All incoming students and new employees (faculty and staff) receive primary prevention and awareness programming, and returning students and current employees receive ongoing training and related programming.

## XVII. Training, Documentation, and Record Retention Policies

Individuals facilitating informal resolutions, conducting investigations, determining outcomes, implementing the resolution process, and modifying or terminating Supportive Measures under this Policy will receive training annually on the University's obligation to address Prohibited Conduct in its education program or activity; the scope of conduct that constitutes Prohibited Conduct; the scope of the University's education program and activity; the resolution process outlined in this Policy; how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and the meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance pursuant to this Policy; the University's record keeping system, and any other specific training required by law.

The University will create and maintain the following records for a period of seven years: records of any actions, including any Supportive Measures, taken in response to a report or

complaint of Prohibited Conduct; records of investigations, including any determination regarding responsibility and any audio recording(s) or transcript(s) created, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant; any appeal and the result of that appeal; any Informal Resolution and the result of such resolution processes; and all materials used to provide training. These records will be maintained in accordance with the privacy protections required by law.

## Whistleblower Protection Policy

### 1. Application

- a. This Whistleblower Protection Policy applies to all employees, whether full-time, part-time, or temporary employees, to all volunteers, to all who provide contract services, and to all officers and directors of SFBU, each of whom shall be entitled to protection.

### 2. Reporting Credible Information

- a. A protected person shall be encouraged to report information relating to illegal practices or violations of policies of SFBU (a "Violation") that such person in good faith has reasonable cause to believe is credible. Information shall be reported to the Compliance Officer, or his or her designate, unless the report relates to the Compliance Officer, in which case the report shall be made to university President, who shall be responsible to provide an alternative procedure.
- b. Anyone reporting a Violation must act in good faith and have reasonable grounds for believing that the information shared in the report indicates that a Violation has occurred.

### 3. Investigating Information

- a. The Compliance Officer shall promptly investigate each such report and prepare a written report to the President. In connection with such an investigation all persons entitled to protection shall provide the Compliance Officer with credible information. All actions of the Compliance Officer in receiving and investigating the report and additional information shall endeavor to protect the confidentiality of all persons entitled to protection.

### 4. Confidentiality

SFBU encourages anyone reporting a Violation to identify himself or herself when making a report to facilitate the investigation of the Violation. However, reports may be submitted anonymously by filling out a "Complaint Form" and mailing it to the Compliance Department.

Reports of Violations or suspected Violations will be kept confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or to enable SFBU or law enforcement to conduct an adequate investigation.

## 5. Protection from Retaliation

- a. No person entitled to protection shall be subjected to retaliation, intimidation, harassment, or other adverse action for reporting information in accordance with this Policy. Any person entitled to protection who believes that he or she is the subject of any form of retaliation for such participation should immediately report the same as a violation of and in accordance with this Policy.
- b. Any individual within SFBU who retaliates against another individual who has reported a Violation in good faith or who, in good faith, has cooperated in the investigation of a Violation is subject to discipline, including termination of employment or volunteer status.

## 6. Dissemination and Implementation of Policy

- a. This Policy shall be disseminated in writing to all affected constituencies. SFBU shall adopt procedures for implementation of this Policy, which may include:
  - i. Documenting reported Violations;
  - ii. Working with legal counsel to decide whether the reported Violation requires review by the Compliance Officer or should be directed to another person or department;
  - iii. Keeping the board of directors informed of the progress of the investigation;
  - iv. Interviewing employees;
  - v. Requesting and reviewing relevant documents, and/or requesting that an auditor or counsel investigate the complaint; and
  - vi. Preparing a written record of the reported violation and its disposition, to be retained for a specified period.

## Reasonable Accommodation

SFBU is compliant with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. SFBU will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and practices, provided the requested accommodation does not create an undue hardship for SFBU and/or does not pose a direct threat to the health and safety of others in the workplace and/or to the individual.

If you believe that you have been treated in a manner not in accordance with these policies, please notify SFBU immediately by speaking to the Human Resource Department. You are encouraged to utilize this procedure without fear of retaliation. If you believe that you have been treated in a manner not in accordance with these policies, please notify SFBU immediately by speaking to the Human Resource Department. You are encouraged to utilize this procedure without fear of retaliation.

## American with Disabilities Act; California Fair Employment Housing Act

1. SFBU is committed to assuring equal employment opportunity and equal access to services, programs, and activities for persons with disabilities. It is the policy of the University to provide reasonable accommodation(s) to a qualified person with a disability to enable such person to perform the essential functions of the position for which he/she is employed or is applying for employment.
2. **Scope.** The Policy and Procedure applies to all employment practices and actions. It includes, but is not limited to, recruitment, the job application process, hiring, training, disciplinary actions, rates of pay or other compensation, leave of absence, advancement, classification, transfer and reassignment, promotions, and other terms and conditions of employment. This Policy and Procedure applies to both temporary and permanent disabilities.
3. Definitions
  - a. Individuals with a disability are:
    - i. Has a physical or mental impairment or medical condition that limits one or more of the major life activities,
    - ii. Has a record of such an impairment; or
    - iii. Is regarded as having such impairment
  - b. A **Qualified Individual** is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. The Interactive Process is an ongoing dialogue between the appointee and appropriate representatives of the university about possible options for reasonably accommodating an individual with a disability. This process includes ascertaining the appointee's job-related limitations and determining how they could be overcome with a reasonable accommodation as well as identifying potential accommodations and assessing their effectiveness. Both the appointee and the University are required to participate in this process in good faith.
  - c. A **Reasonable Accommodation** is a modification or adjustment to the workplace that enables an appointee to perform the essential functions of the job held or desired without imposing an undue hardship on the operation of the employer's business.
  - d. **Essential Functions** means the fundamental job duties of the employment position. "Essential functions" does not include the marginal functions of a position. A job function may be considered essential for a variety of reasons, including:
    - i. The position exists to perform that function.



- ii. Only a limited number of employees is available among whom the performance of that job function can be distributed.
- iii. The function may be highly specialized

The essential functions of a position may be described in a job description or other documentation. Other factors that may provide evidence of whether a function is essential include the amount of time spent performing the function; the consequences of not requiring the incumbent to perform the function; or the work experience of past incumbents or current incumbents in similar jobs.

- e. **Undue Hardship** is requiring significant difficulty or expense to the employer, considering such factors as the:
  - i. nature and cost of the accommodation
  - ii. overall financial resources of the employer
  - iii. number of persons employed in the facility
  - iv. effect of the reasonable accommodation on resources
  - v. impact of the accommodation on operations

No single factor is intended to have more weight than another. Rather, all the factors are considered together in determining whether a proposed accommodation imposes an undue hardship.

#### 4. Interactive Process

- a. When a reasonable accommodation is needed, please contact The Human Resources Department to facilitate the interactive process. A doctor's assessment note must accompany the request.
- b. With a reasonable accommodation request, it is imperative that the interactive process and exchange take place between the Office of Human Resources, the supervisor, and the employee. During this interactive process, the parties will discuss whether accommodations are necessary for the employee to be able to perform the essential functions of the job. Accommodations must be made on a case-by-case basis, but could include job restructuring, initiating part-time or modified work schedules, and providing assistive devices it is important to note that accommodations are based on the unique needs of the employee's limitations and the necessity to perform the essential functions of the job and not necessarily on the employee's preferences. On the other hand, if reasonable, primary consideration should be given to the employee's preferences. The department does have the discretion to select between equally effective accommodations in terms of cost and ease of implementation.

#### 5. Examples of Accommodations

- a. Examples of accommodations (depending on business needs) for employees with disabilities or religious beliefs may include flexible scheduling, reduced work schedules, and modified work. Other examples include:

- i. Flexible scheduling: Allow more frequent or extended breaks, different starting times, time off for doctor appointments, etc.
  - ii. Reduced work schedule: Temporarily reduce work hours or reassign the employee to part-time work. An employee might return to work part-time following a hospitalization until able to resume full-time schedule.
  - iii. Modified job: Reassigning non-essential work tasks, evaluating equipment and machinery used in terms of safety issues, reassigning work areas for ease of concentration and/or reduced noise levels.
- b. The goal of accommodation is to help the employee perform the essential job functions and meet normal performance standards.

## 6. Applicant Process

- a. A job applicant may request an accommodation from the Human Resources Department by completing and submitting Reasonable Accommodation Request form. Upon receipt of the request, the Office of Human Resources will determine whether an accommodation is appropriate, and if so, the accommodation.

## 7. Employee Process

- a. If you require an accommodation to perform the essential functions of your job and/or for your religious practices or beliefs, please obtain, complete, and submit to the Human Resources Department for a Reasonable Accommodation Form which is available on the [Employee Portal](#).
- b. Once SFBU is aware of the need for accommodation, SFBU will engage in an interactive process to identify possible accommodations. With a reasonable accommodation request, it is imperative that the interactive process and exchange take place between the Human Resources Department, the supervisor, and the employee. During this interactive process, the parties will discuss whether accommodations are necessary for the employee to be able to perform the essential functions of the job.
- c. The employee requesting an accommodation obtains, completes, and submits to the Human Resources Department a [Reasonable Accommodation Request form](#).
- d. Upon review of the accommodation request, if the Office of Human Resources determines that the employee is entitled to an accommodation and that the proposed accommodation is reasonable as defined by the ADA and other applicable laws, regulations, rules, and Executive Orders, then the Office of Human Resources will consult with the employee and the employee's supervisor about appropriate methods of implementing the requested accommodation or some variation thereof. The Office of Human Resources will conduct a job audit of the duties and responsibilities of the position in instances where the essential duties are an issue.

- e. If it is determined that the accommodation is not justified, or the accommodation is not reasonable given the disability, then the applicant will receive notification of the denial of their request for reasonable accommodation. If the denial is based upon undue hardship, the Office of Human Resources will explore an alternative accommodation that will not cause an undue hardship.

## Religious Accommodation

1. San Francisco Bay University (SFBU) is committed to providing an academic and work environment that is respectful of the religious beliefs of students and employees that conflict with policy, procedure, or other academic or employment requirements. SFBU will make good faith efforts to provide reasonable religious accommodation to students and employees unless such an accommodation would create an undue hardship.
2. Definitions
  - a. A Religious Accommodation is a reasonable change in the work or academic environment that enables a student or employee to practice or otherwise observe a sincerely held religious practice or belief without undue hardship on the university. A reasonable religious accommodation may include but is not limited to time for prayer during a workday, the ability to attend religious events or observe a religious holiday, or any necessary modification to university policy, procedure or other requirement for a student's or employee's (or prospective employee's) religious beliefs, observance, or practice, provided such accommodation is reasonable and does not cause undue hardship.
  - b. Significant difficulty or expense based on the university's resources and circumstances in relation to the cost or difficulty of providing a specific accommodation is an **undue hardship**. Undue hardship may refer to financial difficulty in providing an accommodation or accommodations that are unduly expensive, substantial, disruptive, or that would fundamentally alter academic requirements, the nature or operation of the university's business, or the essential functions of a job. Accommodations which interfere with the safe and efficient operation of the workplace or campus will often present an undue hardship.
3. Accommodation Request Evaluation
  - a. Accommodation evaluations will be made on a case-by-case basis considering factors including but not limited to, the fundamental requirements of the applicable academic program and/or related technical standards, essential functions of an individual's job, the duties of others in the department or job group, the requirements of the department or major, any impact of the accommodation, the duration of the accommodation request, and the availability of alternative accommodations.

#### 4. Procedure

- a. Student: Submit a Religious Accommodation Request form to the director of counseling & career services.
  - i. The Director of Counseling & Career Services will schedule a meeting to discuss the request.
  - ii. Upon approval an implementation plan will be determined by the director. The director will facilitate communication with affected departments.
- b. Employee
  - i. Submit a Religious Accommodation Request form to the Human Resources Department.
  - ii. Upon evaluation a response of approval or denial with justification will be provided.
    - 1. In the event of a denial human resources will work with the employee to determine if an alternate suitable accommodation is possible.

#### 5. Confidentiality

- a. The university will endeavor to protect the requesting student worker or employee's privacy in evaluating and implementing the accommodation requested to the extent possible. However, following receipt of the request, the university official or administrator, supervisor(s) or designee(s) will discuss the accommodation request as necessary with the student or employee, and with select others to further evaluate and/or implement the accommodation. Approvals should be provided in writing to the requesting student or employee whenever possible.

### Retaliation for accommodation requests

The university prohibits retaliation against students and employees requesting religious accommodation, participating in an approved accommodation, or otherwise engaging in protected conduct under this policy. Any person who violates this anti-retaliation provision may be subject to disciplinary and/or corrective action.

## GENERAL EMPLOYMENT INFORMATION

### Introductory Period

The first three months of employment are considered an introductory period that gives both you and SFBU an opportunity to evaluate each other and the fit. Please note your employment is always at-will, and SFBU makes no guarantee to employ you through the completion of the introductory period, nor does completion of the introductory period guarantees continued

employment. You and SFBU continue to have the right to terminate your employment at any time, with or without cause or notice.

## Regular and Temporary Employment

Regular employees are those who are hired to work on a regular schedule for an indefinite period. Regular employees may be classified as full-time or part-time and may work on a Full Year basis. Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of six months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

## Academic Year and Full Year Employment

Employees may be employed on a Full Year or Academic Year basis. Full-year employment is based on the University's fiscal year from July 1 through June 30. Academic Year employment is based on the SFBU's academic calendar which is normally published a year ahead. All Faculty and certain academic support employees and administrators are employed on an Academic Year basis.

## Faculty and Non-Faculty Employees

Faculty employees are those employees whose primary responsibilities include teaching, advising, coaching, and directing student educational activities. Faculty employees work on a semester and Full Year basis. Non-faculty employees are those whose primary responsibilities include supporting either the academic infrastructure or the operations of the University. Non-Faculty employees may work on a Full Year basis.

## Full-time and Part-time Employment

### **Full-time Employees: Faculty**

Full-time faculty are those who are scheduled to teach, chair, or serve as ~~dean~~ for the equivalent of 9 or more courses, or the equivalent commitments per school year, with a maximum unit load of 30 credits.

Postdoctoral teaching fellows are required to teach 7 courses per year, typically divided into 2-3 courses per term, in addition to their research duties.

Upon commencement of employment, regular full-time faculty are eligible for most employee benefits described in this handbook, in accordance with the enrollment requirements of the benefit plans. Vacation leave must be approved by the Provost. In general, faculty are not permitted to request vacation time that conflicts with instructional responsibilities.

### **Part-time Employees: Faculty**

All part-time faculty assignments are temporary in nature, contingent on enrollment, funding, and program changes, and that no part-time faculty member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or re-employment preference seniority, of the part-time faculty member. Adjunct faculty who teach 9 or more credits per semester are eligible for university provided benefits.

### **Full-time Employees: Non-Faculty**

Full-time non-faculty are those who are scheduled for and do work for 37.5 hours per week. Upon commencement of employment, regular full-time non faculty are eligible for most employee benefits described in this handbook, in accordance with the enrollment requirements of the benefit plans.

## **Job Duties**

When you begin working at SFBU, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the University. SFBU depends on your cooperation and assistance in performing such additional work. The University reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **Work Schedules**

The University is normally open for business between the hours of 8:15 AM and 5:30 PM, Monday through Friday. Your supervisor will work out your individual work schedule. All employees are expected to be in their classrooms or at their desks or workstations at the start of their scheduled workdays, ready to work. Occasionally, there will be events that require attendance at other times of the day or week, and faculty are expected to be present. Non-faculty employees are required to be on campus between the hours of 9:00 AM and 5:30 PM. There are some non-faculty positions (receptionists, etc) whose specific job requirements demand their presence at other times. Part-time non-faculty may have other prorated hours, as determined by the Vice Provost in conjunction with the Deans/ Chairs. Occasionally, there will be events that require non-faculty employees' attendance at other times of the day or week, and non-faculty are expected to be present.

Full-time employees in eligible positions may request a hybrid work arrangement in accordance with SFBU's [Guidance on Approving Hybrid Work Schedules](#) for approving hybrid work schedules. Employees whose functions are student facing are not eligible for hybrid work schedules. Approval for remote or hybrid work is determined on a case-by-case basis, taking into consideration business and operational needs. The employee's job duties, responsibilities,

performance expectations, and overall terms of employment with the University will remain unchanged.

## Family Friendly Workplace

The University will consider requests from employees for flexible or predictable working arrangements to assist with caregiving responsibilities. An employee may request changes in the terms and conditions of their employment to assist with care for a child or children under the age of eighteen; a person or persons with a serious health condition in a family relationship with the employee; or a parent (age 65 or older) of the employee. Employees should submit their requests in writing to their supervisor and the Human Resources Director. The University will consider the employee's request, in light of the nature of the employee's position, the business needs of SFBU and the needs of students and fellow employees. Employees should understand that the University does not normally grant requests for employees to telecommute unless there is prior approval by HR and Supervisor.

## Employment of Relatives

Relatives of employees may be eligible for employment with the University only if the individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. SFBU defines "relatives" as spouses, children, siblings, parents, in-laws, domestic partners, and step-relatives. Current employees who marry will be permitted to continue working in their existing positions only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

## Volunteers & Internships

Employees are strictly prohibited from agreeing to, permitting, or soliciting for any volunteer or internship arrangements with any member of the SFBU community or any third party. Any volunteer or internship arrangements must be reviewed and approved in advance by SFBU HR.

## Personnel Records

Recognizing the confidentiality of the information in your personnel record, SFBU limits access to the personnel records to you and those with proper authorization or pursuant to legal process. No documents in your personnel file will be released without your consent except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by individuals. You may review your own personnel file with the Human Resources Department to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records are also subject to review by investigative agencies, or during periodic audits conducted by SFBU.

An employee may review and make copies of their personnel file by submitting a request to the Human Resources Department. Within 30 days of receiving the written request, the Human Resources Department will make personnel records available to the employee for inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee is responsible for the cost of copying the records.

## News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the University may comment to news reporters on SFBU policy or events relevant to SFBU.

