



California University  
of Science and Medicine

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**CALIFORNIA EMPLOYEE HANDBOOK**

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2021 - 2022

# Employee Handbook

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# About the California University of Science and Medicine

## Welcome from the Dean

Nothing is more important to the mission and culture of California University of Science and Medicine (“CUSM”) than the people who make up our community. Staff, faculty, and students are the heart of who we are and what we do.

As we strive to expand educational and economic opportunity, to grow a diverse and effective healthcare workforce and to improve the health and wellness of our communities, that work is done by you and the people like you who have joined us in this mission.

We are pleased that you have chosen to become part of the CUSM family and are excited to have you join us. I would like to take this opportunity to welcome you and to thank you personally for your commitment.

As you settle in, I would encourage you to share your thoughts (or concerns). We are building an inclusive environment that welcomes everyone’s input. My door is always open (both literally and figuratively), and I will always be pleased to hear from you.

In the meantime, please accept my sincere thanks. And again, “Welcome.”



A handwritten signature of Paul Lyons in blue ink. The signature is written in a cursive, flowing style.

Paul Lyons, MD

President

Dean, School of Medicine

## History of CUSM

Healthcare in the United States faces significant challenges, including growing burdens of disease, lack of access to healthcare and a shortage of healthcare professionals. These issues disproportionately affect underserved areas such as the Inland Empire, the name given to the combined populations of San Bernardino and Riverside counties in Southern California. The Inland Empire exhibits significant health disparities when compared to California averages and national benchmarks, including a higher incidence of death as a result of diabetes, coronary heart disease and chronic liver disease, as well as serious psychological distress. This higher rate of disease incidence, however, has not correlated to a higher number of physicians in the area, as the Inland Empire ranks in the lower half of counties in California in number of physicians per capita.

To help overcome these challenges, Prem Reddy, M.D. and others decided to establish CUSM, emphasizing its community-oriented mission and vision. Dr. Reddy, founder of Prime Healthcare Services, Inc. (“PHSI”) and Prime Healthcare Foundation, Inc. (“PHF”), believed that the establishment of a medical school could provide a great positive impact on healthcare, presently and for future generations, by addressing growing health disparities, disease burden and the regional physician shortage. PHSI is a Delaware corporation and PHF is a Delaware nonprofit, nonstock corporation. Both PHSI and PHF own and operate hospitals across the country with the mission to provide high quality care with compassion, dignity, and respect for every patient. PHF is the sole member of CUSM. PHF has committed \$40 million towards the establishment of CUSM. The Dr. Prem Reddy Family Foundation also has committed \$20 million towards the establishment of CUSM.

CUSM was formed in August 2012 under the name “Eastern California College of Medicine,” which was then amended to “California University of Science and Medicine” in May 2013. Dr. Reddy and other leaders defined as the mission and vision of CUSM to develop and operate a graduate school of medicine to educate future physicians and medical support personnel and conduct medical research in furtherance of the science and art of medicine. CUSM began operations in the spring of 2015 when Robert Suskind, M.D. joined as the School of Medicine’s Founding Dean. Dr. Suskind, who has since retired and currently serves as Dean Emeritus, directed the recruitment of the initial group of faculty and support staff of CUSM. Under the leadership of Dr. Alfred Tenore, the School of Medicine’s Senior Associate Dean of Medical Education from April 2015 to May 2019, the faculty developed an innovative curriculum for the School of Medicine’s M.D. degree and developed standards and policies for admitting students, hiring faculty, and evaluating the M.D. program.

Some medical schools in the U.S. have post-baccalaureate programs that supplement their M.D. programs. In 2017, CUSM developed its first post-baccalaureate program, the MBS program. The primary goal of the program is to better prepare students for a career in medicine or other healthcare professions, including by enhancing students’ academic qualifications to gain acceptance into more advanced healthcare educational programs. In April 2017, CUSM expanded its WASC Senior College and University Commission (“WSCUC”) eligibility to include the MBS program.

CUSM welcomed its first cohorts of 64 M.D. program students and 36 MBS program students in the summer of 2018.

## **Purpose of CUSM**

The purpose of the California University of Science and Medicine is to develop and operate a health and life sciences university, including colleges, a research institute, and a graduate school of medicine, to educate future physicians and medical support personnel and conduct medical research and/or work with research organizations to further the science and art of medicine. Additionally, the University may engage in any activities that are reasonably related to or in furtherance of its stated purposes.

## **Mission Statement**

To advance the art and science of medicine through innovative medical education, research, and compassionate healthcare delivery in an inclusive environment that advocates critical thinking, creativity, integrity, and professionalism.

## **Vision Statement**

To establish a school of medicine that inspires, motivates, and empowers students to become excellent and caring physicians, scientists, and leaders; to advance the art and science of medicine through research; to improve the health of its community, to share innovative curriculum, and advance best practices in medical education globally; and to facilitate a medical education to promising disadvantaged students, especially from California and the Inland Empire.

## **Values**

### ***Community-Focused***

Committed to educating future physicians who will embrace the responsibility for improving the health and health care needs of underserved communities and be advocates for the elimination of health disparities.

### ***Accountability***

Accept individual and collective responsibility to direct education, research, and service activities to address the priority health concerns that span from the local to the global community.

### ***Leadership***

Promote effective changes in educational policies and processes to develop and train competent physicians who will have leadership roles in all domains of medicine.

### ***Motivation***

Inspire, shape, and mold the character of students through dedicated faculty and creative, innovative teaching methods.

### ***Excellence***

Achieve consistent outstanding levels of performance which exceed the expectations of our students while upholding the highest standards of ethical behavior, intellectual honesty, and professional conduct.

### ***Diversity***

Promote, cultivate and respect ethnic, intellectual, social, and cultural diversity of students, faculty, and patients in a safe, positive, and nurturing environment.

## **Code of Ethics**

All employees at CUSM are expected to demonstrate high standards and values of professionalism through their behavior in all academic and educational settings at all times, including classrooms and laboratories, professional and clinical sites, and also in non-educational settings. Examples of such behavior include, but are not limited to:

- Honesty and Integrity
- Trustworthiness
- Professional Behavior
- Ethical Standards
- Empathy and Understanding of Cultural Diversity
- Communication
- Punctuality
- Social Contracts
- Negotiation, Compromise and Conflict Resolution,
- Lifelong Improvement and Professional Competence
- Time Management and Decision-Making
- Appearance

## **CUSM's Commitment to Diversity**

CUSM has adopted the definition of diversity that embraces a culture in which everyone is valued regardless of age, race, ethnicity, language, gender, gender identity, sexual orientation, physical ability, religion, socioeconomic status, and geographic origins.

Diversity is an integral part of the California University of Science and Medicine's institutional identity as evidenced in the founding principles. This very early intent to create a historic medical school in southern California has arisen from tenets adopted by the inaugural

leadership and begins with a deep commitment to the diversity of the student body, faculty, administration, and staff. Recognizing, nurturing latent merit, talent, values, and richness inherent in our diverse California culture and society, CUSM leadership acknowledged the acute need to remove barriers to the recruitment, retention, and advancement of the historically underrepresented, marginalized populations. This is being achieved through the CUSM mission to serve the diverse, the disadvantaged and the multicultural populations, and to meet the health needs of the citizens of the Inland Empire, the State of California, and the Nation. The innovative clinical presentation curriculum emphasizes public health, population health, global health, and affordable, accessible care for all. Educational excellence that truly incorporates diversity can promote mutual respect and make possible the full, effective use of the talents and abilities of all, to foster innovation and train future leadership. Training of culturally competent healthcare providers requires a multicultural milieu in which diversity is deeply valued and encouraged. This philosophy is entrenched at CUSM, and it will enrich the experience gained by students while it builds values of altruism and social accountability in the globalized, pluralistic, complex, connected world of the 21st century.

## **Purpose of This Employee Handbook**

This handbook is designed to acquaint you with the California University of Science and Medicine (“CUSM”) and provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, practices, and policies in effect at the time of publication. CUSM retains the right to add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement contained in the Employee Acknowledgment and Agreement at the end of this handbook, this handbook should not be construed as creating any kind of “employment contract.”

Faculty members should refer to their specific employment contract and the “California University of Science and Medicine Faculty Handbook and Bylaws” for additional details regarding employment terms and conditions for faculty members.

As provided in the Employee Acknowledgment and Agreement, employment at CUSM is at-will and may be terminated by either CUSM or the employee, with or without cause or prior notice. This handbook supersedes any and all prior handbooks, written documents, or oral representations that contradict the at-will nature of your employment. Your status as an “at-will” employee may not be changed except in writing signed by the President of CUSM.

## **Let's Communicate**

### **Employee Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. We know that CUSM's success and reputation is a direct result of the loyalty, commitment, and continued efforts of our employees.

### **If You Have a Question**

We encourage you to discuss any questions or concerns regarding this handbook or any work-related issues with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact the Human Resources Department.

If you have a complaint of harassment or discrimination, or you require a reasonable accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook.

CUSM takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible. You are encouraged to utilize this procedure without fear of retaliation.

# What You Can Expect From Us

## Equal Employment Opportunity Policy

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniformed Services of the Sea member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## Reasonable Accommodations

CUSM is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. This policy extends to all aspects of our employment practices, including but not limited to recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. CUSM 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 CUSM and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or practices, please notify the Human Resources Department. Once CUSM is aware of the need for an accommodation, CUSM will engage in an interactive process to identify possible accommodations.