## Bridging of Time

SFBU will give credit to employees previously employed by the University, provided the break in service does not exceed 365 days subject to the requirements of benefit plans. The break in service time will be deducted from the employee's original service date for purposes of the following:

- Seniority date
- Vacation accrual
- Sick leave accrual
- Retirement

# COMPENSATION AND PAYROLL PRACTICES

## Payroll Classifications

1. **Full-Time:** An employee that is regularly scheduled for and regularly works 30 or more work hours per work week.
2. **Part-Time:** An employee that is regularly scheduled for and regularly works fewer than 30 work hours per work week.
3. **Staff:** An individual on the SFBU payroll that is not an Adjunct Faculty Member, Student Assistant, or Temporary employee.
4. **Student Assistant:** An individual on SFBU's payroll that is concurrently an enrolled student at SFBU. Unless otherwise specified, Student Assistants are excluded from employment benefits.
5. **Temporary:** An individual on SFBU's payroll in a position that is not expected to last more than one year, will terminate following completion of a specific project or function, or involves an intermittent or seasonal work schedule. Unless otherwise specified or required by applicable law, temporary employees are excluded from employment benefits. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment more than that originally planned.



6. **Non-Exempt Employees:** Non-exempt employees include all employees who are covered by overtime provisions of the Fair Labor Standards Act and California state law. Overtime law applies when:
  - a. One and one-half times the employee's regular rate of pay for all hours worked more than eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and
  - b. Double the employee's regular rate of pay for all hours worked more than 12 hours in any workday and for all hours worked more than eight on the seventh consecutive day of work in a workweek.
7. **Exempt Employees:** Exempt employees include all employees who are classified by SFBU as exempt from the overtime provisions of the Fair Labor and Standards Act and California state law.
  - a. Salaried non-exempt and hourly employees are subject to the same treatment.
  - b. If you have questions concerning your employee classification or the benefits for which you qualify, please consult the Human Resources Department or the applicable benefit plan document.

## Overtime for Non-Exempt Employees

1. Overtime pay is only applicable to nonexempt employees. Any overtime must be authorized in advance by the employee's supervisor.
2. Under no circumstances are nonexempt employees authorized to conduct work related tasks outside of their normal work schedule without express permission of their supervisor. All time spent by nonexempt employees is compensable and must be documented on their timecard. Working overtime without your supervisor's approval may result in disciplinary action, up to and including termination.
3. Examples of prohibited tasks outside normally scheduled work hours include, but are not limited to:
  - a. Checking, reading, sending, or responding to work-related emails.
  - b. Checking, listening to, or responding to voicemail.
  - c. Making work-related phone calls or accepting them.
4. Nonexempt employees who violate this policy are subject to SFBU's disciplinary procedures.

## Timekeeping Requirements

Non-exempt employees are required to record actual hours worked, either by using a time clock or by completing a timecard signed by a supervisor, for payroll purposes. Non-exempt employees must record all hours worked; working off the clock is prohibited.

All non-exempt employees must record their own time at the start and at the end of each work period, including before and after the lunch break, by clocking in/out when they begin or end the work period. If you forget or are unable to clock in/out at the start or end of a work period, do not clock in/out at another time; instead, report the missed punch to your supervisor, who will have you review a corrected timecard at the end of the pay period. Any errors on your timecard should be reported immediately to your supervisor.

Non-exempt employees must only clock in/out for themselves. Clocking in/ out for another employee, altering another employee's timecard, or allowing another employee to alter your timecard is not permissible and is subject to disciplinary action.

Exempt employees also may be required to record their time on duty on either a timecard or a timesheet.

Both exempt and nonexempt employees must report time off for sick leave, vacation and personal days. Specific requirements can be found in the section on Paid Time Off. Employees are expected to work, or otherwise account for, all scheduled hours. Failure to accurately report absences may result in a loss of pay and/or discipline.

## Payment of Wages

1. Currently, SFBU is on a semi-monthly payroll schedule. The first pay period of each month includes days 1 to 15. The second pay period of each month includes days 16 to the last day of the month.
2. For each pay period, all employees are expected to submit a complete and accurate time sheet. Timesheets are due by the day after the pay period closes (i.e., the 16th and the 1st).
3. The paycheck for the first pay period of the month is available by the 26th of the month, and the paycheck for the second pay period of the month is available by the 10th of the next month.
4. Pay dates falling on a weekend or holiday will be paid out on the business day prior.

All faculty members and Employees may and are encouraged to enroll in direct deposit. To enroll, please submit a completed enrollment via TriNet, or other official documentation from your financial institution containing both your account and routing number, to SFBU HR.

Your paycheck will have an electronic earnings statement that itemizes the various deductions required by law or authorized in writing by you. You should keep these statements for your personal records. If an error should ever occur on your paycheck, please report it immediately to the Human Resources Director so that action may be taken for review and adjustment. Paychecks will be presented only to the named employee. Requests for special handling of your check in certain cases must be arranged in advance. In the event of any irregularity, the paycheck will be retained by the Human Resources Director for issuance directly to the employee at a later time.

## Meal and Rest Periods (Non-Exempt Employees only)

1. **Rest Breaks.** SFBU authorizes and permits nonexempt employees to take a net paid ten (10) minute rest break for each four (4) hour work period, or major fraction thereof. A major fraction is over two (2) hours. For clarity, please refer to the following table:

a.

Hours of Work	Number of Paid 10 Minute Rest Breaks
0-3.49	0
3.5-6	1
6-10	2
10-14	3

- b. **Scheduling.** If practicable, faculty should take their rest break near the middle of each four (4) hour period. faculty cannot accumulate rest breaks or use them as a basis for leaving work early. Faculty may leave the premises during their rest breaks.
  - c. **Waiver of Rest Breaks.** Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to separately record your rest periods on your timecards or the SFBU’s timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by SFBU policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by a faculty member without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided an opportunity to take all your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).
2. **Meal Periods.** Generally, staff members are authorized and scheduled to take a one-hour meal period. Nonexempt employees that work more than five (5) hours in a workday must take an uninterrupted, unpaid meal period of not less than thirty (30) minutes before the end of the fifth hour of work and a second, uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 10th hour of work, should an employee work that many hours in any given day. During a meal period, an employee is relieved of all duty and free to leave the premises. Only in limited circumstances, discussed below, can meal periods be waived.

- a. **Scheduling.** Supervisors can schedule meal periods for their employees, considering their department's operational requirements and employee needs. So long as the terms of this policy are met, supervisors may stagger employees' meal periods to avoid compromising ongoing operational responsibilities.
- b. **Waiver of Meal Period.** You can waive your meal period only under the following circumstances:
  - i. If you complete your workday in six (6) hours or less, you may waive your meal period as approved by your supervisor.
  - ii. If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day.
  - iii. You may not, under either circumstance, waive your meal period to shorten your day.
- c. **On-Duty Meal Period.** In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and SFBU have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the SFBU at any time.
- d. SFBU pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by SFBU to work during one or more meal periods or if SFBU has not otherwise provided them with an opportunity to take one or more meal periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or if an employee personally chooses to disregard SFBU's schedules or policies providing meal periods as required by law.

## Lactation Accommodation

- San Francisco Bay University will provide nursing mothers reasonable break time to express milk for their infant child(ren).
- If you need breaks to express milk, you may use your regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break

time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the break time will be unpaid if you are a nonexempt employee.

- If you are nursing, SFBU will provide you a private room near your work area, other than a restroom, to express breast milk. The room or location will be near your work area, shielded from view, and free from intrusion while expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the employee's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.
- If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and has the other elements described above.
- Employees have the right to file a complaint with the California Labor Commissioner for any failure by SFBU to provide appropriate lactation accommodations. You are encouraged to discuss the length and frequency of these breaks with your supervisor.

## Call-in Pay (Non-Exempt Employees Only)

SFBU will pay a minimum of two hours of pay to non-exempt employees who are required to report to work on a day other than their normally scheduled workday. SFBU will pay non-exempt employees for half of the regularly scheduled workday if employees report to work as scheduled but no work is available. SFBU will not pay non-exempt employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the University's power to control.

## Pay for Mandatory Meetings/Training

SFBU will pay non-exempt employees for their attendance at meetings, lectures, and training programs which the University requires the employee to attend under the following conditions:

- The University requires the employee to attend a meeting, lecture, or training program and is notified of the necessity for such attendance by their supervisor;

- The employee will be paid at the regular rate of pay for time spent at meetings, lectures, and training programs regardless of whether the employee performs any productive work during such attendance; and
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## Reduced Salary for Exempt Employees

Exempt employees will receive their salary for any week in which they perform any work. For purposes of this salary pay policy, a week is Sunday 12:01 a.m. through Saturday midnight. An employee will receive their full salary for any week in which an employee does any work, subject to the following rules:

- An employee's salary may be reduced for full complete days of absence due to vacations, holiday, or personal business, before various leave benefits accrue or after they are exhausted, and for incomplete initial and final weeks of work;
- An employee's salary may be reduced for penalties for violations of major safety rules;
- An employee's salary may be replaced on their partial day off by charging the time to the employee's vested vacation or personal days bank, provided the time off equals 4 or more hours in a work day and the employee has such paid vacation or personal time available at the time of the absence.
- An employee's salary may be replaced with sick pay for partial day absences caused by sickness or injury, provided the employee has such sick pay available at the time of the absence. Such absences are not required to exceed 4 hours; and
- An employee's salary will not be reduced due to partial weeks of work due to service as a juror or witness, or for lack of work.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Employees are encouraged to direct any questions concerning their salary pay to the Human Resources Director so that any inadvertent error can be corrected.

## Makeup Time

1. SFBU may at its discretion request that the employee provide supporting documentation (e.g., a doctor's note or mechanic's invoice) for their absence when permissible by law.

2. Make-up time is available to non-exempt staff members at their supervisor's discretion. Make-up time will not be paid at an overtime rate unless required by law. Make-up time may only be used for planned absences that are 4 hours or less and may not be used to make up an absence for illness.
3. You are required to submit a separate Make-up Time Request form and an Absence Request form for each occasion that Make-up time is requested. Make-up time must be approved in writing before the requested time off is taken or the make-up time is worked. If you request make-up time and are unable to work the scheduled make-up time, the hours missed will be unpaid. Lastly, if you work the make-up time before the time you plan to take off, you must take the time off even if it is no longer needed.
4. Supervisors may authorize non-exempt staff to make up time taken off provided that the following conditions are met:
  - a. The time is made up during the same workweek (Monday - Sunday).
  - b. The time off was approved in advance (usually at least 3 days prior to taking the time off) using a Make-up Time Request Form AND Absence Request Form available on the employee portal.
  - c. It does not result in overtime pay or violate labor laws.
  - d. The supervisor is present during the make-up period or has planned for another supervisor to be present.
  - e. The make-up time does not result in the employee exceeding 40 hours in the work week.
5. Time can be made up by coming in early, staying late, taking a short lunch (not less than 30 minutes), working on a non-scheduled day or any combination of these options provided that no more than 9 hours are worked in any one day.
6. You may be denied the use of make-up time if your supervisor deems that you have used makeup time excessively. Make-up time is not a means of "flexible scheduling" or a substitute for arriving at work on time.

## Advances

The University does not permit advances against paychecks. Employees can advance against unaccrued vacation up to -40 hours, but are responsible for paying back any negative balance should they leave/ terminate from SFBU.

## Expense Reimbursement

SFBU reimburses employees for business expenses monthly, provided complete documentation and receipts accompany the request for payment, including proper authorized signatures. Employees who have incurred business expenses must submit required receipts and the

Expense Reimbursement Form, with the signature of the appropriate supervisor, to the Finance Office no later than 30 days after the expense has occurred.

# STANDARDS OF CONDUCT AND JOB PERFORMANCE

## Employee – Student Interactions

Strong and caring connections between students and faculty/staff form the foundation of a transformational education. Trusting, respectful relationships foster learning and growth, both inside and outside the classroom. Given the critical role that the student-teacher relationship plays at SFBU, we must ensure that it is not compromised by actions that, intentionally or unintentionally, cross professional boundaries. Therefore, the following guidelines are in place:

- An adult must not be alone with a student in a space that cannot be observed by others (e.g., an office with no windows, an automobile).
- An adult must not socialize with a student or group of students off campus, outside of university- sponsored activities.
- An adult must not conduct private, personal communication of any kind with a current student on any social media platform (e.g. “friending” a student on Facebook, following a student on Twitter).
- An adult must not interact with current students by text or email, unless the communication is exclusively related to the adult’s professional work with the student (e.g., a class, a sports team, etc.). When emailing students, employees must use the university’s email system.
- An adult must not offer preferential treatment or disproportionate/excessive personal attention to any student. The above guidelines apply not just to interactions with current students, but any interactions with minors with whom an adult interacts as part of his/her employment with SFBU, (e.g., siblings of students, students visiting from other schools, etc.).

If faculty or staff members encounter a situation which requires an exception to any of these guidelines, they must inform their Department Chair in advance. If it is not possible to provide the information in advance, the faculty or staff member must inform the Department Chair as soon as possible after the exceptional event occurs. Because we all have ownership in creating a safe learning environment, we expect any member of our community, and require all faculty and staff, to report a concern about a potential violation of these guidelines to the Vice Provost and the Human Resources Director.



## **Inappropriate Behavior Toward Students**

SFBUI expects all of its faculty and staff to demonstrate the highest level of professional and institutional responsibility in their interactions with students. Any personal involvement between a staff member and a student beyond the professional educator-student relationship is prohibited. Dating currently enrolled students is prohibited. Similarly, all sexual advances, requests for sexual favors, expressions of "romantic" interest, or other verbal or physical conduct of a sexual nature are prohibited with respect to students, even if a student initiates, invites, or is apparently accepting of them. Faculty and staff behavior with respect to students must be above reproach. University employees have an obligation to report any behavior between an adult employee and a student that they suspect to be inappropriate.

## **Employee Concern Resolution**

### **Employee Concern Resolution Process**

At SFBUI, we want to create an open and supportive environment where employees feel comfortable addressing concerns. If you have an issue—whether it's related to a course, university policies, or interactions with colleagues—we encourage open communication to find a solution together. Concerns related to the Policy on Prohibited Discrimination, Harassment, and Retaliation may be referred to the Office of Title IX and Equity.

#### **Step 1: Direct Conversation**

If you have a concern, the best first step is to have a direct and respectful conversation with the person involved. Many issues can be resolved through open dialogue and mutual understanding.

#### **Step 2: Seeking Guidance**

If a concern remains unresolved after discussing it with your supervisor, you may seek further support from the Office of Human Resources. For academic matters, HR can work alongside the department chair or Associate Provost to explore potential solutions. If the issue persists, HR will assess whether to initiate a mediation group or convene a Grievance Committee to facilitate resolution. If the concern is about the Associate Provost, HR will work alongside the Provost to explore potential solutions.

#### **Step 3: Formal Grievance Process**

If the issue cannot be resolved informally, employees have the right to file a formal grievance by completing the [Employee Grievance Form](#) and submitting it to the HR Department at [hrmgr@sfbu.edu](mailto:hrmgr@sfbu.edu).

- Within five business days of receiving the grievance, HR will determine whether a Grievance Committee is warranted or if another resolution method would be more appropriate.
- If a Grievance Committee is formed, members will be selected with the goal of resolving the issue efficiently.
- The committee will review all facts, hear from all involved parties, and make an impartial decision. HR will form a Grievance Committee based on the grievant's status and appoint committee members that include the grievant's peers, as well as supervisory individuals with input from General Counsel.
- Existing SFBU policies will guide discussions, except when a policy itself is in question.
- The Grievance Committee's decision is final and will be communicated within a reasonable timeframe.

If the grievance concerns SFBU policies, a broader discussion involving faculty and administrators may be necessary. Additionally, employees may escalate complaints to SFBU's accrediting agency, the WASC Senior College and University Commission (WSCUC), if all institutional grievance procedures have been exhausted.

Our goal is to encourage collaboration and open communication, ensuring a positive and productive working environment for all employees.

## Performance Evaluations

Each employee will receive annual performance reviews conducted by their supervisor. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may include factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the University and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

## Conflicts of Interest

1. PURPOSE
  - a. This conflict of interest policy is designed to foster public confidence in the integrity of San Francisco Bay University ("SFBU") and to protect SFBU's interest when it is contemplating entering a transaction that might benefit the private

interest of a member of its Board of Directors ("Board"), a corporate officer, the top management or top financial official, or a key employee

## 2. DEFINITIONS

- a. Insider Means
  - i. Any member of the Board of Directors.
  - ii. Any officer or any person with responsibilities similar to that of a president, chief executive officer, chief operating officer, executive director, treasurer, or chief financial officer.
  - iii. Any key employee, as defined by the Internal Revenue Service.
- b. Interest means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct, or indirect, that may influence a person's judgment, including receipt of compensation from SFBU, a sale, loan, or exchange Transaction with SFBU
- c. Conflict of Interest means in the judgment of the Board of Directors, an Insider's stake in a Transaction is such that it reduces the likelihood that the Insider's influence can be exercised impartially in the best interests of SFBU
- d. Transaction means any Transaction, agreement, or arrangement between an Insider and SFBU, or between SFBU and any third party where an Insider has an interest in the Transaction or any party to it. Transaction does not include compensation arrangements between SFBU and a director, officer, or other Insider that are wholly addressed under SFBU's Compensation Policy.

## 3. Procedures

- a. Duty to Disclose:
  - i. Each Insider shall disclose to the Board all material facts regarding their interest in the Transaction, promptly upon learning of the proposed Transaction
- b. Determining Whether a Conflict of Interest Exists
  - i. With regard to an Insider, the Board shall determine if a Conflict of Interest exists. The Insider(s) and any other interested person(s) involved with the Transaction shall not be present during the Board's discussion or determination of whether a Conflict of Interest exists, except as provided in Article IV below.
- c. Procedures for Addressing a Conflict of Interest.
  - i. The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect SFBU's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the Transaction and, if so, to ensure that the terms of the Transaction are appropriate.

## 4. Review by the board:

- a. The Board may ask questions of and receive presentation(s) from the Insider(s) and any other interested person(s) but shall deliberate and vote on the Transaction in their absence. The Board shall ascertain that all material facts

regarding the Transaction and the Insider's Conflict of Interest have been disclosed to the Board and shall compile appropriate data, such as comparability studies, to determine fair market value for the Transaction.

- b. After exercising due diligence, which may include investigating alternatives that present no conflict, the Board shall determine whether the Transaction is in SFBU's best interest, for its own benefit, and whether it is fair and reasonable to SFBU; the majority of disinterested members of the Board then in office may approve the Transaction.

#### 5. Records of Proceedings

- a. The minutes of any meeting of the Board pursuant to this policy shall contain the following information:
  - i. Name of each Insider who disclosed or was otherwise determined to have an interest in a Transaction
  - ii. Nature of the interest and whether it was determined to constitute a Conflict of Interest
  - iii. Alternative Transactions considered
  - iv. Members of the Board who were present during the deliberations on the Transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations
  - v. Comparability data or other information obtained and relied upon by the Board and how the information was obtained
  - vi. Result of the vote, including, if applicable, the terms of the Transaction that was approved and the date it was approved.