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

## Employee Title IX Policy

As a recipient of federal financial assistance for education programs and activities, and in accordance with the provisions of Title IX of the Higher Education Act of 1972, as amended, CUSM does not discriminate on the basis of sex or gender in any of its education or employment programs and activities. Any person that acts to deny, deprive, or limit the educational or employment opportunities or benefits to any member of the CUSM community on the basis of sex or gender (including Sexual Harassment, as explained below) is in violation of this policy. Any

person may report discrimination on the basis of sex or gender to the Title IX Coordinator, at any time. For contact information, and CUSM's full Title IX Sexual Harassment & Sexual Misconduct Policy and Procedures, see the Addendum to this Handbook, as well as <https://www.cusm.org/title-ix/about-title-ix.php>

## **Policy Against Unlawful Harassment, Discrimination, and Retaliation**

CUSM is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, CUSM strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable state or federal law.

CUSM's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all vendors, and independent contractors as well as to all unpaid interns and volunteers (all of whom are designated for the terms of this policy as "Business Associates"). CUSM prohibits managers, supervisors, and employees from harassing subordinates or co-workers as well as CUSM's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. CUSM likewise prohibits its Business Associates from harassing our employees, unpaid interns, and volunteers.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;

- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, CUSM strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: CUSM is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of CUSM regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;

- Making or filing an internal complaint with CUSM regarding alleged unlawful activity;
- Providing notice to CUSM regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

CUSM is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, CUSM will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

### **What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against**

If you feel that you or anyone else are being or have been sexually harassed, discriminated against on the basis of sex or gender, or retaliated against on the basis of sex or gender in violation of CUSM's Title IX Sexual Harassment & Sexual Misconduct Policy and Procedures, you should immediately report it as follows (see full policy in Appendix 2):

- In person, to the **Title IX Coordinator, at 1501 Violet Street, Colton CA, 92324;** or
- By telephone, at **(909) 424-0345** (campus extension 01345); or
- By email, at [titleixcoordinator@cusm.org](mailto:titleixcoordinator@cusm.org)

If you feel that you or anyone else are being or have been harassed, discriminated against, or retaliated against on any other basis prohibited by this policy, you should immediately report it to your manager or supervisor or to the Human Resources Director as follows:

- In person, at **the Human Resources Department, 1501 Violet Street, Colton CA 92324;** or
- By telephone, at **(909) 545-6279;** or
- By e-mail, at **MarquezD@cusm.org.**

In addition, if you observe harassment by another employee, supervisor, manager, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to the Title IX Coordinator or the Human Resources Department, as applicable.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. CUSM takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. CUSM prohibits employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with CUSM's need to conduct an adequate investigation.

**Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.** Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. **Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.**

# **Timekeeping and Payroll Practices**

## **Employee Classification**

### **Full-Time Employees**

Full-time employees are those normally scheduled to work at least forty (40) hours per week, as determined by CUSM in its sole discretion. “Full-time” is a general employee classification used by CUSM for a variety of purposes. Employees not classified by CUSM as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

### **Part-Time Employees**

Part-time employees are those normally scheduled to work fewer than forty (40) hours per week, as determined by CUSM in its sole discretion. If part-time employees are eligible for accruable benefits (i.e., paid sick leave and/or vacation leave), such accrual will be pro-rated based on the part-time employee’s full-time equivalent (“FTE”) of a forty (40) hour workweek.

### **Temporary Employees**

Temporary employees are those employed to work seasonally, on special projects for short periods of time, or on a “fill-in” basis. 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 in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for CUSM benefits, and temporary employees remain employed at-will at all times.

### **Non-Exempt Employees**

Non-exempt employees include all employees who are covered by the overtime provisions of the Fair Labor Standards Act and California state law.

### **Exempt Employees**

Exempt employees include all employees who are classified by CUSM as exempt from the overtime provisions of the Fair Labor Standards Act and California state law.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Human Resources Department or the applicable benefit plan document.

## **Your Pay**

We offer direct deposit of employee paychecks to all employees who provide a written authorization for direct deposit and we encourage employees to enroll in our direct deposit program.

We distribute paychecks and issue direct deposits bi-weekly, on Fridays, for the pay period ending the previous Saturday. You should pick up your own paycheck or paystub copy on the normally scheduled pay day. If the scheduled payday falls on a weekend or holiday, paychecks will generally be distributed on the preceding business day. Any questions about the amount of your pay or deductions should be brought to the attention of the Human Resources Department immediately.

## **Pay Transparency**

CUSM will not discharge, or in any other manner, discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the University, or (c) consistent with the University's legal duty to furnish information.

Similarly, CUSM will never require, as a condition of employment, that an employee refrain from disclosing the amount of their wages, or that an employee sign a waiver or other document purporting to deny the employee the right to disclose the amount of their wages.

## **Timekeeping Procedures**

CUSM's workweek starts on Sunday at 12:00 a.m. and runs through Saturday at 11:59 p.m.

Unless otherwise notified, you are required to accurately record your hours of work through the use of an electronic timekeeping system. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws.

Working "off the clock" is strictly prohibited. If any manager or supervisor directs you to, or suggests that you should, perform work while not "on the clock," you must notify the Human Resources Department immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor. In the event such work is authorized, all time spent working must be reported on the employee's time record.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor *before* working overtime or hours

beyond your regular work schedule. Employees who work overtime or off-schedule hours without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your time records must be initialed by you and your supervisor. Under no circumstances may any employee record another employee's time.

## **Overtime and Work Schedule**

CUSM may periodically schedule overtime work to meet business needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor's approval may result in disciplinary action, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing business needs, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of CUSM.

## **Alternative Workweek Schedule**

CUSM is committed to helping exempt employees face the demands of juggling work, family, and life-related issues by offering a possible flexible work arrangement. This arrangement will provide exempt employees with increased flexibility with their work schedule while allowing CUSM to maintain a progressive and productive work environment. To assist employees, CUSM offer flextime and compressed workweeks.

### **Flextime**

An employee works eight hours per workday, but there is flexibility in an employee's set scheduled starting and ending times. This includes working very early in the morning and leave earlier in the afternoon, as well as starting later in the day and work into the evening (between the hours of 7:00 a.m. and 10:00 p.m.).

### **Compressed Workweek**

Compressed workweek schedules must be set (not varying from pay period to pay period), and may be any of the following [for a two week pay period]:

1. 10-hour day, four-day workweek, in which an employee works 10 hours per workday, reducing the workweek to four days a week.
2. Nine-hour day, half-day on Friday, in which an employee works nine-hour workdays Monday through Thursday and four hours each Friday or nine-hour days and one full day off every other week.)

Types of flexible work arrangements and potential schedules must be approved with consent of the Human Resources Department prior to announcement and implementation.

## **Make-Up Time**

CUSM provides nonexempt employees with the opportunity to make up work time that is missed due to personal obligations. Nonexempt employees are eligible for make-up time if they obtain prior approval from their supervisors of a written request for make-up time. (Please contact the Human Resources department to obtain the Make-up Time Form. CUSM reserves the right, in its sole discretion, to deny a request for make-up time based on the business needs of the University.

The make-up time must be worked (or made up) in the same workweek when the scheduled time was missed or taken off. Additionally, the scheduled make-up time must not cause the employee's total scheduled work time to exceed 11 hours in any workday or 40 hours in the relevant workweek. Time that is made up under this policy will be compensated at the employee's regular, straight-time rate of pay. Apart from the approved and scheduled make-up time under this policy, the regular rules for paying overtime wages will apply.

## **Meal Periods**

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the 5th 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. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the Human Resources Department, employees must record the beginning and ending time of their meal period(s) every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. You may leave the premises for your meal period if you so desire. CUSM schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods during which you were required to work. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no manager or supervisor is authorized to instruct you how to spend your personal time during a meal or rest period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal or rest period to the Human Resources Department. CUSM strictly prohibits retaliation against any employee who reports violations of CUSM's meal and rest period policies.

### **Waiver of Meal Period.**

You may waive your meal period only under the following circumstances:

- If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your supervisor.
- 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.

You may not waive your meal periods to shorten your work day.

### **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 CUSM 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 CUSM at any time.

CUSM 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 CUSM to work during one or more meal periods or if CUSM 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 deviate from CUSM’s schedules or policies providing meal periods as required by law.

### **Rest Periods**

CUSM provides non-exempt employees with the opportunity to take a net ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. You may leave the premises for your rest period if you so desire. Rest breaks will be provided as follows:

<b>Shift (Hours Worked in Day)</b>	<b>Number of Paid Rest Breaks</b>
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

CUSM generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

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 CUSM’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 CUSM 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 an employee 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 of 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).

CUSM 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 CUSM to work during one or more rest periods or when they are not otherwise provided an opportunity by CUSM to take one or more rest 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. CUSM strictly prohibits retaliation against any employee who reports violations of CUSM’s rest period policy. The one-hour premium will not apply in situations where an employee personally chooses not to take a rest period or to deviate from CUSM’s schedules or policies providing rest breaks as required by law.

## **Recovery Periods**

CUSM provides employees working in conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked. You are not required to record your cool-down periods.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized to instruct you to waive or skip a cool-down period. You should immediately report a manager’s or supervisor’s instruction to skip, shorten, or work during a cool-down period to the Human Resources Department.

CUSM 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 CUSM to work during one or more recovery periods or if CUSM has not otherwise provided them with an opportunity to take one or more recovery 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 an employee personally chooses not to take a discretionary recovery period or to deviate from CUSM's schedules or policies providing discretionary recovery periods as required by law.

## **Lactation Accommodations**

You have the right to request, and CUSM will provide, accommodations required for employees to express breast milk as necessary. Employees should notify their immediate supervisor or the Human Resources Department to request accommodations to express breast milk under this policy. CUSM will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and rest periods. Such additional breaks will be unpaid.

CUSM additionally will provide employees needing to express breast milk with a room or place, other than a restroom, to express breast milk in private. The room or location will be near the employee's work area, shielded from view, and free from intrusion while the employee is 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 CUSM to provide appropriate lactation accommodations.