#### 6. Annual Disclosure and Compliance Statements

- a. Each Insider shall annually sign a statement on the form attached, that:
  - i. Affirms that the person has received a copy of this Conflict of Interest policy, has read, and understood the policy, and has agreed to comply with the policy; and
  - ii. Discloses the person's financial interests and family relationships that could give rise to conflicts of interest.

#### 7. Violations

- a. If the Board has reasonable cause to believe that an Insider of SFBU has failed to disclose actual or possible Conflicts of Interest, including those arising from a Transaction with a related interested person, it shall inform such Insider of the basis for this belief and afford the Insider an opportunity to explain the alleged failure to disclose. If, after hearing the Insider's Response and making further investigation as warranted by the circumstances, the Board determines that the Insider has failed to disclose an actual or possible Conflict of Interest, the Board shall take appropriate disciplinary and corrective action

# Discipline and Rules of Conduct

## Involuntary Terminations & Progressive Disciplinary

Violation of any University policy, procedure, or practice, whether described in this handbook, may warrant disciplinary or corrective action, up to and including termination of employment . SFBU has established a system of progressive discipline that includes verbal warnings, written warnings and suspension. The system is not formal and SFBU may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including termination of employment. SFBU's policy of progressive discipline in no way limits or alters the at-will employment relationship.

## Code of Conduct

Consistent with SFBU's mission, commitments and other policies, the purpose of this code is to set forth expectations for the professional conduct of its staff.

### Guiding Values

- i. We act with integrity and communicate honestly, openly and with respect.
- ii. We are passionate about meeting student needs and delivering quality service built on respect, trust, and a passion for student success.
- iii. We are accountable for our own actions.
- iv. We work together as a team and are committed to excellence and innovation.

1) Examples of Unacceptable Conduct: The examples of unacceptable conduct listed below may subject an employee to disciplinary action. Other types of serious misconduct, not specifically enumerated herein, may nonetheless also be a basis for disciplinary action. i) Failure to meet the job responsibilities of our positions.

- ii) Tardiness and poor attendance.
- iii) Failure to treat students with respect and, at times, compassion.
- iv) Failure to acknowledge students is always our number one priority.
- v) Failure to maintain open dialogue with our supervisors and/or direct reports.
- vi) Failure to treat all staff, students, trainees, faculty, and members of the community with respect, civility, and fairness.
- vii) Participating in or deliberately abetting disruption, interference, or intimidation in the workplace.

viii) Discrimination or harassment included but not limited to, for reasons of race, color, religion, sexual orientation, gender, gender expression, gender identity, ethnic origin, national origin, ancestry, marital status, pregnancy, physical or mental disability, medical condition, and all protected classes under federal, state, and local law.

## General Principles

1) Every employee while fulfilling his or her job responsibilities is expected to provide professional services to students, strive for excellence in work quality, and adhere to and support the requirements of SFBU's accreditation agency, as well as local, state, and federal government.

2) Each member of the SFBU community is expected to treat other community members with civility and respect. Demeaning, intimidating, threatening, bullying, or violent behaviors that affect the ability to learn, work, or live in the university environment depart from SFBU's standard of civility and respect.

3) Every employee is expected to have a general understanding of the university's programs, policies, and procedures. Each employee is also expected to familiarize themselves with the accreditation agency's criteria for his or her area of responsibility. SFBU is accredited by the Western Association of Schools and Colleges (WASC). Staff members are required to observe WASC accreditation criteria, which are posted [online](#).

The University expects all employees to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit integrity at all times. Employees must comply with SFBU policies and procedures, and observe the highest standards of professionalism. When an employee violates the University's rules, it is cause for concern and action.

How SFBU chooses to administer employee discipline in particular cases in no way alters or limits the at-will employment relationship. The University may choose to exercise its discretion to use forms of discipline that are less severe than termination, depending on the circumstances. Less severe forms of discipline include, but are not limited to, verbal counseling and reprimands, written reprimands, involuntary transfers or demotions, and suspensions. Although one or more of these steps may be taken in connection with a particular employee, no particular order or system is required, and SFBU may or may not adhere to a "progressive" series of disciplinary actions. The University has the discretion to use whatever form of discipline it believes is appropriate under the circumstances.

Certain acts are considered so serious that they may result in termination of employment for a single offense. Such actions include, but are not necessarily limited to, the following:

- Gross insubordination (e.g., refusal to carry out assigned job duties or work-related directives given by a supervisor);
- Deliberate or reckless actions that causes either actual or potential loss to the University or its employees, or damage to SFBU or employee property, or physical injury to

students and/ or other employees;

- Fighting or disorderly conduct on SFBU premises, engaging in violence or making threats of violence in the workplace, or using obscene, abusive, or threatening language or gestures;
- Unauthorized use or disclosure of confidential or proprietary information, or related materials;
- Dishonesty or misrepresentation, including falsification of reports, records, or SFBU documents, including employment records, or deliberate failure to accurately complete reports, records, or SFBU documents;
- Misappropriation or misuse of the University's funds or other assets;
- Having firearms or weapons on the University premises or while on SFBU business;
- Use, sale, purchase, transfer, or possession of an illegal drug while on SFBU property or while on SFBU business, except during SFBU-sponsored social events at which alcohol is provided, as long as the degree of impairment is insubstantial;
- Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the University, its employees, its constituents, or its property; and
- Committing of or involvement in any act of harassment of another individual, or retaliation against an employee who has complained about discrimination or harassment.

One rule of conduct bears special explanation. You are expected to avoid any situation that may involve a conflict between personal interests and the interests of the University. Such situations include, but are not limited to, acceptance of gifts, free services, entertainment or similar favors from an actual or prospective constituent or vendor, or participation in any form of competition with the University.

If you have any questions about whether a particular situation would violate this policy, you should immediately discuss it with your supervisor or the Human Resources Director.

This list is illustrative only and is not intended to cover every possible situation that may arise. Any conduct that is detrimental to the University's interests or security, or the safety or welfare of the employee or their co-workers, may result in corrective action or termination.

## Off-duty Conduct

While SFBU does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the University's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the University's or their own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects SFBU's legitimate business interests or the employee's ability to perform their job will not be tolerated.

## Outside Employment

1. SFBU recognizes that some employees may need or want to hold additional jobs outside their employment with the company. Employees of SFBU are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.
2. Employees may not obtain outside employment or engage in any other business that creates interference with their job duties or that creates a conflict of interest.
3. SFBU applies this policy consistently and nondiscriminatory to all employees, and in compliance with all applicable employment and labor laws and regulations. The rules for outside employment apply to all employees notifying their managers of their intent to engage in outside employment:
  - a. Work-related activities and conduct away from SFBU must not compete with, conflict with, or compromise the company's interests or adversely affect job performance and the ability to fulfill all responsibilities to SFBU. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work hours at SFBU.
4. SFBU employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to conduct normal job activities. If outside work activity causes or contributes to job-related problems at SFBU the employee may be subject to established disciplinary procedures, up to and including termination.

## Drug and Alcohol Abuse

SFBU is a drug and alcohol-free workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the University. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of students and of other employees and exposes SFBU to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the University.

Employees shall not use, purchase, sell, transfer, or possess any form of illegal drugs, including marijuana, or any type of drug paraphernalia on SFBU property at any time or during working time in a professional capacity (e.g., with students) anywhere. Likewise, employees shall not possess or consume alcoholic beverages on University property or during work hours, including



lunch and break periods. In addition, employees shall not report for work under the influence of drugs or alcohol.

Where a violation of this policy is suspected, an employee may be asked to submit to drug and alcohol screening and/or allow a search of their desk, work area, personal belongings, or vehicle. Refusal to consent to a drug or alcohol screening or to allow a search of personal property will be considered to be insubordination and a basis for discipline, including possible termination. In addition, the University will decide, based on all other available information, whether a violation of the drug or alcohol prohibition in this policy has occurred. Such a violation, if found, constitutes a separate and independent basis for discipline or termination. SFBU also may bring the matter to the attention of appropriate law enforcement authorities.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off SFBU property will not be tolerated because such conduct, even though off duty, reflects adversely on the University. In addition, SFBU must keep people who sell or possess controlled substances off the University's premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The University will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a leave of absence in accordance with SFBU's leave policies. The University is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the University obligated to reemploy any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the University's treatment of employees who violate the rules described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

On occasion, the University may authorize the use of SFBU premises for celebrations or gatherings wherein alcohol is served. Employees participating in these gatherings are expected to show good judgment and reasonable behavior with respect to alcohol.

## Reporting of Suspected Child Abuse and Neglect

Mandatory reporting of suspected child abuse or neglect is required under the California Child Abuse and Neglect Reporting Act. A mandated reporter is legally required to report if they know of, or have “reasonable suspicion” of, child abuse or neglect encountered in the scope of their employment. All employees should assume that they are mandated reporters.

### What is “Child Abuse or Neglect?”

The California Penal Code defines “child abuse or neglect” to include:

- “physical injury or death inflicted by other than accidental means upon a child [under age 18] by another person”;
- emotional abuse;
- sexual abuse (including sexual assault, sexual exploitation and commercial sexual

exploitation);

neglect (“the negligent treatment or the maltreatment of a child by a person responsible for the child’s welfare under circumstances indicating harm or threatened harm to the child’s health or welfare. The term includes both acts and omissions on the part of the responsible person”);

- the willful harming or injuring of a child or the endangerment of a child’s person; or
- unlawful corporal punishment (“any cruel or inhuman corporal punishment or injury resulting in a traumatic condition”).

“Child abuse or neglect” does not include a mutual affray between minors or ageappropriate corporal punishment that does not result in injury.

See *California Child Abuse and Neglect Reporting Act, Penal Code Sections 11164-11174.3*, attached as Appendix to this handbook.

### What are the duties of a Mandated Reporter?

Employees are legally mandated to make reports of child abuse/neglect when they have a reasonable suspicion of abuse or neglect, meaning that they have enough information to even “entertain a suspicion” of child abuse or neglect. Employees are required to make reports even if they don’t have proof that abuse or neglect occurred or they don’t have all the information. For example, an employee is required to make a report when the employee has knowledge of facts indicating sexual abuse of a minor even if the employee does not know the identity of the person who committed the abuse.

If an employee is at all concerned about the possibility of abuse or neglect, the employee should report. Investigations will be conducted by law enforcement and/or the county child protective services to determine if abuse or neglect has occurred. When an employee is not sure about their reporting duties, he or she should always consult with the school counselor, the appropriate dean or the Human Resources Director.

Failure to make a required report may subject a mandated reporter to criminal conviction, fines, loss of credentials and/or licenses and civil suits. Employees who fail to make mandated reports may also be subject to discipline up to and including termination.

#### Legal Protections for Mandated Reporters

Mandated reporters are required to identify themselves to the reporting agency when making reports but are not required to identify themselves to the University or to anyone else. The identity of the mandated reporter and reports they make are confidential and disclosed only to specified persons and agencies and as required by law.

Mandated reporters have immunity from both civil liability and criminal prosecution for making reports of suspected child abuse and neglect. While mandated reporters have immunity from legal claims for making a mandated report, they may be subject to legal liability for disclosing information about the report except as necessary to the investigation and processing of the report.

The University will not retaliate in any way against an employee who complies with their duties as a mandated reporter.

#### Recommended Protocol for Reporting Suspected Abuse or Neglect

If an employee believes that an incident may be reportable, SFBU encourages the employee to follow the following protocol which is intended to facilitate the reporting of suspected abuse and not to interfere with a mandated reporter's reporting duties. An employee may elect to make a report to the appropriate agency without following this protocol and without disclosing their identity to the University .

- Contact the school counselor ASAP. If the school counselor is not available, contact the Human Resources Director or the appropriate dean.
- SFBU encourages employees to have the school counselor, a dean or Human Resources participate with the employee in making the report in order to ensure that the report is made in compliance with the mandated reporter requirements and to ensure that the University takes all appropriate steps following the report. If none of these administrators is available to participate in making the report, however, the employee is still responsible for making the report.
- Mandated reporting is an individual responsibility. No supervisor or administrator can prevent an employee from making the report if the employee has reasonable suspicion that abuse or neglect has occurred.
- To make a report, the employee (and the school counselor, dean or Human Resources Director, if available) should take the following steps:
  - Complete a Child Abuse Report before calling Child Protective Services (CPS) so the employee will have all necessary information for the call. Forms for the report are available at [https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss\\_8572.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf)

- Call Alameda County's Children and Family Services child abuse reporting hotline at 510-259-1800 as soon as possible, generally on the same day the employee learns of facts that cause the employee to suspect child abuse or neglect.
- Keep a record of the call to the hotline, including the name of the person to whom the employee spoke, all information the employee provided, and all instructions the employee received.
- If the child abuse reporting agency directs the employee to contact a different agency (such as the police) to make the report, the employee must do so.
- Submit the Child Abuse Report form to the agency who received the telephonic report within 36 hours of knowledge of the suspected abuse. A copy of the written report should be kept in the counseling office in a locked, confidential cabinet.
- Employees should not wait until the end of the day to make a report if possible. Many times a social worker can come out the same day to interview the student.
- If two people have knowledge of abuse, a single report can be filed. If an employee learns that a report has not been filed, however, that employee must make the report.
- If an employee believes that a child is in imminent risk of harm, he or she should call 911.

#### Things to Remember:

An employee must report all information about suspected abuse of a student to the University so that SFBU can ensure that reporting requirements are met and provide support to the student, but an employee may inform the University anonymously. Also, an employee who makes a mandated report to government agencies is not required to disclose to the University the fact that a report was made or any information about the report itself.

If an employee is not certain whether he or she has enough information to make a report, the employee should consult with the school counselor, who can help decide whether to make a report or whether the employee needs to gather additional information before making that decision.

When social workers (or members of law enforcement) come to school to interview students, students generally have the right to have a member of University personnel present. Employees should inform the school counselor, Human Resources Director, or appropriate dean if they know of a social worker (or member of law enforcement) coming on campus.

Employees should not inform the student or the student's family that an employee has made or will make a report to CPS or law enforcement without first consulting the school counselor, appropriate dean or Human Resources Director and consulting with CPS or the responsible law enforcement agency. Disclosing the fact of a report may put a child in greater jeopardy (and may subject the employee to legal liability).

## Punctuality and Attendance

1. Regular attendance and punctuality are expected of all employees. Excessive absences (whether excused or unexcused, or full day or partial) or tardiness is unacceptable. You must notify your supervisor in writing as far in advance as possible if you will be absent or tardy.
2. SFBU recognizes that under special circumstances, such as illness or emergency, an employee may not be able to make a written request for an absence in advance. Under such circumstances, an employee shall notify their supervisor on the day of the absence or tardiness and explain the nature of the emergency. For an ongoing illness or emergency, following the initial notification, the employee should reasonably attempt to notify their supervisor for each subsequent day of absence, unless the supervisor indicates otherwise. It is the employee's responsibility to later submit an absence request to document the absence and to note the use of accruals on the employee's timesheet.
3. SFBU may at its discretion request that the employee provide supporting documentation (e.g., a doctor's note or mechanic's invoice) for their absence when permissible by law.

## Dress Code and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard.

## Professional Relations

Employees are expected to be polite, courteous, prompt, and attentive to every SFBU constituent, among who are parents or guardians, donors, and vendors. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, he or she should call his or her supervisor immediately.

SFBU constituents are to be treated courteously and given proper attention at all times. Never regard their questions or concerns as interruptions or annoyances. You must respond to their inquiries, whether in person or by telephone, promptly and professionally. Telephone messages should be returned within 24 hours.

Through your conduct, show your desire to assist anyone in a business relationship with the University in obtaining the help he or she needs. If you are unable to help him or her, find someone who can. Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

All correspondence and documents must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your professionalism and commitment to

those with whom we do business.

Never argue with anyone about a SFBU-related issue. If a problem develops, or if a SFBU the constituent remains dissatisfied, ask your supervisor or Human Resources to intervene.

## Confidentiality and Proprietary Information

1. **Definition.** “Confidential Information” means any information, technical data, or know-how of a sensitive or proprietary nature that is disclosed either directly or indirectly by SFBU to an employee, including, but not limited to, that which relates to services, students, customers, employees, markets, marketing, finances, operations, processes, research, software, inventions, or developments. Confidential Information does not include that which an employee can establish (i) is rightfully in employee’s possession without accompanying obligations of confidentiality at the time of disclosure by SFBU as shown by employee’s written records, (ii) is or becomes part of the public domain, not as a result of any action or inaction of employee, (iii) is obtained by the employee from a third party without an accompanying duty of confidentiality and without a breach of such third party’s obligations of confidentiality, or (iv) is independently developed by the employee without use of or access to the Confidential Information as evidenced by employee’s written records.
2. **Nondisclosure and Nonuse Obligations.** An employee shall only use Confidential Information for the benefit of SFBU and as is required to perform the employee’s duties. Employees shall not disclose any Confidential Information to third parties. Employees shall take all reasonable measures to protect the secrecy of Confidential Information to prevent it from falling into (i) the possession of persons other than those persons authorized to have any such information or (ii) the public domain. An employee shall not reverse engineer, disassemble, or decompile any software or other tangible objects which embody Confidential Information. An employee shall only make such copies of Confidential Information as are required to perform the employee’s duties.
3. **Mandatory Disclosure.** If an employee is required by legal process to disclose any Confidential Information, the employee shall immediately give written notice to SFBU prior to any disclosure so that SFBU may seek an injunction, protective order, or other appropriate remedy. The employee shall consult with and assist SFBU in obtaining an injunction, protective order, or other appropriate remedy to prevent disclosure. If such injunction, protective order, or appropriate remedy is not obtained, the employee shall disclose only that portion of the Confidential Information which the employee’s legal counsel advises is legally required.
4. **Return of Materials.** Upon termination of an employee’s employment or earlier request by SFBU, an employee shall promptly destroy, permanently erase, or return to SFBU, at SFBU’s option, all materials in employee’s possession that embody or contain Confidential Information.