## **Seating**

CUSM provides suitable seating when the nature of an employee's work reasonably permits. If you feel you need seating at your workstation or feel your seating is inadequate, please inform your supervisor or the Human Resources Department.

## Employee Benefits

CUSM provides the following benefits to eligible employees. CUSM reserves the right to terminate or modify these plans at any time for any reason.

### Paid Holidays

Full-time and part-time employees will receive the following specific holidays off with pay any time they fall on a normally scheduled work day for the employee. Each calendar year CUSM will distribute a schedule of the year's holidays. However, CUSM reserves the right to change or eliminate paid holidays with prior notice. The following are generally the paid holidays:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking an excused absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs. Should a holiday fall on a weekend, the holiday will be observed on the workday closest to the holiday.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday

### Paid Vacation

CUSM provides vacation benefits to eligible employees. Eligible employees may only use vacation benefits that have actually accrued. Accrual begins on the first day of employment and as follows:

#### **Full-Time Faculty.**

Full-time faculty (1.0 FTE) will accrue 160 hours (20 days) of vacation time per year; provided however, that this accrual cannot exceed a total of 320 hours (40 days). Once an employee reaches 320 hours of accrued vacation time, no further vacation time will accrue until the employee falls below the cap. Full-time faculty must use accrued vacation time in full day increments only.

<b>Full-Time Faculty</b>			
<b>Employee's Continuous Length of Service</b>	<b>Amount of Bi-weekly Accrual</b>	<b>Maximum Vacation Days Accrued per Year</b>	<b>Maximum Accrual Cap</b>
0 – 1 year	6.153 hours	20 days (160 hours)	
2nd year and thereafter	6.153 hours	20 days (160 hours)	40 days (320 hours)

**Part-Time faculty.**

Eligible part-time faculty (<1.0 FTE) will accrue vacation time on a pro-rated basis based upon the employee's FTE; provided however, that this accrual cannot exceed the maximum caps for full-time faculty. Once an employee reaches the applicable maximum accrual cap, no further vacation time will accrue until the employee falls below the cap. Part-time faculty must use accrued vacation time in full day increments only.

**Full-Time Staff (Exempt and Non-Exempt).**

Exempt and non-exempt full-time staff will accrue vacation time in accordance with the table below; provided however, that this accrual cannot exceed the maximum accrual caps on the schedule below. Once an employee reaches an applicable maximum accrual cap, no further vacation time will accrue until the employee falls below the cap. Exempt full-time staff must use accrued vacation time in full day increments only; non-exempt full-time staff may not use accrued vacation time in increments of less than sixty (60) minutes.

<b>Full-Time Staff (Exempt)</b>			
<b>Employee's Continuous Length of Service</b>	<b>Amount of Bi-weekly Accrual</b>	<b>Maximum Vacation Days Accrued per Year</b>	<b>Maximum Accrual Cap</b>
0 – 2 years	4.615 hours	15 days (120 hours)	30 days (240 hours)
2 – 5 years	5.23 hours	17 days (136 hours)	34 days (272 hours)
5+ years	6.153 hours	20 days (160 hours)	40 days (320 Hours)

Vacation time is a benefit for all employees to use. In the event that vacation time is not taken, and the maximum accrual cap has been reached, employees may cash out up to forty (40) hours of accrued vacation time once per year. Vacations should be scheduled and approved by your supervisor at least two (2) weeks in advance. Also, CUSM, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your application for vacation where business needs dictate. Employees who are out on a leave of absence do not accrue vacation time while they are on leave. All earned and accrued but unused vacation time is paid out when an employee leaves CUSM.

## **Paid Sick Leave**

CUSM provides paid sick leave (“PSL”) to all employees. 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. “Family member” for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child’s age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. 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.

Employees requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. CUSM will not take any adverse action against employees who utilize paid sick leave. However, employees who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Accrued but unused PSL will not be paid out at the time an employee separates from employment. However, former employees who become re-employed with CUSM within a year of separation will have any previously accrued but unused PSL reinstated.

### **Regular, Full-Time Employees**

PSL begins to accrue on a regular employee’s first day of employment; the accrual rate depends on an employee’s employment status, as follows:

<b>Employee Classification</b>	<b>Maximum Accrual Per Sick Leave Year</b>	<b>Maximum Accrual Cap</b>
Full-Time Faculty	8 days (64 hours)	16 days (128 hours)
Full-Time Staff (exempt and non-exempt)	11 days (88 hours)	22 days (176 hours)

If a regular full-time employee reaches the maximum accrual cap, then PSL will stop accruing until the employee falls below the cap.

### **Regular, Part-Time Employees**

Regular part-time faculty and staff (<1.0 FTE) will accrue PSL on a pro-rated basis based upon the employee’s FTE and may be taken as earned; provided however, this accrued leave may not exceed a maximum of two (2) years at the employee’s applicable accrual rate. If a regular part-time employee reaches the maximum two-year accrual cap, then PSL will stop accruing until the employee falls below that amount.