5. Ownership; No Rights; No Warranty. Employees who acknowledge any Confidential Information disclosed to an employee shall always remain SFBU's property during and after the term of the employee's employment. Nothing in this policy or handbook is intended to grant any rights to an employee in or to the Confidential Information.
6. Remedies. Employee agrees that a breach of the provisions in this policy would cause SFBU irreparable harm, for which money is not adequate compensation. Employee agrees that SFBU shall be entitled to injunctive relief and specific performance to enforce the provisions of this policy, in addition to any other remedies that may be available, in law, in equity, or otherwise.

## Business Conduct and Ethics

Because we work in a school, students, parents, or vendors occasionally may choose to give gifts to employees, generally in recognition of good work. While SFBU does not prohibit employees' acceptance of gifts, all employees should be scrupulous that doing so does not influence nor give the appearance of influencing business or academic decisions, transactions, or service. Employees should never suggest that gifts are expected. Employees receiving gifts must disclose gifts to their supervisors. Please discuss expenses paid by such persons for business meals or trips with SFBU in advance.

SFBU also expects all of its financial and business transactions and affairs to be conducted in accordance with the highest ethical standards. It is the policy of the University to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the University and, when appropriate, to pursue legal remedies available under the law.

## Use of Employer Property

During your employment, you may be provided with use of such SFBU property as desks, computers, software, vehicles, and other SFBU equipment. These are SFBU property and must be maintained for use by SFBU employees and students. SFBU property must be treated with care and kept clean and in good order, and you are expected to take reasonable steps to safeguard such equipment from loss or breakage. It is to be used only for SFBU-related purposes. Any SFBU property needing repair or replacement should be reported immediately to the Facilities Manager. SFBU reserves the right to inspect all University property, without notice and at any time.

No personal locks may be used on SFBU-provided property unless the employee furnishes a copy of the key or the combination to the lock.

Prior authorization must be obtained before any SFBU property may be removed from the premises, other than in the ordinary course of SFBU activities.

For security reasons, employees should not leave personal belongings of value in the workplace.

Terminated employees should remove any personal items at the time they leave the University. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## Off-duty Use of Facilities

Employees are prohibited from remaining on School premises or making use of SFBU facilities while not performing the functions of their jobs. Employees are expressly prohibited from using SFBU facilities, SFBU property, or SFBU equipment for personal use or personal gain without prior approval of the Facilities Manager. A nominal fee may be charged for use of SFBU property or equipment.

## Personal Property

Employees who bring personal belongings onto SFBU property do so at their own risk. SFBU expressly disclaims all liability for an employee's personal property that is lost, stolen, or damaged on SFBU property. Employees are solely responsible for safeguarding their personal belongings at work. It is advised that employees purchase their own personal insurance to cover for any loss. Lastly, SFBU will not reimburse an employee for any lost, stolen, or damaged personal property.

## Inspection of Property

For the safety and security of the SFBU community, the University reserves the right to inspect its own property, as well as any of the personal property of its employees on SFBU premises when SFBU has reasonable suspicion to conduct such an inspection or search. An employee's consent to such an inspection or search is required as a condition of employment. Failure to cooperate will result in disciplinary action up to and including termination of employment.

## Personal Information

1. Recognizing the confidentiality of the information in your personnel record, SFBU limits access to the personnel records to you and those with proper authorization or pursuant to legal process.
2. No documents in your personnel file will be released without your consent except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by individuals.



3. You may review your own personnel file with the Human Resources Department to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records are also subject to review by investigative agencies, or during periodic audits conducted by SFBU.
4. An employee may review and make copies of their personnel file by submitting a request to the Human Resources Department. Within 30 days of receiving the written request, the Human Resources Department will make personnel records available to the employee for inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee is responsible for the cost of copying the records.

## Health and Safety

1) Any accident or injury that occurs on SFBU premises, or during SFBU business, or any event, condition, or other circumstance that could impact the health or safety of the SFBU community should be reported immediately to your supervisor and to SFBU HR. As soon as practicable, please complete an incident report and submit the report to SFBU HR.

2) Preventing Workplace Violence. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect SFBU faculty members or that occur on SFBU property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in SFBU operations, including, but not limited to, SFBU personnel, contract workers, temporary employees, vendors, and anyone else on SFBU property. Weapons of any kind are prohibited and are not permitted on SFBU premises, including parking areas.

This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner. Employees who are subject to or threatened with violence in the workplace or are aware of another individual who has been subject to or threatened with violence, are to report this information to their supervisor or the Human Resources Department as soon as possible. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

3) **Security.** At SFBU, the safety of our employees and students is a primary consideration and we strive to provide a safe university environment.

4) **Injury and Illness Prevention Program (IIPP).** SFBU is firmly committed to maintaining a safe and healthy working environment for all faculty members. To achieve this, we have developed and implemented a comprehensive Injury and Illness Prevention Program (IIPP). The program is designed to prevent workplace accidents, injuries, and illnesses to the greatest extent possible. The IIPP can be found on the Staff portal. It may not be printed or shared outside of SFBU for any reason.

SFBU has adopted policies and procedures to provide you with a safe workplace and protection from injuries while on the job. You are expected to do your part by keeping your work area free of potential hazards, complying with the University's safety rules and policies, and immediately reporting any unsafe conditions to your supervisor or the Facilities Manager.

If you are injured or experience discomfort in the course of your employment, talk to the Human Resources Director immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

We are proud of our facilities and believe that having a pleasant place to work is an important part of maintaining job satisfaction. We believe that our employees share in this belief and it is for that reason that we ask everyone to do his or her fair share in keeping our work areas, offices, meeting areas, classrooms, conference rooms, and eating areas neat and attractive. If you consume food or beverages at your desk, or in a classroom, meeting room, or conference room, it is your responsibility to dispose of the related trash.

All employees are responsible for ensuring that students respect SFBU premises in promptly disposing of food and beverage trash. SFBU has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to senior administrators. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible.

The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security fobs, or identification badges are missing.

## Ergonomics

SFBU is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. SFBU will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. We ask that employees provide medical documentation as requested. SFBU encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. SFBU believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and wellbeing and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Director of Human Resources.

## Smoking

Smoking is not permitted (e-cigarettes included) within 20 feet of SFBU facilities. Smoking outside of designated smoking areas may result in disciplinary action in accordance with the university's general smoking policy. Please also be advised that cigarette butts are litter.

Please dispose of cigarette butts in the cigarette butt receptacles. Failure to do so may result in disciplinary action in accordance with the university's general anti-litter policy.

## Parking

On-campus parking is available without charge to all members of the University faculty. Faculty members shall comply with all parking signs and notifications. Please be aware that SFBU will have illegally parked cars on SFBU property towed.

## Solicitation and Distribution of Literature

In order to ensure efficient operation of SFBU's business and to prevent disruption to students and employees, we have established control of solicitations and distribution of literature unrelated to SFBU business on University property.

Employees may not solicit or disturb other employees for any reason whatsoever during working time and may not circulate, distribute, or post notices or other written material of any kind during working time or in working areas. "Working time" is when an employee should be performing his or her job duties. Non-working time includes rest or meal periods, before or after assigned work shifts, and other specified periods, if any, during the work day when employees are not expected to be performing their job duties.

Persons not employed by SFBU may not solicit nor distribute literature for any purpose at any time without the express authorization.

## Conducting Personal Business

Employees are to conduct only SFBU business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

The telephones are for the University's use and benefit. Employees are expected to keep personal phone calls to an absolute minimum in order to keep our phones free for business purposes. This includes long-distance service.

SFBU postage and delivery services exist to process all School mail and packages. They are not for employees' personal use, unless the Director of Campus Operations approves the use, whereupon prompt payment for the service is required.

## Employees Who are Required to Drive

1. Any employee that drives a vehicle for SFBU business must possess a valid California driver's license and maintain an acceptable driving record. SFBU reserves the right to annually check the driving record of any employee that drives a university vehicle, or to request that the employee provide SFBU with a copy of the employee's driving record. SFBU will cover the cost of obtaining a copy of the employee's driving record. You must notify SFBU of any changes in your driving record. Any employee whose duties include the operation of SFBU who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review. Further, you may never use a motorcycle to conduct business or provide transportation for a student or fellow employee. Any employee whose duties include the operation of SFBU vehicles who becomes uninsurable under the SFBU's liability policy will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.
2. Only those employees on the university's auto insurance schedule of drivers may drive SFBU vehicles. Any such use must be for SFBU business, unless otherwise authorized by the President. Employees shall operate vehicles in a safe manner and in compliance with all applicable laws and regulations. Employees shall take all reasonable steps to secure university vehicles against theft, damage, or destruction. If you receive a traffic citation while operating an SFBU vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating an SFBU vehicle, you are required to call 911 and report the accident. You must also report the accident to the Human Resources Department immediately.
3. Without prior written authorization from SFBU, an employee shall not use their personal vehicle for SFBU business. Any employee that uses their personal vehicle for SFBU business shall provide SFBU with proof of adequate insurance and a driving abstract obtained from the DMV.
4. Mileage Reimbursement: Employees who do use their personal car for SFBU business will be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursements are intended to cover expenses related to the operation of a personal vehicle, including the price of gasoline, insurance, maintenance, and ordinary wear-and-tear costs.
5. SFBU employees shall not drive SFBU students. Any SFBU employee that drives a student does so outside of the scope of their employment and shall be solely and personally liable for any resulting claims or liability.

## Safe Use of Personal Devices

Employees are expected to follow applicable local, state and federal laws and regulations regarding the use of personal or SFBU-owned electronic devices at all times.

Employees whose job responsibilities include regular or occasional driving are expected to refrain from using their personal devices while driving. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull off to the side of the road and safely stop the vehicle before placing or accepting a call or texting. Special care should be taken in situations involving traffic, inclement weather or unfamiliar areas.

Employees who are charged with traffic violations resulting from the use of their personal devices while driving will be solely responsible for all liabilities that result from such actions.

## Human Resources Bulletin Board

SFBU maintains bulletin boards exclusively to provide Human Resources information to employees, displaying University and employment information, safety posters, and legal notices concerning workplace-related issues. They are located in the Main Building at 161 Mission Falls Lane, Fremont, California 94539.

Employees may not post items on this Human Resources bulletin board unless the following conditions are met:

- Postings may be made by SFBU employees only;
- The information to be posted must first be approved by the Human Resources Director:
  - Postings are limited in size;
  - Postings are updated annually; and
  - Posted items are dated and removed after one year.

## PAID TIME OFF

### Holidays

1. SFBU observes the following holidays and provides Regular employees who would otherwise work on the holiday a paid day off:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Day
  - c. Presidents' Day
  - d. Cesar Chavez Day
  - e. Memorial Day
  - f. Juneteenth
  - g. Independence Day
  - h. Labor Day
  - i. Veterans Day
  - j. Thanksgiving
  - k. Day after Thanksgiving

- l. Christmas Eve
  - m. Christmas Day
  - n. Regularly scheduled workdays between Christmas Day and New Year's Day (varies from year to year).
2. If a paid holiday falls on a weekend day, SFBU may designate a workday to replace the off-day holiday. Depending upon department needs and scheduling, some employees may have an alternative holiday schedule. Please consult with your supervisor for more information. The University will revise the holiday schedule from time to time.
  3. Staff on an unpaid leave of absence are not eligible for paid holidays.
  4. Non-exempt staff must work the day before and the day after SFBU scheduled holidays to receive pay for the designated holiday unless the day before and/or after is pre-approved Vacation or Floating Holiday (or is legally mandated, like paid sick leave). In extreme situations (such as extended illness or critical injury with a doctor's written note), exceptions may be made by the Human Resources Department. Calling in sick does not qualify as pre-approved. Certain other exceptions may apply. Contact the Human Resources department for details.
  5. For a paid holiday, a non-exempt, full-time, staff member will be paid their other regularly scheduled work hours as if the holiday were a regular workday. Exempt employees will be paid their regular salary for the week in which a holiday falls. Eligible part-time employees will be paid for their regularly scheduled hours.
  6. If a part time staff works more than 30 hours a week they are eligible for holiday pay.

## Vacation

1. At SFBU, we believe that all staff need time away from work to spend with their family, friends or doing the things that they enjoy most. With that in mind, we provide eligible staff with accrued vacation time off as a means of encouraging them to take time away from work to rest, relax and refresh themselves.
2. Accrual
  - a. Full-time staff members regularly scheduled to work 37.5 hours per week hired on or after 09/01/2024 will accrue Vacation Hours as follows:
    - i.

Time worked	Accrual limit
Y-1	up to 112.50 hours per year
Y-2 – Y-9	up to 150 hours per year

Y-10+	up to 187.5 hours per year
Maximum carryover and payout upon separation	30 days

- b. Part-time staff regularly scheduled to work 30 hours or more per week will accrue at a prorated rate provided they have a set schedule.
  - c. A staff member must work one half of a pay period to be eligible to accrue vacation. Example: if an employee is scheduled to work 10 days in a pay period and they work or use accruals for two days they are not eligible to accrue vacation. Exceptions exist for employees terminating employment. Further exceptions are subject to supervisor discretion.
  - d. Status Change: If an employee's status or hours change, such that the employee no longer meets the eligibility requirements, any accrued, but unused, vacation will be paid out. The employee will no longer be eligible to accrue vacation unless the employee's status or hours change to meet the requirements. Exceptions are only permissible with Human Resources approval.
  - e. Part-time employees regularly scheduled to work fewer than 30 hours per week, temporary, faculty, and student employees are not eligible for vacation. For the purposes of this vacation policy, fulltime is defined as regularly scheduled to work at least 37.5 work hours per work week.
  - f. Accrual Cap: An employee that reaches the accrual cap will not accrue any additional vacation until the employee uses some vacation accruals, resulting in a vacation balance of equal to or less than the accrual cap.
  - g. Carryover: An employee may carry over up to 30 vacation hours from December 31st to the start of the next year, January 1st. Once their hours reach the allotted cap, they will continue to carry over at the cap and shall not exceed it.
3. Usage and Deduction
- a. First Permitted Use: An employee may first use vacation following 90 days of employment. Exceptions are at the discretion of a supervisor.
  - b. Borrowing: Subject to supervisor approval, an employee may borrow in advance any unused amount of their current year vacation allotment up to 40 hours; except the employee cannot borrow any vacation that will result in a negative balance as of December 31st. A negative balance on December 31st will result in a payroll deduction unless approved by the supervisor.

- c. Deduction: SFBU may deduct from the employee's vacation bank in any increment for an employee's partial day absence to the extent permissible by law. SFBU may also deduct from the employee's vacation bank for full day absences to the extent permissible by law. SFBU may make deductions such that the employee has a negative vacation balance, so long as the employee's total usage and deduction for the current year does not exceed the employee's maximum allowable vacation usage for the current year.
- d. Deduction - Exempt & Salaried Employees: California DOL: "...Where an employer has a benefits plan (e.g., vacation time, sick leave), it is permissible to substitute or reduce the accrued leave in the plan for the time an employee is absent from work, whether the absence is a partial day or a full day, without affecting the salary basis of payment, if the employee nevertheless receives in payment their guaranteed salary. Payment of the employee's guaranteed salary must be made, even if an employee has no accrued benefits in the leave plan and the account has a negative balance, where the employee's absence is for less than a full day." Negative Balance: If an employee's employment is terminated or becomes ineligible for vacation while the employee has a negative vacation balance, the employee must repay the negative balance.
- e. California DOL: "Employees have presumably been informed in advance of the unearned vacation time policy: the employer will deduct from their pay the cost of such vacation time if they leave the company prior to earning sufficient vacation time to eliminate the vacation deficit. If this is the case, the amount of wages advanced as paid vacation time falls into the same category as a bona fide loan or cash advance to which the employee has voluntarily agreed. As such, the employer may deduct the amount advanced for the vacation hours from the employee's final paycheck, regardless of whether overtime hours were worked in the final week or whether the deduction brings the employee's pay below the applicable minimum wage."
- f. Process: All vacation usage must be approved in advance by the employee's supervisor. While reasonable efforts will be made to grant vacation requests, approval for vacation usage is at the discretion of the employee's supervisor. An employee shall submit an absence request using Trinet's self-service portal. The supervisor's approval will be based upon impact on operations and whether SFBU can accommodate the employee's absence.
  - i. Generally, vacation will not be approved for critical periods, such as, but not only, registration week and new student reporting.
  - ii. Interaction with Other Leave and Benefits: To the extent allowed by law, you agree to use and exhaust any accrued vacation and your current



annual allotment of vacation concurrently with any unpaid leave or, if concurrent exhaustion is not permitted, prior to taking any unpaid leave.

- iii. Vacation requests must be submitted at least 3 business days prior to days(s) off requested.

#### 4. Scheduling

- a. It is recommended you make vacation requests as far in advance as possible.
- b. If you wish to change vacation dates after the schedule has been finalized the new dates will not take precedence over other staff's approved time-off.
- c. Your approved vacation is subject to change by management as business needs dictate. Every reasonable effort will be made to honor approved vacation requests.

#### 5. General

- a. If you become disabled due to injury or illness during an approved vacation period, the time that you are disabled may be charged to accrued sick leave rather than vacation.
- b. If a scheduled holiday occurs during your vacation period you will receive holiday pay for the holiday, provided that the holiday does not fall on your regularly scheduled day off. The day will not be charged against your vacation accrual balance.
- c. Under exceptional circumstances, you may be recalled from your vacation if your continued absence would have a serious detrimental effect on SFBU operations.
- d. Vacation hours are paid at your base hourly salary rate.
- e. Vacation hours are not used in the calculation of overtime pay.

## Sick Leave

- 1. SFBU offers eligible staff with a robust program designed to keep staff from loss of income during times of illness related instances of absence. Details of both the state mandated Paid Sick Leave program and the more generous SFBU Sick Leave Program are found below.
- 2. Your Paid Sick Leave and SFBU Sick Bank accruals can be monitored using your employee portal through the current SFBU payroll website. Both programs will be indicated in a combined "sick accruals" figure.
- 3. Illness related absences of more than three days may qualify as a leave of absence. Staff and their Team Leaders should contact the Human Resources Department for guidance in these situations.
- 4. You are expected to act responsibly about absences due to illness. While it is expected that you will be at work on a daily basis, it is also expected that if you are suffering from an illness that could be contagious to other Staff, you will refrain from coming to work. You are expected to call your supervisor daily while you are out for short-term illnesses,

unless you have provided a doctor's note stating that you will be out for a specified number of days.