### **All Other Employees**

Substitute, seasonal, temporary, or similar employees are not covered by the PSL policy described above. For these employees, CUSM provides paid sick leave to those who have worked thirty (30) or more days in California within a year of their employment with the University subject to the following requirements:

<b>Employee Classification</b>	<b>Maximum Accrual Per Sick Leave Year</b>	<b>Annual Use Cap</b>	<b>Maximum Carryover Cap</b>
All Other Employees	6 days (48 hours)	3 days (24 hours)	6 days (48 hours)

- Beginning on the first day of employment eligible employees will accrue one (1) hour of PSL for every thirty (30) hours worked, subject to the maximum accrual caps indicated in the table above.
- Beginning on the 90th day of employment, eligible employees may begin to use PSL as it is accrued, up to the annual use caps indicated in the table above. Paid sick leave cannot be used until after it accrues.
- Employees eligible under this section may not use accrued paid sick leave in increments of less than two hours.
- Annually, accrued and unused PSL will carry over to the next year, up to the carryover cap indicated in the table above.
- Unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with CUSM within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

### **All Employees**

For more information about this policy, including how leave under this policy may run concurrently with leave taken under local, state, or federal law such as the California Family Rights Act or the Family and Medical Leave Act, all employees should contact the Human Resources Department.

### **Insurance and Retirement Benefits**

We offer the following insurance and retirement benefits to eligible employees:

- Group Health Insurance
- Group Life Insurance
- Group Disability Insurance

Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits.

## **State Mandated Insurance Benefit Programs**

### **State Disability Insurance**

CUSM 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.

### **Family Temporary Disability Insurance**

CUSM is also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order 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.

Despite its name, FTDI does not provide you with any entitlement to leave beyond what you are entitled pursuant to CUSM policy. You will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits during any twelve (12) month period. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify CUSM if you intend to file for FTDI benefits.

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.

### **Workers’ Compensation Insurance**

CUSM 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 CUSM policy and will result in disciplinary action, up to and including termination of employment.

### **Tuition Reimbursement**

CUSM will reimburse an employee up to a maximum of \$3,000 (undergraduate) and/or \$5,000 (graduate) per year for continuing education through an accredited program that either

offers growth in an area related to his or her current position or that may lead to promotional opportunities. This education may include college credit courses, continuing education unit courses, seminars, and certification tests that are job-related.

Full-time CUSM employees may transfer their annual reimbursement benefit to a qualified dependent (spouse, child, stepchild or legally-assigned dependent) in order to attend CUSM's MBS or MD programs. CUSM may offer additional programs that qualify for this benefit in the future.

An employee who is enrolled in an undergraduate or certification program, must secure a passing grade or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification received.

### **Eligibility**

Full-time, regular employees who have completed six-months of employment are eligible under this policy.

### **Procedures**

To receive reimbursement for educational expenses, employees should follow the procedures listed here:

- Prior to enrolling in an educational course, the employee must provide his or her supervisor with information about the course for which he or she would like to receive reimbursement and discuss the job-relatedness of the continuing education.
- A tuition reimbursement request form should be completed by the employee, and the appropriate signatures obtained. (The form is currently available on the T drive in the Forms folder.)
- A copy of the tuition reimbursement request form must be submitted to HR. The employee will maintain the original until he or she has completed the educational course.
- Once the course is successfully completed, the employee should resubmit to HR the original tuition reimbursement request form with the reimbursement section filled out, including appropriate signatures, as well as receipts and evidence of a passing grade or certification.
- HR will coordinate the reimbursement with the finance department.

Any questions related to this policy should be directed to the Human Resources department.

### **Employee Assistance Program**

CUSM full time and full time equivalent of 0.8 and higher employees, and their eligible dependents have access to the Employee Assistance Program (EAP). The EAP provides free access to professional one on one information, support, and counseling services, including, educational workshops and support groups as well as referrals to outside services and activities. Services offered include assistance, references, and advice on topics such as the following:

- Achieving well-being
- Managing relationships and family
- Dealing with workplace challenges
- Tackling addictions
- Finding child and elder care resources
- Getting legal advice
- Receiving financial guidance
- Improving nutrition
- Focusing on physical health

The EAP is available 24 hours a day and can be accessed by phone, online, or through a mobile application. Services are available to all employees and the members of their household, including dependents living away from home. There is no charge for referrals, or for speaking with a clinician within the network.

There is no cost for an employee to receive any service from the EAP. If further assistance is necessary, the EAP resources will describe community and private services available. The EAP resources will also let employees know whether any costs associated with additional private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

## **Literacy Assistance**

CUSM will reasonably accommodate and assist employees with their literacy needs, provided the requested accommodation does not create an undue hardship for CUSM. Employees who need time off to participate in an adult education program for literacy assistance should inform the Human Resources Department so arrangements can be made to provide unpaid time off or an adjusted work schedule. CUSM will make reasonable efforts to safeguard the employee's privacy with respect to such a request. Employees may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave.

# Leaves of Absence

## Civic Duties

CUSM encourages all employees to accept their civic responsibilities.

### Jury Duty:

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

CUSM will pay full-time and eligible part-time employees their basic rate of pay for jury duty leave for up to ten (10) days per academic year. Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

### Witness Duty:

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.

### Voting:

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. CUSM reserves the right to request a copy of your voter's receipt following any time off to vote.

## Leave for Emergency 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, in order to engage in fire, law enforcement, or emergency rescue training.

If you are a state-sponsored or requested Emergency Rescue Personnel, please alert your supervisor so that your supervisor is aware of the fact that you may have to take time off for emergency duty and/or training. In the event that 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 CUSM with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work.

If you are a healthcare provider, you must notify CUSM at the time you become designated as “emergency rescue personnel” and when you are notified that you will be deployed as a result of your “emergency rescue personnel” designation. You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

## **Civil Air Patrol Leave**

CUSM will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are 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 CUSM. To be eligible, employees must have been employed with CUSM for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify CUSM of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. CUSM 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 of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify CUSM of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may take up to ten (10) days of unpaid leave.

## **Leave for Victims of Felony Crimes**

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 CUSM in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide CUSM with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.

## **Leave for Victims of Domestic Violence, Sexual Assault, or Stalking**

If you are a victim 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, you may receive unpaid leave to attend legal proceedings 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) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this leave, you must provide CUSM with advance notice of your need for leave. If advance notice is not possible, you must provide CUSM with the following certification upon returning back to work: (1) a police report showing that 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 or sick leave time, if available, for an absence described above. In addition, employees who are victims of domestic violence, sexual assault, or stalking 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. CUSM 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.

## **School Disciplinary Action Leave**

Employees who are requested by their child’s school to appear at the school 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 the school where feasible.

## **Unpaid Family School Partnership Leave**

CUSM encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in *loco parentis* with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (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 reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider 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. CUSM 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 request leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Leave for Organ and Bone Marrow Donors**

Employees who have been employed for at least ninety (90) days and who provide written verification to CUSM 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 in order to donate. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Such employees may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation for bone marrow donor leave and up to two (2) weeks of their vacation for organ donor leave. The one-year period is measured from the date the eligible employee's leave begins and will consist of twelve (12) consecutive months.

## **Pregnancy Disability Leave of Absence**

Female employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). "Female employees" includes transgender employees. For the purposes of leave under this policy, "four (4) months" means the number of days the employee would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

Prior to the start of your pregnancy disability leave, CUSM will require a statement from your health care 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, CUSM will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, CUSM 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 a reasonable accommodation as soon as reasonably possible.

## **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 below, or who have exceeded their leave 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 in excess of 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 CUSM approved physician which states that you are unable to work and provides the duration of leave that you require. CUSM reserves the right to have employees on a medical leave of absence examined by a physician of CUSM's choice. CUSM 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, CUSM's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under CUSM'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 CUSM'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 preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying CUSM 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 CUSM 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 of your obligations to CUSM while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with CUSM policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

## **Other Employment**

CUSM prohibits employees from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence including 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.

## **Family and Medical Leave Act**

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.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

- Have worked at least twelve (12) months for CUSM in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement);
- Have worked at least 1,250 hours for CUSM over the twelve (12) months preceding the date your leave would begin; and
- 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 service in the uniformed services are counted in determining FMLA eligibility.

### **Reasons for Taking Leave**

FMLA leave may be taken for the following reasons:

- Birth of an 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.
- 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.

- To care for an immediate family member (employee’s spouse, child, or parent) with a serious health condition (up to twelve (12) weeks).
- 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).
- 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).
- 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).

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, female 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.

### **Definitions**

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. 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.

### **Identifying the 12-Month Period**

CUSM 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 FMLA leave with one exception. For leave to care for a Covered Servicemember, CUSM calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

## **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is generally not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two (2) week increments. 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 CUSM's operations. Intermittent leave is permitted in increments of at least one (1) hour.

## **Use of Paid Leave**

Depending on the purpose of your leave request, CUSM may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. If CUSM does not require you to do so, you may elect to substitute paid leave for FMLA leave, so long as you comply with CUSM's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA leave. This paid disability leave runs concurrently with FMLA leave, and may continue longer than the FMLA leave if permitted by the disability leave plan.

## **Maintenance of Health Benefits**

CUSM will maintain coverage under CUSM's group health plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, CUSM 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.

## **Notice and Medical Certification**

When seeking FMLA leave, you must provide:

- 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 CUSM if the requested leave is for a reason for which FMLA leave was previously taken or certified.

- 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 CUSM's normal call-in procedures, absent unusual circumstances.
- 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 CUSM's request to provide the certification (additional time may be permitted under certain circumstances). If you fail to do so, CUSM 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.
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law. CUSM will require this certification to address whether you can perform the essential functions of your position.