5. Time off for illness is not considered as "time actually worked" for purposes of calculating overtime or any other benefit that is paid based on hours worked. Any Sick Time that is not used will not be paid out upon termination of employment.
6. Deduction: SFBU may deduct from the employee's vacation bank in any increment for an employee's partial day absence to the extent permissible by law. SFBU may also deduct from the employee's vacation bank for full day absences to the extent permissible by law. SFBU may make deductions such that the employee has a negative vacation balance, so long as the employee's total usage and deduction for the current year does not exceed the employee's maximum allowable vacation usage for the current year.
7. Deduction - Exempt & Salaried Employees:
  - a. California DOL: "...Where an employer has a benefits plan (e.g., vacation time, sick leave), it is permissible to substitute or reduce the accrued leave in the plan for the time an employee is absent from work, whether the absence is a partial day or a full day, without affecting the salary basis of payment, if the employee nevertheless receives in payment their guaranteed salary. Payment of the employee's guaranteed salary must be made, even if an employee has no accrued benefits in the leave plan and the account has a negative balance, where the employee's absence is for less than a full day."

## Paid Sick Leave

1.
  - a. Eligibility
    - i. Employees must have worked for their employer for at least 30 days within a 12-month period.
    - ii. They need to have worked at least 30 days in total for the employer during that period, but the days don't have to be consecutive.
  - b. Accrual
    - i. All employees, on the date of hire, receive one sick leave day per month totaling 12 days per year.
    - ii. There is no maximum limit as to how much sick may be accrued.
  - c. Annual Renewal
    - i. There is no maximum limit as to how much sick leave may carry over to the following year.
    - ii. Sick leave is not paid out at the time of separation.

- d. Minimum Increment: The minimum increment of sick usage is at least one hour.
- e. Qualifying uses of Paid Sick Leave: leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member.
  - i. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a stepparent or parent-in-law), grandparent, grandchild, sibling, or a designated person.
  - ii. "Designated person" for the purposes of this policy is a person identified by the employee at the time the employee requests paid sick days. Employees will be limited to identifying one (1) designated person per twelve (12)-month period. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of an employee's family member.
  - iii. Treatment, aid, or assistance in relation to domestic violence, stalking and sexual assault are included as qualifying uses of Paid Sick Leave.
- f. Use of Paid Sick Leave will not have an adverse effect on attendance records.
- g. Paid Sick Leave must be requested and taken in no less than one-hour increments.
- h. Staff returning within the same calendar year are entitled to have their unused Paid Sick Leave hours reinstated.

## LEAVES OF ABSENCE

### General Procedures for All Leaves

1. Requests for leaves of absence should be submitted to the Human Resources Director in writing at least thirty (30) days in advance. All leaves must be approved by the Human

Resources Director and the employee's supervisor. Unless required by law, all leaves of absence will be granted at the sole discretion of the University.

2. Unless otherwise provided below, leaves of absence are without pay except that accrued vacation pay or sick leave may be available depending on the type of leave granted. Employees are not eligible for holiday pay for school breaks during leaves of absence. Additionally, depending on the reason for the leave of absence, an employee may be eligible for wage replacement benefits through the California State Disability Insurance (SDI) program, California Paid Family Leave (PFL) program, or workers' compensation while on an approved leave of absence. Note that these wage replacement benefits do not determine an employee's eligibility for time off from work—they are programs that provide partial wage replacement while an employee is on a leave of absence granted pursuant to the eligibility criteria described in the policies below.
3. Employees do not accrue sick leave during leaves of absence, and Full Year employees do not accrue vacation during unpaid leaves of absence. Accruals will resume the first full pay period after returning to work. If a Full Year employee is on unpaid leave works only for two-thirds of a school year, the Full Year employee will earn only two thirds of the employee's annual vacation accrual.
4. Details of pay and benefit arrangements and any requirements for the employee will be provided before leave begins.
5. Unless otherwise provided below, during a leave of absence other than a qualifying Family or Medical leave, Organ Donor or Pregnancy Disability Leave, SFBU will not pay for any insurance premiums. To continue medical insurance coverage, an employee will be required to pay the cost of premiums.
6. No guarantee can be made, except as may be required by law, that SFBU will have the same position or any other position available upon conclusion of the leave period.
7. It is the employee's responsibility, while on a leave of absence, to keep in touch with the employee's immediate manager and the Human Resources Director and to provide prompt notice if the employee requires an extension of the leave. If an employee fails to return to work at the conclusion of an approved leave, the University will consider the employee to have voluntarily terminated employment by job abandonment.
8. An employee should not engage in any work for SFBU while on a leave of absence (except with the approval of the Human Resources Director and, to ensure that they have the time off they need, in some cases may not have access to the University's email system while on leave.
9. An employee's right to reinstatement depends on the nature and length of a leave. If an employee accepts alternate employment or engages in work activities or activities inconsistent with the employee's leave status, the employee will be deemed to have voluntarily resigned from SFBU. All employee conduct guidelines apply during any approved leave of absence.
10. To the extent that the reason for a leave of absence is covered by more than one type of leave or different laws apply to the same leave, legal leave entitlements may run concurrently. SFBU will normally not grant more than a total of six months of leave in a 12-month period, including all types of leave.

## Paid Family Leave

1. California Paid Family Leave (PFL) provides up to eight weeks of partial pay to employees who take time off from work to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child entering the family through birth, adoption, or foster care placement.
2. For more information about the FMLA, visit the Department of Labor or call 1-866-487-2365. For more information about the CFRA, visit the California Department of Fair Employment and Housing or call 1- 800-884-1684.

## Family and Medical Leave

1. The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.
2. To be eligible for FMLA leave, you must:
  - a. Have worked at least twelve (12) months for SFBU in the preceding seven (7) years (limited exceptions apply to the seven-year requirement)
  - b. Have worked at least 1,250 hours for SFBU over the twelve (12) months preceding the date your leave would begin; and
  - c. Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by services in the uniformed services are counted in determining FMLA eligibility.

3. FMLA leave may be taken for the following reasons:
  - a. Birth of employee's child, including time for bonding with the child after birth (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
  - b. Placement of a child with an employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
  - c. To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks).
  - d. Because of an employee's serious health condition that makes the employee unable to perform the functions of the employee's position (up to twelve (12) weeks).

- e. To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details).
  - f. To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to twelve (12) weeks) (see Military-Related FMLA Leave for more details).
- 4. The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.
- 5. Definitions:
  - a. A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either:
    - i. an overnight stay in a medical care facility, or
    - ii. continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days.
  - b. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.
- 6. Use of Paid Leave: Depending on the purpose of your leave request, SFBU may require you to use accrued paid leave (such as sick leave or vacation), concurrently with some or all your FMLA leave. If SFBU does not require you to do so, you may elect to substitute paid leave for FMLA leave, so long as you comply with SFBU's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

7. **Maintenance of Health Benefits:** SFBU will maintain coverage under SFBU's group health plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must plan to pay your share of health plan premiums while on leave. In some instances, SFBU may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.
8. **Notice and Medical Certification:** Failure to comply with the below requirements may result in delay, denial of leave, or disciplinary action. When seeking FMLA leave, you must provide:
  - a. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform SFBU if the requested leave is for a reason for which FMLA leave was previously taken or certified.
  - b. Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with SFBU's normal call-in procedures, absent unusual circumstances.
  - c. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of SFBU's request to provide the certification (additional time may be permitted under certain circumstances). If you fail to do so, SFBU may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.
  - d. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
  - e. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law. SFBU will require this certification to address whether you can perform the essential functions of your position.
9. **Employer Responsibilities:** SFBU will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA leave, SFBU will provide a notice that

specifies any additional information required as well as your rights and responsibilities. SFBU will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA leave, SFBU will provide a reason for the ineligibility.

10. Job Restoration: Except as otherwise provided by applicable law, upon returning from FMLA leave, you will be restored to the same or a comparable position as the position held prior to the leave.
11. Failure to Return after FMLA Leave: If you fail to return to work as scheduled after FMLA leave or exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the SFBU's standard leave of absence and attendance policies. This may result in termination if you have no other provided leave available to you by SFBU that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, SFBU's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify the Human Resources Department. If SFBU becomes aware of the need for additional leave, SFBU will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.
12. Other Employment: While on a leave of absence, employees are prohibited from holding other employment, including self employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with SFBU may continue working that job while on leave from SFBU if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with SFBU while on leave. This policy remains in force during all leaves of absence including FMLA leave, and violation may result in disciplinary action, up to and including immediate termination of employment.
13. Fraud: Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

## Military-Related FMLA Leave

1. FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.



## 2. Definitions

- a. A “Covered Servicemember” is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
- b. A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009, and March 8, 2013, is excluded in determining this five (5) year period.
- c. The FMLA definitions of “serious injury or illness” for current Servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemembers office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.
- d. Regarding covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is:
  - i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemembers office, grade, rank, or rating.
  - ii. a physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave.
  - iii. a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or
  - iv. an injury, including a psychological injury, based on which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- e. “Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal

arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### 3. Military caregiver leave

- a. Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means:
  - i. a current member or veteran of the Armed Forces, National Guard or Reserves,
  - ii. who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list,
  - iii. for a serious injury or illness that may render a current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for Service Members on the permanent disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.
- b. To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the Covered Servicemember. “Next of kin” means the nearest blood relative of the Servicemember, other than the Servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.
- c. An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a “single twelve (12) month period.” The “single twelve (12) month period” begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited. Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible employee

may take separate periods of caregiver leave for every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any single twelve (12) month period.

- d. Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period”, an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a Covered Servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

#### 4. Qualified Exigency Leave

- a. Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e., the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (except for Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short term, temporary rest and recuperation during deployment is fifteen (15) days.
- b. Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (except for Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.
- c. Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.
- d. A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under the order of the President of the United States

pursuant to certain laws. Qualifying Exigency Leave is available under the following circumstances:

- i. Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- ii. Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active-duty status or to attend certain family support or assistance programs and informational briefings.
- iii. Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- iv. Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- v. Counseling. To attend counseling (by someone other than a healthcare provider) for the employee, the covered military member, or for a child or dependent, when necessary, as a result of duty under a call or order to active duty.
- vi. Temporary rest and recuperation. To spend time with a covered military member who is on short term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence above for more details.
- vii. Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active-duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.
- viii. Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that SFBU and the

employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

- e. An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.
5. Employees requesting leave under this section should ask the health care provider to complete the Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave, Form WH385 or Certification of Qualifying Exigency for Military Family Leave, Form WH-384 as applicable.

## California Family Rights Act

1. The California Family Rights Act ("CFRA") provides eligible employees the opportunity to take unpaid, job protected leave for certain specified reasons. The maximum amount of leave an eligible employee may use is twelve (12) weeks within a twelve (12) month period.
2. In most circumstances, SFBU anticipates that CFRA leave will run concurrently with leave under the federal Family and Medical Leave Act ("FMLA"). In such case(s), the aggregate amount of CFRA leave and/or FMLA leave shall not exceed twelve (12) workweeks in a twelve (12) month period. However, under the following circumstances, CFRA leave will not run concurrently with FMLA leave:
  - a. CFRA leave for birth of an employee's registered domestic partner's child, including time for bonding with the child.
  - b. CFRA leave for placement of a child for adoption or foster care with an employee's registered domestic partner.
  - c. CFRA leave to care for an employee's registered domestic partner, registered domestic partner's child, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition
  - d. FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
  - e. Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of

the Covered Servicemember (See Family and Medical Leave Act Policy for more information).

### 3. Eligibility

- a. To be eligible for CFRA leave, you must
  - i. Have worked at least twelve (12) months for SFBU; and
  - ii. Have worked at least 1,250 hours for SFBU over the twelve (12) months preceding the date your leave would begin.

### 4. Reasons for taking leave

- a. Birth of an employee's child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender.
- b. Placement of a child with an employee or an employee's registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender.
- c. To care for an employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition.
- d. Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy)
- e. For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

### 5. Definitions

- a. A "**Serious Health Condition**" is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.
- b. A "**child**" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis, regardless of age.
- c. A "**parent**" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- d. A "parent-in-law" means the parent of a spouse or registered domestic partner.
- e. A "**sibling**" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- f. A "**designated person**" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees will be limited to identifying one (1) designated person per twelve (12)-month period.

- g. A “**qualifying exigency**” related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent (“military member”) means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which you may obtain from **the Human Resources Department**. These exigencies include:
- i. Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
  - ii. Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member’s representative before a federal, state, or local agency in connection with service benefits.
  - iii. Counseling. To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent, when necessary, because of duty under a call or order to active duty.
  - iv. Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
  - v. Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member’s active-duty status.

## Identifying the 12-Month Period

1. SFBU measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any CFRA leave. CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of such birth or placement.

## Using Leave

1. Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt SFBU’s operations. For the birth of or care for a newly born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2)

occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

## **Use of Paid Leave**

Depending on the reason for your leave, SFBU may require you to use accrued paid leave (such as sick leave and vacation), concurrently with some or all your CFRA leave. If SFBU does not require you to do so, you may elect to substitute paid leave for CFRA leave, so long as you comply with SFBU's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). To input the time for the paid leave, the leave must be submitted through SFBU's current payroll service website portal.

## **Maintenance of Health Benefits**

SFBU will maintain coverage under SFBU's group health plan during your CFRA leave, on the same terms and conditions as if you had continued to work. If applicable, you must plan to pay your share of health plan premiums while on leave. In some instances, SFBU may recover premiums it paid to maintain health coverage or other benefits for you or your family during your leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.



## Notice and Medical Certification

To qualify for CFRA leave, you must provide:

- Reasonable advance notice (at least thirty (30) days) if the need for leave is foreseeable or notice as soon as practicable in the case of unforeseeable leave, in compliance with the SFBU standard call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or a covered family member, within fifteen (15) calendar days of SFBU's request (additional time may be permitted under certain circumstances). If you fail to do so, SFBU may delay the start of your leave, retract any designation of CFRA leave, or deny leave, in which case your leave of absence would be treated in accordance with our other leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may also be required.
- Appropriate documentation, within fifteen (15) days of SFBU's request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member's active-duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.
- Periodic reports as required by SFBU during the leave regarding your status and intent to return to work.
- Medical certification from your medical provider of your fitness to return to work, if the leave was due to your own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

## Employer Responsibilities

SFBU will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, SFBU will provide a notice that specifies any additional information required as well as your rights and responsibilities. SFBU will also inform you if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for CFRA leave, SFBU will provide a reason for the ineligibility.

## Job Restoration

Except as otherwise provided by applicable law, upon returning from CFRA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

## Failure to Return after CFRA Leave

If you fail to return to work as scheduled or fail to contact SFBU after your CFRA leave expires, you will be subject to the Company's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, SFBU's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after CFRA leave, you must notify **the Human Resources Department**. If SFBU becomes aware of the need for additional leave, SFBU will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

## Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave, and violation may result in disciplinary action, up to and including immediate termination of employment.

## Fraud

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

## Discretionary Medical Leave

1. Employees who are ineligible for leave under the federal Family and Medical Leave Act and California Family Rights Act, as provided above, or those who have exceeded their allotment under those laws, are nonetheless eligible for medical leave according to the following policy:
2. Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period more than three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or SFBU approved physician which states that you are unable to work and provides the duration of leave that you require. SFBU reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. SFBU may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

3. During a medical leave of absence, SFBU's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under SFBU's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under SFBU's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.
4. Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying SFBU in writing that you are ready and able to return to work.
5. Failure to report to work as scheduled following a leave of absence without notifying SFBU of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.
6. You should speak directly with the Human Resources Department prior to taking a leave to ensure your understanding of all your obligations to SFBU while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with SFBU policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.
7. Other Employment: While on a leave of absence, employees are prohibited from holding other employment, including self employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with SFBU may continue working that job while on leave from SFBU if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with SFBU while on leave. This policy remains in force during all leaves of absence including a medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.
8. Fraud: Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination.

## Pregnancy Disability Leave

- A pregnant employee is eligible to take PDL when the employee's health care provider determines that the employee is disabled by pregnancy, childbirth, or related medical

conditions. The employee is entitled to the equivalent of 17 and 1/3 work week's regular work hours. The employee may use the leave intermittently, in increments as small as one hour. If possible, the employee should provide SFBU with 30 days' notice.

- Prior to the start of your pregnancy disability leave, SFBU will require a statement from your healthcare provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, SFBU will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must plan to pay your share of health plan premiums while on leave. In some instances, SFBU may recover premiums it paid to maintain health coverage or other benefits for you and your family.
- Employees granted leaves for pregnancy will be returned to their same or a comparable position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Human Resources Department of your need for reasonable accommodation as soon as reasonably possible.
- A medical certification for the leave is required.

## Workers' Compensation Leave

Employees are entitled to leaves of absence when they are disabled due to an injury incurred in connection with their employment. If an employee is also eligible for a medical leave under the Family or Medical Leave policy, the Workers' Compensation Leave will run concurrently with the medical leave. The length of a Workers' Compensation Leave (beyond any period covered by the Family or Medical Leave policy) will depend on the period of the employee's disability as well as the needs of the University.

## Organ/ Bone Marrow Donor Leave

- Employees who have been employed for at least ninety (90) days and who provide written verification to SFBU that they are an organ or bone marrow donor are entitled to receive a paid job-protected leave of absence that may be taken in one or more periods to donate. An eligible employee may take up to 30 business days of paid leave in a one-year period for organ donation, and up to 5 business days of paid leave in a one-year period for bone marrow donation. The one-year period is 12 consecutive months from the date the employee begins their leave
  - For bone marrow donation leave, the employee must concurrently exhaust any earned but unused accruals, up to 5 days. For organ donation, the employee must exhaust any earned but unused accruals, up to two weeks

- An employee seeking to take organ or bone marrow donor leave should notify SFBU as soon as he or she learns of the need to donate. The employee must provide written verification that he or she is a donor and that there is medical necessity for the donation.

## Civil Air Patrol

SFBU will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by SFBU. To be eligible, employees must have been employed by SFBU for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify SFBU of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. SFBU will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms, and conditions of employment.

## Military Leave

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal law. An employee may take up to a cumulative maximum of five years of leave for service in the uniformed services. You should notify SFBU HR of your need for military leave as soon as possible. For additional information, please contact SFBU HR or see the university's USERRA rights and benefits notice.

- **Military Spouse.** An employee with a spouse in the United States Armed Forces, National Guard, or Army Reserve who is deployed during a period of military conflict may take up to 10 days of leave while the spouse is on leave from deployment. The employee must provide the employer with notice within two business days of receiving official notice that their spouse will be on leave from deployment.

## Alcohol/Drug Rehabilitation Leave

SFBU wants to help employees who recognize that they have a problem with alcohol or other drugs. If an employee has a problem with alcohol or other drugs and enrolls in a rehabilitation program, the University will grant a leave of absence, without pay, to participate in the program.

If an employee requests time off for such a program, SFBU will make reasonable efforts to keep the fact of the employee's enrollment confidential.

## Personal Leave

SFBU may grant personal leaves of absence to employees on a case-by-case basis, at the University's discretion, for up to 30 days of leave. A personal leave, if granted, carries with it neither has service requirements nor guarantees of job protection. The decision whether to grant personal leave rests solely with the Head of School. Personal leaves are unpaid except that employees may be required to use accrued sick leave or vacation depending on the reason for the leave. Employees will not receive holiday pay while on a personal leave.

No guarantee can be made that SFBU will have the same position or any other position available upon conclusion of a Personal Leave, although SFBU will make a reasonable effort to return the employee to the same or comparable position for which the employee is qualified. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

## OTHER TIME OFF

### Victims of Domestic Violence, Sexual Assault and Stalking

1. If you are a victim or are the immediate family member of a person who is deceased as the direct result of domestic violence, sexual assault, stalking, or a crime that caused mental or physical injury, you may receive unpaid leave to attend legal proceeding or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure your own health, safety, or welfare, or that of your child or children. "Family member" for purposes of this policy includes a child, parent, spouse, sibling, or "equivalent" relationship. You may also receive unpaid leave to: (1) obtain services from a domestic violence shelter or rape crisis center; (2) seek medical attention for injuries caused by domestic violence or sexual assault; (3) obtain psychological counseling for the domestic violence or sexual assault; or (4) act, such as relocation, to protect against future domestic violence or sexual assault.
2. To take this leave, you must provide SFBU with advance notice of your need for leave. If advance notice is not possible, you must provide SFBU with the following certification upon returning to work: (1) a police report showing you were a victim of domestic violence or sexual assault, (2) a court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court, or (3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from domestic violence or sexual assault. You may choose to use any accrued vacation time, if available, for an absence described above.

3. In addition, employees who are victims of or are the immediate family member of a person who is deceased as the direct result of domestic violence, sexual assault, stalking, or a crime that caused physical injury or that caused mental injury and a threat of physical injury are entitled to a reasonable accommodation for the employee's safety while at work. If you require such an accommodation, please notify your supervisor or the Human Resources Department. SFBU will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. Employees are encouraged to request leave and accommodation under this policy without fear of retaliation.

## Crime Victims Leave

1. To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, you must provide SFBU in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide SFBU with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.
2. Any employee victimized by a violent crime, or whose Immediate Family Member is a victim, may take time off to attend judicial proceedings related to that crime. You must provide SFBU with reasonable advance notice and document your absence by providing SFBU with a copy of the notice of each scheduled proceeding. If advance notice is not feasible, you must within a reasonable time after the absence provide SFBU with documentation of the proceeding from the court or government agency setting the hearing, the prosecuting attorney's office or the victim/witness office advocating on behalf of the victim.

## Voting

Any employee that is a registered voter without sufficient time outside of working hours to vote in a public election may take up to two paid hours off from work to vote. The two hours must be taken at either the beginning or the end of your regular work shift. You must obtain supervisor approval at least two working days in advance.

## Jury Duty and Witness Duty

- If you receive jury duty summons, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible. Unless

otherwise required by federal, state, or local law, time spent serving on jury duty will be unpaid for non-exempt employees.

- If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed. Unless otherwise required by federal, state, or local law, time spent on witness duty will be unpaid for non-exempt employees. Exempt employees will continue to receive their regular salary for any week in which they perform any work while on witness duty, pursuant to state and federal law.

## Leave for Volunteer Rescue Personnel

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel (“Emergency Rescue Personnel”) may receive unpaid leave to perform their duties in the case of an emergency. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, to engage in fire, law enforcement, or emergency rescue training.

If you qualify as state-sponsored or requested Emergency Rescue Personnel, please alert your supervisor so that your supervisor knows you may have to take time off for emergency duty and/or training. If you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. You must provide SFBU with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work.

You may choose to use any accrued vacation leave time, if available, for an absence described above.

## Emergency Personnel Leave

Employees will be granted unpaid time off to perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel. Employees who serve in these roles are also permitted to take up to 14 days of leave per calendar year for the purpose of engaging in fire or law enforcement training.

## Leave: Unpaid Family School Partnership

An employee who is the parent, stepparent, foster parent, grandparent, or individuals standing in *loco parentis* with custody are eligible for forty (40) hours of unpaid leave each year, not to exceed (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner’s children. Employees may also take such leave to



find, enroll, or re-enroll their child in a school or with a licensed childcare provider, or to address child care providers or school emergencies.

You must personally notify your supervisor and the Human Resources Department as soon as you learn of the need for a planned use of this leave. You will not be allowed time off if you do not provide your supervisor with adequate notice. SFBU may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## School Disciplinary

1. Employees who are requested by their child's school to appear at SFBU in connection with the suspension of their child from school will be provided unpaid time off for such purpose. Employees must provide reasonable advance notice that they have been requested to appear at SFBU where feasible.

## Bereavement Leave

1. Eligible employees may receive up to five days of bereavement leave, of which three days will be paid leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's family. A family member includes your spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent, grandchild, or a designated person as defined under the California Family Rights Act (CFRA).
2. To be eligible, employees must have been employed with SFBU for at least thirty (30) days immediately preceding the commencement of leave.
3. Employees who are notified of the death of a family member while at work will be **paid or unpaid** for the remainder of the scheduled hours that day. Eligible employees may take bereavement leave in a single block of time or intermittently within three (3) months of the employee's family member's death. All time off in connection with the death of a family member, as defined above, should be scheduled with your supervisor. SFBU will make reasonable efforts to safeguard the employee's privacy with respect to a request for bereavement leave. Employees are encouraged to request leave under this policy without fear of retaliation.
4. SFBU reserves the right to request supporting documentation of the need for bereavement leave, which can include a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

5. You may choose to use any accrued sick or vacation time for leave time, if available, for an absence described above.

## Medical Documentation

Satisfactory medical documentation must accompany all requests for FMLA or CFRA leave. Acceptable documentation should include prognosis, start date of the illness, and anticipated return to work date. For a personal serious health condition, employees should ask their health care provider to complete the Certification of Health Care Provider Form WH-380-E. For a family member's serious health condition, employees should ask the health care provider to complete the Certification of Health Care Provider Form WH-380-F.

### Procedures and Responsibilities for Requesting FMLA or CFRA Leave:

1. Employee:
  - a. Submits a written request to the Human Resources Department of need for FMLA or CFRA Leave as soon as possible (within thirty days for a scheduled surgery or other planned absence). Written request should detail current accruals, the planned charging of accruals while on leave or request for leave without pay, or other type of leave and the appropriate medical certification. All medical information and documentation is confidential. Employees may submit medical documentation directly to Human Resources.
  - b. Employee completes timesheets for submission to payroll with a clear indication if time accruals are to be used. \*Supervisor may complete upon verbal verification with the employee.
2. Supervisor:
  - a. Alerts the Human Resources Department immediately upon notification of an employees' possible need for leave. This does not have to be a written notice (may be verbal) from the employee, nor does the employee specifically need to mention the word "leave". Supervisors should be aware of indicators of need for leave. Examples: Employee requests time off for surgery, employee has been/will be absent 10 business days or greater due to illness, a request for time off due to a member of the employee's immediate family suffering a catastrophic injury or illness.
3. Human Resources:
  - a. Upon request of the supervisor or employee a Human Resources representative will meet with the parties to discuss the leave process and leave alternatives to create an individualized leave plan for the employee. This meeting is not required and is at the discretion of the supervisor or employee.
  - b. Upon notice of the need for possible FMLA leave, **the Human Resources Department** mails the employee the Employee Notice of Eligibility and Rights and Responsibilities, within 2 business days. If the employee is not eligible for FMLA leave, the HR representative will discuss alternatives with the supervisor.
  - c. If the employee is eligible for FMLA and upon receipt of medical documentation, the Human Resources representative will complete and mail to the employee the

Designation Notice of FMLA leave, within five business days. If there is lack of sufficient medical documentation this will be addressed in the letter.

- d. Upon receipt of a leave request the employee will receive a letter detailing their leave plans and the approval for charging accruals.

## Procedure for Requesting Unplanned FMLA

1. Employees should notify their supervisor verbally as soon as possible. Employees should include expected dates of absence, usage of accruals for said absence, and reason for absence.
2. Employees should complete submit a leave request and appropriate medical certification as soon as is practical; FMLA leave protection may be delayed or denied if the employee fails to do so.
3. HR follows the process as detailed above.

## Extended Absences

If the medical provider extends the employee's absence, the employee must submit additional medical documentation to Human Resources (HR will notify supervisor).

## Returning to work

Employees must submit a Return to Work Authorization Form or acceptable documentation indicating that they are able to perform the full range of duties **prior** to being allowed to return to work after being out on leave for a serious health condition (If said leave was for the employee, not an eligible family member, or approved intermittent leave).

## Non-FMLA/CFRA Leaves

### Medical Leave of Absence

Employees who are ineligible for leave under the federal Family and Medical Leave Act and California Family Rights Act, as provided above, or those who have exceeded their allotment under those laws, are nonetheless eligible for medical leave according to the following policy: Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period more than three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or SFBU approved physician which states that you are unable to work and provides the duration of leave that you require.

SFBU reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. SFBU may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, SFBU's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under SFBU's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under SFBU's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying SFBU in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying SFBU of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence. You should speak directly with the Human Resources Department prior to taking a leave to ensure your understanding of all your obligations to SFBU while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with SFBU policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

## Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with SFBU may continue working that job while on leave from SFBU if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with SFBU while on leave. This policy remains in force during all leaves of absence including a medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

### Fraud

- Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination.

# EMPLOYEE BENEFITS

The following is a summary of benefits currently available to employees. For many of these benefits, SFBU has summary plan descriptions which provide more information on eligibility and benefits. If there is a conflict between the following policies and a summary plan description, the terms of the summary plan description control. The University reserves the right to modify, replace or terminate any of the following benefits.

## Medical Insurance

Employees who work regularly 30 hours or more per week (including Faculty employees with 7 or more courses or equivalent commitments per school year) are eligible for medical insurance, as are their dependents. Temporary employees who work over 30 hours per week for six months or faculty who work for one semester with 4 or more courses are also eligible for medical. The University offers a variety of different medical plans; HMOs and PPOs. Coverage begins on the date of hire. The University pays the premium for employees and pays half the premium for eligible dependents. The portion of the premium paid by the employee is deducted from wages via payroll deduction. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Should an employee be eligible for medical insurance and choose not to enroll, the University will not compensate the employee for the amount of the premium. Details about medical insurance coverage are available on TriNet.

1. Deductions for health insurance follow the following pattern:
  - a. New coverage and/or a change in premium amount will be deducted from the first paycheck after the date of change.
  - b. Deductions are taken on a pre-tax basis.
  - c. Part time employees who work 30 hours or more will be eligible for university provided benefits.
2. University Sponsorship (Contributions)
  - a. Self
    - i. The University will cover the full-time staff insurance coverage up to 100% based on the base plan premium
  - b. Spouse and Dependant Coverage
    - i. The University will cover the full-time staff's immediate dependents up to 60% based on the base plan premium.
3. For plan, COBRA, and other health insurance related questions, please contact SFBU HR.
4. A full-time staff employee qualifies for university sponsored health insurance on the date of hire. Coverage begins on the first day of the employment period.

## 5. State Mandated Insurance Benefit Programs

- a. **State Disability Insurance:** SFBU is required by law to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department, which administers the SDI program.
- b. **Family Temporary Disability Insurance:** SFBU is also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which allows you to receive compensation for lost wages, for up to eight (8) weeks in a twelve (12) month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.
- c. Despite its name, FTDI does not provide you with any entitlement to leave beyond what you are entitled pursuant to SFBU policy. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify SFBU if you intend to file for FTDI benefits.
- d. All claims for FTDI benefits must be submitted directly to the California Employment Development Department. The Employment Development Department ultimately determines whether you are eligible to receive FTDI benefits. You will not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.
- e. **Workers’ Compensation Insurance:** SFBU pays the entire amount of its Workers’ Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers’ Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers’ Compensation claim. Such conduct is also against SFBU policy and will result in disciplinary action, up to and including termination of employment

## Dental Insurance

Employees who work regularly 30 hours or more per week (including faculty employees with 7 or more courses or equivalent commitments per school year) are eligible for dental insurance, as are their dependents. Temporary employees who work over 30 hours per week for six months or faculty who work for one semester with 4 or more courses are also eligible for dental. Coverage begins on the first of the month following or coinciding with date of

hire. The University pays the premiums for employees up to 100% based on the base plan premium and up to 60% based on the base plan premium for eligible dependents. In the event of an increase in dental insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Should an employee be eligible for dental insurance and choose not to enroll, the University will not compensate the employee for the amount of the premium. Details about dental insurance coverage are available on TriNet.

## Vision Insurance

Employees who work regularly 30 hours or more per week (including faculty employees with 7 or more courses or equivalent commitments per school year) are eligible for vision insurance, as are their dependents. Temporary employees who work over 30 hours per week for six months or faculty who work for one semester with 4 or more courses are also eligible for vision. Coverage begins on the first of the month following date of hire. The University pays the premiums for employees up to 100% based on the base plan premium and up to 60% based on the base plan premium for eligible dependents. The portion of the premium paid by the employee is deducted from wages via payroll deduction. Details about vision insurance coverage are available on TriNet.

## Short-Term Disability Insurance

Each employee contributes to the California State Disability Insurance (SDI) program. Contributions are made through a payroll deduction. SDI benefits are payable when you cannot work because of illness or injury not caused by employment at SFBU or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the Human Resources Director. If you become disabled and eligible for short-term disability benefits, the University will continue to pay you an amount equal to your regular salary less the amount of the disability benefit from the state and supplemental short-term disability, for a period of 90 days or through your last day of disability, whichever comes first. On the 91st day, if you are still disabled, payments from SDI will continue, but compensation from the University will cease. If you are eligible, you may receive additional insurance benefits under our long-term disability insurance plan. See Leaves of Absence policy for procedures to apply for leaves due to disabilities.

## Long-Term Disability Insurance

Employees who work regularly 30 hours per week (including faculty employees with 7 or more courses or equivalent commitments per school year) are automatically enrolled in SFBU's Long-Term Disability Insurance Plan. The University pays the premium on this insurance, which safeguards part of your income should you become disabled for longer than three months. Specific rules and regulations governing long-term disability are available from the Human Resources Director.

## Workers' Compensation Insurance

Workers' Compensation Insurance: SFBU pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against SFBU policy and will result in disciplinary action, up to and including termination of employment

## Life Insurance

SFBU contributes to a nominal life insurance policy on every employee eligible for medical insurance.

## Flexible Spending Account Plan

SFBU offers Flexible Spending Accounts for employees to set aside pre-tax dollars to pay for health, dental, and dependent care expenses not covered by insurance or other benefits. In addition, employees may opt to use the plan to allocate pre-tax dollars to pay for any insurance premiums they pay via payroll deduction.

## Health Savings Account

Employees who enroll in a high deductible health plan can contribute pre-tax dollars to a Health Savings Account to go towards qualified medical expenses.

## Unemployment Compensation Insurance

SFBU contributes to the California Unemployment Insurance Fund on behalf of its employees.

## Course Auditing and Tuition Assistance

As an institution of higher education, SFBU is dedicated to the professional development of its staff. Staff employees may be eligible to audit courses and for tuition assistance as follows:

1. Staff employees with at least 3 months of service time may audit SFBU courses. Tuition will be waived; however, the auditing employee shall still be responsible for any laboratory materials or resource fees. An employee interested in auditing an SFBU



course must make a written request in advance to his or her supervisor and SFBU HR, approval of which shall be at SFBU's sole discretion.

2. Auditing is limited to one course per trimester and subject to availability. In the event of conflict between an SFBU student and an auditing staff employee due to space or resource limitations, the SFBU student shall have priority, and SFBU reserves the right to remove the auditing employee from the course up through the end of the student add/drop period.
3. Full-time, staff employees with at least 3 months of service time as a full-time staff member may be eligible for tuition assistance for work-related classes or accredited courses leading to an undergraduate or graduate degree that relates to the employee's SFBU job responsibilities or is otherwise of benefit to SFBU, determination of which is at SFBU's sole discretion.
4. Eligible employees are required to submit a written request to the Human Resources Department for approval prior to enrollment in classes.
  - a. To maintain eligibility, the employee must remain a full-time, staff employee and receive satisfactory course grades.
  - b. Upon demonstration of successful completion of courses taken, the employee's semester/quarter tuition will be reimbursed up to the equivalent of SFBU's tuition for zero to six units per semester.
5. A family member of a full-time staff employee, with at least 6 months of service time as a full-time staff employee, may be eligible for half-priced tuition for up to a maximum of 15 units per semester if enrolled in an SFBU bachelor's degree program and 9 units per semester if enrolled in an SFBU master's degree program.
  - a. For the purposes of this section, family member means spouse, registered domestic partner, child, or stepchild.
  - b. SFBU reserves the right to modify, rescind, or delete this policy at any time. SFBU makes no promises or guarantees that the tuition discount will be available to a full-time staff employee's family member for the entirety of his or her enrollment in an SFBU degree program.
  - c. A family member that initially enrolls in an SFBU degree program under a PRSP arrangement, cooperative program, articulation arrangement, or other special academic or discount program is ineligible for a tuition discount under this section.

## Medical Insurance for Early Retirees

When a long-serving employee and SFBU agree that he or she may or should retire before age 65, the University will make every effort to extend medical insurance coverage to the retiring staff member from the date of retirement to the age of 65. The two conditions are that 1) the

retiree must be 58 or older in the calendar year of retirement, and 2) the sum of age in years plus the number of years of service to the University must be 70 or greater. The University will continue to pay the premium for group coverage as if the retiree were to continue on the payroll, provided the retiree remains in the geographic area covered by the group plan. If the retiree elects to move outside the geographic area covered by the group plan, so that the retiree cannot be covered by the group plan, then the University will make a cash payment monthly to the retiree, until he or she is 65, equivalent to the premium it would have paid had the retiree elected to stay within the geographic area covered by the group plan.

## Retirement Plan

SFBU provides a 401(K) plan for regular employees in order to assist in planning for their retirement. Participation is voluntary and all regular, full-time, employees are eligible to participate in the employer-matching part of the plan. The University offers an annual retirement match of up to 5% for eligible full-time employees. For information regarding eligibility, contributions, benefits, and tax status, contact the Human Resources Director. All eligible participants will receive a summary plan description.

## Social Security

Social Security is an important part of every employee's retirement benefit. SFBU pays a matching contribution to each employee's Social Security taxes.

# LEAVING SFBU

## Procedures upon Termination

1. When an employee leaves employment with the University, the employee must complete all offboarding documents and return all SFBU- owned property, including vehicles, equipment, supplies, keys, security system fobs, uniforms, identification badges, and credit cards. If the employee owes any money to SFBU, the employee will be asked to make arrangements for repayment at that time. The University also will provide the employee with information regarding notice of change in relationship, medical benefits and COBRA rights.
2. If an employee resigns from employment with SFBU, the University requests that the employee provide two weeks' notice if possible. For faculty members, SFBU requests thirty days' notice. If an employee provides such notice, SFBU also reserves the right to make the resignation effective at that time with or without pay for the notice period. If an employee resigns with fewer than 72 hours' notice, SFBU will send your final paycheck to the most recent address we have in our records, unless you have directed us otherwise.

## Exit Procedures

When an employee leaves the university, Human Resources will arrange an exit interview with the employee. Employees must complete all required offboarding documents and return any university equipment, materials, documents, and university property to SFBU before the last day of employment. These include login credentials for university-owned accounts.

## Employment Verification

Third parties may wish to verify your employment with SFBU. Only SFBU HR may provide any information regarding current or former employees. Any requests for information must be made in writing directed to Human Resources. It is SFBU policy to only disclose (1) job title, and (2) dates of employment.

# TECHNOLOGY

## Cell Phone/Wireless Communication Device

1. SFBU provides personal communication devices to selected employees who require them to fulfill their job requirements by issuing SFBU owned devices or by providing a communication stipend.
2. Eligibility will be approved by the President based on an employee's business need. General guidelines for eligibility include the following:
  - a. Employees who have been provided personal communication devices are required to be fully accessible, at any time of day, to the public, SFBU faculty, students, staff, or alumni by telephone or electronically.
  - b. Employee's job requires travel to a remote location or significant time out of the office.
3. An employee who has been provided a University-owned personal communication device may not, under any circumstances, use the devices for any other purpose except for university business without the president's approval.

## Information Technology Policy

1. The latest version of SFBU's Information Technology Acceptable Use Policy is available at the following link: <https://sites.google.com/sfbu.edu/staff-it/it-policies/published-policies>
2. 2) As a reminder, SFBU employees must use official SFBU email accounts to conduct all SFBU business, except in emergent circumstances or unless authorized in advance by SFBU.

## Technology Resources

"Technology Resources" consist of SFBU-owned or leased electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; lap-top computers; mini and mainframe computers; computer

hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the internet; electronic mail; telephones; cellular phones; pagers; and voicemail systems. All Technology Resources, including the information stored and created on them, are and remain at all times the property of the University. Each employee has a responsibility to use the SFBU's Technology Resources in a manner that increases productivity, enhances the University's public image, and is respectful of other employees.

## Authorization for Use

SFBU provides various Technology Resources to authorized employees to assist them in performing their job duties for the University. Employees' access to SFBU's Technology Resources are within the sole discretion of the University. Generally, employees are given access to SFBU's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the University's Technology Resources and who have successfully completed any required SFBU-approved training will be given access to the necessary technology.

SFBU has made a substantial financial commitment to its technology program and particularly to the provision of notebook/laptop computers to faculty, administrators and staff that can benefit from that tool. Every employee is expected to exercise reasonable care to protect the University property in their possession or under their control from loss or damage. All employees are expected to follow guidelines issued by the IT Department and/or University Operations for the care and security of computer equipment and all other SFBU property. Employees may be held personally liable for the repair or replacement of SFBU property damaged or lost as a result of carelessness or inattention.

## University's Right to Access All Technology Resources

SFBU's Technology Resources are SFBU property, and all messages sent and received, including messages employees intend to be personal, and all data stored in these systems, regardless of content, are also the property of the University. As such, SFBU reserves the right to access all of its Technology Resources, including computers, voicemail, and electronic-mail systems, at any time, in its sole discretion. In particular, SFBU may monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose. Therefore, in using Technology Resources for personal reasons as discussed below, employees should remember that they must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, is private. Deleting or erasing information, documents, or messages maintained on the University's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the SFBU's Technology Resources can possibly be electronically recalled or recreated regardless of

whether it may have been "deleted" or "erased." Employees who delete or erase information or messages should not assume that such information or messages were or are confidential. While certain of SFBU's Technology Resources can be accessed only by entering a password, passwords do not confer any right of privacy upon any employee of the University.

## Permissible Incidental Personal Use

Technology Resources are to be used primarily for University purposes. Employees may use SFBU's Technology Resources for the following incidental personal uses so long as such use does not interfere with the SFBU's business, and does not violate any SFBU policy:

1. To send and receive occasional personal communications;
2. To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
3. To use the telephone system for brief and necessary personal calls; and
4. To access the internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage and other SFBU policies.

In using Technology Resources for the University assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on SFBU's Technology Resources. The University accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any SFBU Technology Resources. SFBU strongly discourages employees from storing any personal data on any of the SFBU's Technology Resources. Email accounts established for employees on the University's email server will generally remain active until the employment relationship is terminated although they may be suspended while an employee is on a leave of absence. Normally, email accounts will be deleted at the conclusion of the last day of employment. Employees are responsible for distributing change of address and/or forwarding instructions well in advance of their departure. Employee email access may be suspended or revoked for violation of the technology use policies and procedures contained herein, or for the use of email to violate other SFBU policies and procedures contained herein.

## The Internet and On-Line Services

SFBU provides authorized employees access to on-line services such as the Internet. SFBU expects that employees will use these services in a responsible way, principally for business-related purposes. Incidental personal use is permissible, as stated earlier in this policy. But under no circumstances are employees permitted to use the University's Technology Resources to access, download, or contribute to the following:

- gross, indecent, or sexually oriented materials;
- gambling sites;
- sites promoting harassment or other discriminatory behavior; and
- sites devoted to the sharing of information, whether or not confidential or a trade secret, about SFBU's business or industry.

Additionally, employees must not sign "guest books" at Websites or post messages to Internet newsgroups or discussion groups at Websites. These actions may generate junk electronic mail or expose SFBU's to liability or unwanted attention because of comments that employees may make. SFBU strongly encourages employees who wish to access the internet for non-work-related activities to get their own personal internet access accounts and use them at home, on their own personal computers.

## Improper Use of Technology Resources

### **Prohibition Against Harassing, Discriminatory, and Defamatory Use**

SFBU is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the University's Equal Employment Opportunity policies, SFBU does not tolerate discrimination or harassment. Under no circumstances may employees use the SFBUs Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racial messages, jokes, or cartoons).

## Intellectual Property Policy

- Patents and Inventions: Any invention or discovery by an employee, who
  - made the invention or discovery within the scope of their employment at SFBU, or
  - makes use of SFBU resources, shall be owned by SFBU.
- Copyright: Any work created by an employee within the scope of their employment is a work made for hire, and, therefore, SFBU shall own the copyright in such work and all revenues derived therefrom.

## Other Prohibited Uses

Employees may not use any of SFBU's Technology Resources for any illegal purpose, in violation of any SFBU policy, in a manner contrary to the best interests of the University, in any way that disclose confidential or proprietary information of the University or third parties, or for personal or pecuniary gain.

## Security

Employees are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner of such information or programs. Employees are expected to maintain their passwords as confidential, must not share passwords, and must not access co-workers' systems without express authorization.

## Confidential Information

- “Confidential Information” means any information, technical data, or know-how of a sensitive or proprietary nature that is disclosed either directly or indirectly by SFBU to an employee, including, but not limited to, that which relates to services, students, customers, employees, markets, marketing, finances, operations, processes, research, software, inventions, or developments. Confidential Information does not include that which an employee can establish (i) is rightfully in employee’s possession without accompanying obligations of confidentiality at the time of disclosure by SFBU as shown by employee’s written records, (ii) is or becomes part of the public domain, not as a result of any action or inaction of employee, (iii) is obtained by the employee from a third party without an accompanying duty of confidentiality and without a breach of such third party’s obligations of confidentiality, or (iv) is independently developed by the employee without use of or access to the Confidential Information as evidenced by employee’s written records.
- **Nondisclosure and Nonuse Obligations.** An employee shall only use Confidential Information for the benefit of SFBU and as is required to perform the employee’s duties. Employees shall not disclose any Confidential Information to third parties. Employees shall take all reasonable measures to protect the secrecy of Confidential Information to prevent it from falling into (i) the possession of persons other than those persons authorized to have any such information or (ii) the public domain. An employee shall not reverse engineer, disassemble, or decompile any software or other tangible objects which embody Confidential Information. An employee shall only make such copies of Confidential Information as are required to perform the employee’s duties.
- **Mandatory Disclosure.** If an employee is required by legal process to disclose any Confidential Information, the employee shall immediately give written notice to SFBU prior to any disclosure so that SFBU may seek an injunction, protective order, or other appropriate remedy. The employee shall consult with and assist SFBU in obtaining an injunction, protective order, or other appropriate remedy to prevent disclosure. If such injunction, protective order, or appropriate remedy is not obtained, the employee shall disclose only that portion of the Confidential Information which the employee’s legal counsel advises is legally required.

- **Return of Materials.** Upon termination of an employee's employment or earlier request by SFBU, an employee shall promptly destroy, permanently erase, or return to SFBU, at SFBU's option, all materials in employee's possession that embody or contain Confidential Information.
- **Ownership; No Rights; No Warranty.** Employee acknowledges any Confidential Information disclosed to an employee shall always remain SFBU's property during and after the term of the employee's employment. Nothing in this policy or handbook is intended to grant any rights to an employee in or to the Confidential Information.
- **Remedies.** Employee agrees that a breach of the provisions in this policy would cause SFBU irreparable harm, for which money is not an adequate compensation. Employee agrees that SFBU shall be entitled to injunctive relief and specific performance to enforce the provisions of this policy, in addition to any other remedies that may be available, in law, in equity, or otherwise.

## Use of Personal Devices for School Business

1. Employees may use their personal electronic devices, including personally owned cell phones, smart phones, tablets, laptops and computers, for work purposes only as provided in this policy. SFBU will not be responsible for loss or damage to employees' personal electronic devices, personal applications or data resulting from the use of personal electronic devices for work purposes. The University will not reimburse any costs related to employee use of personal electronic devices without prior written authorization from the Human Resources Director.
2. While at work, employees are expected to exercise the same discretion in using their personal devices as is expected for the use of SFBU-owned equipment and technology. SFBU's policies pertaining to Harassment, Equal Employment Opportunity, Standards of Conduct and the Business Conduct and Ethics apply to employee use of personal devices for work-related activities.
3. Employees must not store confidential information concerning students, their families or the University on their personal devices. Any information that would be considered pupil records should be maintained in SFBU's official student files. Communications concerning confidential SFBU or student matters should be done only following appropriate security Procedures.
4. Excessive personal calls, e-mails or text messaging during the workday, regardless of the device used, can interfere with employee productivity and be distracting to others. Employees must handle personal matters on non-work time and ensure that friends and family members are aware of the policy. Exceptions may be made for emergency situations and as approved in advance by management.
5. Non-exempt employees may not use their personal devices for work purposes outside of their normal work schedule without authorization in advance from their supervisor. This includes reviewing, sending and responding to emails or text messages, responding to phone calls, or making phone calls.



6. Employees may not use their personal devices for work purposes during periods of unpaid leave without authorization from the Human Resources Director and their supervisor. The University reserves the right to deactivate an employee's access to the SFBU's electronic systems during leaves of absence.
7. No employee using his or her personal device should expect any privacy as to work-related use of that device except as required by law. SFBU has the right, at any time, to monitor and preserve any communications or data, whether or not contained on an employee's personal device, if those communications or data use the University's communications and information systems in any way, including voice mail, telephone logs, Internet use and network traffic.
8. When an employee's employment with SFBU terminates, the employee must return all SFBU data and communications stored on the employee's personal electronic devices.

## Social Media

1. While SFBU respects the right of employees to use social networking sites such as Facebook, Instagram and Twitter as well as personal websites and blogs during their personal time, it is important that employees' use of these sites does not damage the University, its employees, volunteers, students or their families. No matter how carefully an individual attempts to limit access to their postings on these sites, information posted on the sites may be disseminated quickly to a wide audience and used out of context in a manner that can be harmful to the individual employee as well as to members of the University community. SFBU considers discretion in social media activities to be a serious matter in protecting the University community. Social media can bridge both the work life and personal life of employees. The expectations for interacting online with colleagues, alumni and other community members are the same as interacting with these individuals or groups face-to face. We are required to maintain respect, dignity, prudence and professionalism.
2. If an employee chooses to use a social networking site or post information to a blog or personal website, users of the site may either know or be able to recognize the employee as an employee of the University, whether or not the employee identifies him or herself as a SFBU employee. Therefore, it is important that employees adhere to the guidelines set forth in this policy.
  - a. SFBUs strict prohibitions against unlawful discrimination and harassment and its confidentiality and conduct policies apply to social media communications as well.
  - b. Employees should not speak on behalf of SFBU without clear authorization.
  - c. Employees should use disclaimers that indicate that personal opinions and views are their own and are not those of the University.
  - d. An employee may not disclose any confidential information about students or their families, or other confidential information obtained during the course of the employee's employment.
  - e. An employee may not post pictures or videos of students, their families or other employees without express permission of those depicted.

- f. Employees are not permitted to use SFBU's logo, trademarks, photographs, videos or any other intellectual property or proprietary materials in any postings without the express permission of the University.
- g. Employees are not to include the use of SFBU provided e-mail addresses or other obvious connections to the University when creating usernames or accounts on social media sites without express permission from the supervising administrator in charge of their activity.

## Social Media Contacts with Students and Their Families

1. Employees are prohibited from initiating or accepting social media "friend" requests (or otherwise establishing an on-line relationship) on their personal social media accounts from current students (of any age) or former students under the age of 18. Employees should use professional discretion when "friending" alumni 18 years of age and older. When doing so, recognize that many former students have online connections with current students (including younger siblings and underclassmen friends), and that information shared between recent alumni/ae is likely to be seen by current students as well. Employees are prohibited from "friending" parents of current or prospective students due to the inherent conflicts of interest that may rise.
2. If specific needs cannot be met by SFBU-provided services, and an employee wishes to use another social networking site for University communications, the administrator in charge may approve the use of outside services. Faculty who wish to use social media sites, such as Facebook or Twitter, for communications with students and other members of the SFBU community may, with the permission of VP of Marketing and Communications, create an "official" page for professional purposes. Access to these accounts should be restricted so student information is protected.

# Faculty Handbook (Revision Adopted 1/18/25 by unanimous Faculty Assembly Vote)

## Preface

Between 2023-2024, San Francisco Bay University (SFBU), a WSCUC-accredited, not-for-profit university located in Fremont, California, experienced an unprecedented period of rapid transformation, hiring a new President who subsequently hired all new Vice Presidents. A new Strategic Plan was developed, and work on ambitious strategic initiatives immediately commenced. Faculty positions, duties, and expectations were redefined, and multiple national searches were launched to fill these positions. On October 22, 2024, the provost convened the entire full-time faculty at a retreat to examine the Faculty Handbook, its structure, purpose, and relevance. The document below reflects the thoughts, intelligence, and desires of the Faculty at SFBU. It is designed to be a “living document” with ongoing iterative changes as SFBU continues to evolve. As an enduring value, it is important that the SFBU faculty structure and processes remain nimble, allowing us to make rapid curricular and process changes while reducing administrative barriers in order to focus on student success.

## Academic Freedom

Academic freedom includes the right to free inquiry, expression, and discussion. Faculty are members of a learned profession and stewards of SFBU. When they speak or write as citizens, they should be free from institutional censorship or discipline. As educators, they should remember that the public may judge their profession and their institution by their utterances. SFBU will not retaliate against faculty members for sharing their convictions and responsible conclusions with their colleagues and students in their teaching and writing; however, faculty should not incorporate controversial matters that have no relation to their subject into their teaching. Faculty members are not authorized to engage in offensive speech such as hate speech, sexual harassment, or any other behaviors that impinge on the rights and freedoms of others, as broadly delineated in the Employee Handbook.

## SFBU Pillars of Student Success

At SFBU, student success is guided by six interconnected principles that together create a meaningful and holistic impact on the student experience. These principles focus equally on intellectual development, career preparation, practical life skills, personal well-being, financial empowerment, and fostering strong, supportive relationships. By giving equal weight to each area, SFBU ensures that students are prepared for academic and professional success and to navigate life with confidence and resilience. Faculty are pivotal in advancing these principles, fostering an environment where students can grow, connect, and thrive in all aspects of their journey.

## Faculty Assembly

The purpose of the Faculty Assembly is to enable the entire faculty to participate in the formulation of policies or plans that affect the academic programs of SFBU. The Faculty Assembly is made up of all full-time faculty, post-doctoral fellows, librarians, all adjunct faculty then under contract, all academic chairs, and appropriate academic administrators such as the Provost and Associate Provost. The Faculty Assembly is empowered to: (i) designate selected faculty representatives to serve on those SFBU committees on which members of the Faculty Assembly participate and (ii) study, discuss and make recommendations regarding the University's academic policies and procedures, including, without limitation, policies and procedures related to curriculum development. Faculty Assembly meetings take place at least once each semester, at a time specified in writing to the membership. Notice of meetings and a meeting agenda shall be distributed to all members via e-mail at least five working days prior to the meetings. Special meetings of the Faculty Assembly may be called upon due notice, at the request of the Chair, Provost, or upon petition of 25 percent of the Faculty Assembly membership.

## Faculty Assembly Officers

### Chair

- **Leadership and Oversight:** Provide overall leadership for the faculty assembly, ensuring that meetings are conducted efficiently and according to established rules.
- **Representation:** Acts as the primary representative of the faculty in discussions with the administration, trustees, or external bodies.
- **Facilitation:** Presides over meetings, ensuring that all voices are heard, and facilitating decision-making processes.
- **Reporting:** Provides regular updates and reports to the faculty body and administration on the status of initiatives, decisions, and actions taken by the assembly.

### Vice Chair

- **Support to Chair:** Assists the Chair in performing their duties and steps in to fulfill the Chair's responsibilities when they are absent or unavailable.
- **Special Projects:** May be tasked with leading specific initiatives or projects that benefit the faculty, such as governance reform or new faculty policies.

- Agenda Setting: Works with other officers and faculty members to develop meeting agendas, highlighting key issues for discussion.

## Secretary

- Record-Keeping: Takes and distributes minutes for faculty assembly meetings, ensuring that accurate records of discussions and decisions are maintained.
- Communication: Manages communications between the assembly and its members, including distributing agendas, minutes, and other documents.
- Document Management: Maintains and archives important assembly documents, such as bylaws, policies, and resolutions.

## Adjunct Representative

- Representation for Adjunct Faculty: The Adjunct Representative shall serve as the representative of the interests of the adjunct faculty at all Faculty Assembly meetings. As necessary, the Adjunct Representative may assign his or her duties to another member of the adjunct faculty on a temporary basis.

## Faculty Assembly Officer Terms

- Officers shall hold terms of one year, from September 1<sup>st</sup> through August 31<sup>st</sup>. Elections for the following term shall be held at the last regularly scheduled meeting prior to July 31<sup>st</sup> each year, provided that the Chair may call for elections at a separate special meeting if circumstances warrant.
- Officers may be selected from any member of the Faculty Assembly, except that the Adjunct Representative must be an adjunct faculty member at the time of his or her election to the role.
- The Faculty Assembly may, upon motion of any member, vote to add additional Officer roles.

## Faculty Assembly Participation

Faculty members are invited to participate in the development of the educational programs offered by SFBU. Faculty members have the responsibility to participate in administering and implementing policy, especially as it pertains to academic affairs. Faculty members are encouraged to engage in matters of academic governance at SFBU through the Faculty Assembly. Academic and program committees, composed of faculty members, may be formed

to examine and make recommendations to the Provost with respect to academic-related policies and issues. Each academic and program committee invites all the faculty members in its academic field to participate in meetings and discussions pertaining to academic issues. At a minimum, issues and discussions include the development of the educational program of the institution; course related issues; systematic evaluation and revision of the program curriculum; assessment of student learning outcomes; and planning for institutional effectiveness.

## Faculty Assembly Eligibility and Voting

Eligible participants include all full-time faculty, post-doctoral fellows, librarians, adjunct faculty then under contract, all academic chairs, and appropriate academic administrators such as the Provost and Associate Provost. All eligible participants will enjoy both voice and vote.

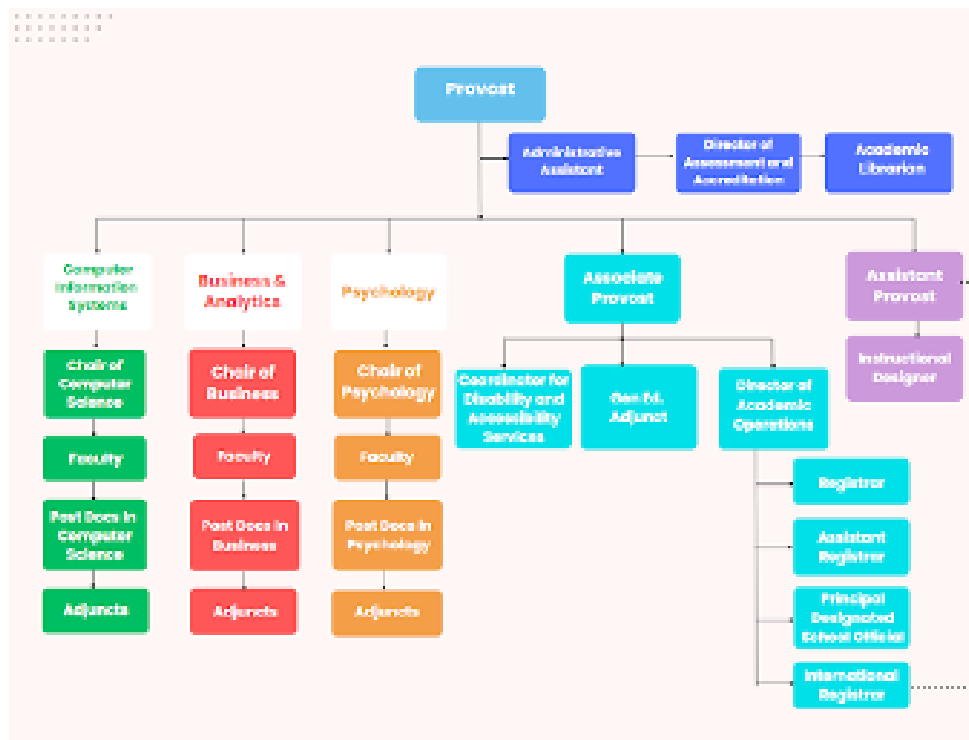
Special invitations to non-faculty participants may be extended jointly by the Faculty Assembly Chair and Provost. These invitees will enjoy a voice but are not permitted to vote.

At all meetings, a quorum shall consist of at least 40 percent of the membership.

## Day-To-Day Academic Operations

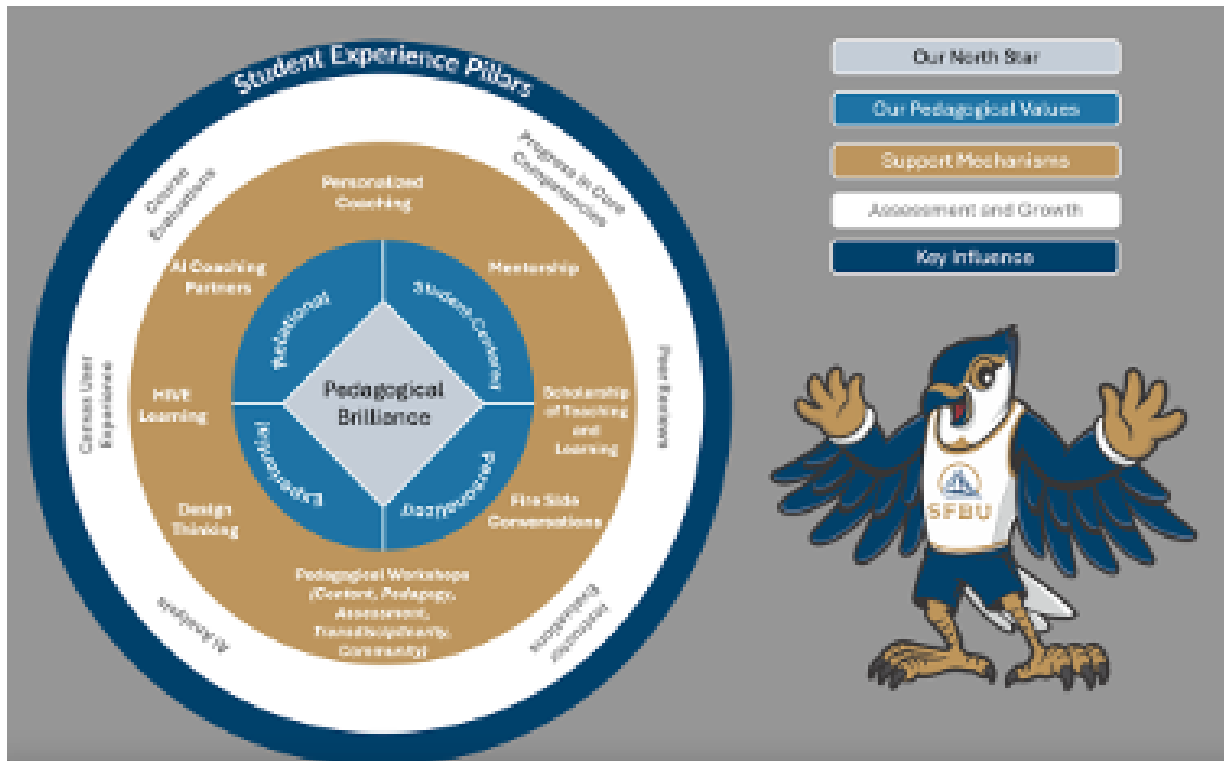
As a relatively small organization without a highly stratified organizational structure, adjunct and full-time faculty are encouraged to make use of both formal and informal channels of communication to solve problems, advance ideas and initiatives, and ensure student learning is supported with high-impact teaching practices. The frequent and open conversations, recommendations, and feedback sessions with the academic chair, chief learning officer, associate provost, provost, or other appropriate staff are encouraged and welcomed.

## Academic Affairs Structure



## Center for Empowerment and Pedagogical Innovation (CEPI)

The Center for Empowerment and Pedagogical Innovation (CEPI) is a crucial support structure for all faculty at SFBU. Led by the Chief Learning Officer, CEPI delivers required pedagogical training for all new faculty and periodically throughout the academic year. The Chief Learning Officer will regularly audit and observe classes with the goal of providing valuable feedback and insights into high-impact pedagogical practices. SFBU embraces such high-impact practices, eschewing lecture-intensive pedagogy, high-stakes testing, and other archaic pedagogies in favor of empowering students to be primary agents in their own learning and intellectual discovery, and helping faculty become the best possible version of themselves as teachers. CEPI maintains open and consistent feedback loops between students and professors. These insights are essential to creating evaluative frameworks for faculty to reflect on and improve their pedagogical practices. SFBU Professors must undergo comprehensive training in the PERS model, a framework internally developed at SFBU. The PERS model emphasizes four interconnected pillars: **P**ersonalized, **E**xperiential, **R**elational, and **S**tudent-Centered teaching.



The PERS model ensures that faculty develop fluency in a range of leading-edge pedagogical practices, including:

- Universal Design for Learning (UDL)
- Teaching neurodiverse students
- Culturally relevant and sustaining pedagogy
- Trauma-informed Pedagogy
- Metacognitive teaching strategies
- Blended and gamified learning experiences
- Learning through augmented and virtual reality

These principles reflect our mission to prepare students for success in a rapidly evolving world while fostering meaningful connections within and beyond the classroom.

## Faculty Responsibilities and Duties

1. Faculty members shall be aware of SFBU's mission and educational philosophy and the Institutional Learning Outcomes, Program Learning Outcomes, and Course Learning Outcomes and shall carry out their duties accordingly.
2. It is the faculty member's responsibility to develop their own course materials, instructional tools and other teaching resources, assess students' learning, make systematic



evaluations of the program curriculum, provide suggestions to the supervising Chair for revisions or improvement of the curriculum, and engage in discussions with respect to institutional effectiveness.

3. Each faculty member should attend all faculty meetings, committee/subcommittee meetings if elected as a member, and annual graduation ceremonies. Faculty members shall attend the Faculty Assembly meeting each semester.

4. Faculty members shall make recommendations to the Librarian for library acquisitions and subscriptions.

5. Faculty members shall submit the following records for their classes to the Records Office at the end of each semester:

- a. A semester grade report, online submission through the faculty portal,
- b. A copy of each student's final examination (scanned and uploaded) on Canvas,
- c. Class attendance records (online),

6. Faculty members must comply with the Rights and Privacy Act (FERPA) as outlined in the SFBU Catalog, (e.g., do not leave graded homework/exams in a visible location or post grades in a manner that identifies individual students).

7. Lecture time required: Faculty will deliver all instruction in the format and timeframe assigned by the SFBU Registrar.

8. Grading: To ensure a balanced and comprehensive evaluation of students' performance, faculty must establish a minimum of 4 grading categories per course (including the midterm and final examinations). Percentage weight for each category should not exceed 25% of the total course grade unless the assignment is graded through multiple submissions. An exception is also made for the "participation" category to be capped at 10%. The number of grades A+, A, A- combined should not be higher than 40% of the total grades in a class with 10 or more students. For smaller classes, please consult with the departmental dean about grade distribution if the number of A grades would exceed 40% of the total. Homework assignments, projects, quizzes, exams and other course assignments such as projects, quizzes, class debates, TED-style talks, etc. should be graded in a timely manner (within 1 - 2 weeks after submission). The scores must be recorded in the LMS after the grading is completed. This is crucial for the students to be able to monitor their progress and know how well they are performing in the class. SFBU administrators may also need to examine these data in order to monitor students' performance.

9. Faculty members are responsible for keeping complete and accurate class records. The records kept provide a legal basis for granting college credit (and for state and federal funding). SFBU employs online management systems for the faculty members to maintain class records. The records are kept permanently and are used as official documents to resolve questions concerning attendance and grades.

10. Faculty members shall schedule regular office hours where he/she will be available to the students. In scheduling office hours, the principal consideration should be the convenience of the student. The faculty member shall include office hours and the location or online link in the course syllabus. A minimum of one office hour per week is required for a 3-unit course. The faculty member may provide flexibility to their students by also allowing the students to make appointments.

## Faculty Rank and Review

**Adjunct Faculty:** Adjunct Faculty are hired on an as-needed basis each semester and serve at the discretion of the academic chair. Adjunct Faculty will be observed by the academic chair, Chief Learning Officer, and other relevant staff each semester.

**Post-Doctoral Teaching Fellows:** Post-Doctoral Teaching Fellows will generally teach 7 courses through their 12-month appointment. Post-Doctoral Teaching Fellows' appointments are renewable annually. Post-Doctoral Teaching Fellows are expected to produce research, scholarship, or thought leadership annually. Post-Doctoral Teaching Fellows must provide evidence of both their teaching effectiveness and scholarly activities to the Chair and Provost annually by completing and submitting their annual evaluation to the Chair by March 1. The review document will include: Mid-semester and end-semester student reviews, peer reviews, observations from CEPI, and contributions toward the six pillars and PERS model at SFBU. The Chair will review the document and supporting evidence, making recommendations to the Provost by March 15. The Provost will make reappointment decisions by April 1.

**Professors:** Professors will generally teach 9 courses through their 12-month appointment. Professors' appointments are renewable annually. While Professors are not expected to produce research, they are encouraged to assist students through close mentorship, jointly produced scholarship, and career counseling. Professors must provide evidence of both their teaching effectiveness and support of student success to the Chair and Provost annually by completing and submitting their annual evaluation to the Chair by March 1. The review document will include: Mid-semester and end-semester student reviews, peer reviews, observations from CEPI, and contributions toward the six pillars at SFBU. The Chair will review the document and supporting evidence, making recommendations to the Provost by March 15. The Provost will make reappointment decisions by April 1. Professors who have been successfully renewed three times are eligible to receive a rolling 3-year appointment.

**Academic Chairs:** Academic Chairs are Professors who serve in an additional administrative capacity at the discretion of the Provost. All Academic Chairs will generally teach 9 courses through their 12-month appointment, although may negotiate a reduced teaching load based on the complexity of their academic unit and administrative responsibilities. Chairs' appointments are renewable annually. In addition to the above-listed required evidence of both teaching

effectiveness and support of student success, Chairs must also provide a narrative and evidence outlining their administrative effectiveness to the Provost by March 1. The Provost will make reappointment decisions by April 1.

## Faculty Grievances

Any Faculty member wishing to file a grievance may speak with the Provost or follow the grievance procedures outlined by SFBU Human Resources. The WASC Senior College and University Commission (WSCUC), SFBU's accrediting agency, provides procedures for filing complaints against accredited institutions. WSCUC requires that the complainant has exhausted all complaint and grievance procedures provided under the institutional policy before seeking WSCUC's assistance. Should such a complaint be filed, WSCUC will review the matter to determine whether there may have been any violation of its criteria and standards and can act only if it determines there to have been such a violation. WSCUC can be contacted at: 1080 Marina Village Parkway, Suite 500, Alameda 94501, 510.748.9001

## Syllabus Maintenance and New Courses

Course syllabi are developed by faculty in coordination with the Chief Learning Officer, CEPI, and instructional design support staff and must adhere to specific standards. Once created or substantially modified, syllabi are reviewed by the supervising chair and approved by the Provost's office. When developing the course syllabus, the faculty member must adhere to the course descriptions published in the SFBU Catalog, unless there are changes otherwise approved by the Provost. All syllabi will adhere to the format defined in the school's course syllabus template, which follows the recommendations provided by WSCUC and designed standards maintained by CEPI.

In all instances, it is the faculty member's responsibility to populate portions of the course syllabus with proper instructions, information, and guidelines for the students to follow and achieve the intended learning objectives. It is also the faculty member's responsibility to adhere to the course syllabus when delivering the course.

The faculty member shall evaluate the students' performance based on the grading system specified in the course syllabus before issuing final grades for the students in each class. The faculty member shall implement signature assignments to assess the achievement of stated course learning outcomes (CLOs) and program learning outcomes (PLOs), and engage in assessment projects at the discretion of the academic chairs or faculty assembly.

Development of new courses may be initiated by any faculty member and reviewed by the responsible supervising Chair, who will convene a departmental Curriculum Committee for initial approval. The course is then forwarded to the Provost's Office for final approval and inclusion in

the SFBU Catalog. SFBU follows requirements set forth by WSCUC to report substantive curriculum changes.

## New Academic Programs

As new academic programs are developed at SFBU, independent contractors and curricular experts may be engaged in the initial design process to work collaboratively with faculty. The development of new academic programs and the courses associated with such programs will be overseen by the Provost's Office, with timely and appropriate communication to the Faculty Assembly and the SFBU Board of Directors. New academic programs will also be submitted to WSCUC for approval prior to enrolling students.

## Academic Assessment and Program Review

Faculty are responsible for creating and evaluating student learning outcomes and establishing standards of student performance at SFBU. With support from the Director of Accreditation and Assessment, the Faculty will engage in continuous, evidence-based assessment of student learning on an annual cycle and establish a timeline for periodic review of degree programs.

## Amendments to the Faculty Handbook

Amendments to the Faculty Handbook may be made with a two-thirds vote of the Faculty Assembly. The Provost or President may make other circumstantial amendments through administrative fiat in the interest of maintaining compliance or in other exigent circumstances.



## Confirmation of Receipt of Handbook

You may sign the confirmation of receipt form through this [link](#).

My signature certifies that:

1. I have received a copy of the SFBU employee handbook.
2. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.
3. I agree to comply with these policies and procedures and any revisions thereto, including the policies addressing harassment.
4. I understand that my employment is at-will and that my employment may be terminated with or without cause at any time. I further understand that, except for the policy of at-will employment or others that are dictated by federal or state law, any and all policies or practices can be changed at any time by SFBU. SFBU reserves the right to change my hours, wages, and working conditions at any time. Nothing in the employee handbook creates a contractual relationship between SFBU and any employee nor is it intended to create a promise or representation of continued employment.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A copy of this document will be kept in your personnel file.