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

### **Employer Responsibilities**

CUSM will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA leave, CUSM will provide a notice that specifies any additional information required as well as your rights and responsibilities. CUSM 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, CUSM will provide a reason for the ineligibility.

### **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.

### **Failure to Return after FMLA Leave**

If you fail to return to work as scheduled after FMLA leave or you 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 CUSM's standard leave of absence and attendance

policies. This may result in termination if you have no other University-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, CUSM'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 CUSM becomes aware of the need for additional leave, CUSM 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**

CUSM prohibits employees from holding other employment, including self-employment, while on leave of absence. 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.

### **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**

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.

### **Definitions**

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.

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.

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 Servicemember's

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.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) 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 Servicemember's office, grade, rank or rating; (2) 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; (3) 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 (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“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.

### **Military Caregiver Leave**

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: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current 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, (3) for a serious injury or illness that may render 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 Servicemembers 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.

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.

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 each and 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.

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.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver 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.

### **Qualifying Exigency Leave**

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 (with the exception of 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.

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 (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

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.

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:

- 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.
- 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.
- 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.
- 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.
- Counseling. To attend counseling (by someone other than a health care 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.
- 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 below for more details.
- 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.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that CUSM and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

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.

## **California Family Rights Act**

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.

In most circumstances, CUSM 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:

- CFRA leave for birth of an employee's registered domestic partner's child, including time for bonding with the child.
- CFRA leave for placement of a child for adoption or foster care with an employee's registered domestic partner.
- CFRA leave to care for an employee's registered domestic partner, registered domestic partner's child, grandparent, grandchild, or sibling who has a serious health condition.
- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
- CFRA leave to care for an employee's grandparent, grandchild, or sibling who has a serious health condition.
- 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).

### **Employee Eligibility**

To be eligible for CFRA leave, you must:

- Have worked at least twelve (12) months for CUSM; and
- Have worked at least 1,250 hours for CUSM over the twelve (12) months preceding the date your leave would begin.

## Reasons for Taking Leave

CFRA leave may be taken for the following reasons:

- 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.
- 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.
- To care for an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, or sibling who has a serious health condition.
- 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).
- 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.

## Definitions

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.

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.

A "sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

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:

- 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.
- 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.

- **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 as a result of duty under a call or order to active duty.
- **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.
- **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**

CUSM measures the twelve (12) month period in which leave is taken on a “rolling” basis, starting from the first 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**

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 CUSM'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, CUSM may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your CFRA leave. If CUSM does not require you to do so, you may elect to substitute paid leave for CFRA leave, so long as you comply with CUSM's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the reason for your leave, an eligible employee may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of their CFRA leave. This paid disability leave runs

concurrently with CFRA leave and may continue longer than the CFRA leave, if permitted by the disability leave plan.

### **Maintenance of Health Benefits**

CUSM will maintain coverage under CUSM'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 make arrangements to pay your share of health plan premiums while on leave. In some instances, CUSM 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 CUSM's 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 CUSM's request (additional time may be permitted under certain circumstances). If you fail to do so, CUSM 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 CUSM'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 CUSM 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**

CUSM will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, CUSM will provide a notice that specifies any additional information required as well as your rights and responsibilities. CUSM 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, CUSM 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 CUSM after your CFRA leave expires, you will be subject to CUSM's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, CUSM'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 CUSM becomes aware of the need for additional leave, CUSM 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**

CUSM prohibits employees from holding other employment, including self-employment, while on a leave of absence. 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.

## **Sabbatical Leave of Absence**

CUSM allows employees to take unpaid sabbatical leave to focus on self-development for a specified period of time, not to exceed one year. Employees eligible for sabbatical leave will be held accountable for the activities or materials they choose to conduct or create during this leave.

Sabbatical leave may be granted to employees once they have completed five continuous years of service and at the approval of the Dean.

Employees must meet comply with the below requirements to request a Sabbatical Leave:

- A definite and well-defined research or study program must be submitted for approval.
- The employee should indicate what the prospects of completion of the project will be.
- Employees on sabbatical leave should not engage in other activities for remuneration that would interfere with their sabbatical research.
- The absence of the employee should not disrupt the academic program of their department.
- It is expected that the employee will return to CUSM after the sabbatical.
- A final report shall be provided to the dean upon the employee's return.

## **Bereavement Leave**

CUSM provides paid time off to CUSM employees for absences related to the death of immediate family members.

Full and part time employees will be allowed paid bereavement leave to arrange and attend the funeral of an immediate family member. Employees will be allowed up to five (5) days of Bereavement Leave. An employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, stepchild, uncle, aunt, niece, nephew, parent-, daughter-, son-, sister- or brother-in-law, grandparent, grandchild, domestic partner, or any other member of the employee's household.

Employees may make requests for additional days of absence without pay or may use vacation days for extended periods of bereavement. Time off must be approved by the supervisor ahead of time based on the needs of the department.

The employee must notify their supervisor if bereavement leave is needed and specify the member of the immediate family having passed and the date of passing.

## What We Expect of You

This section discusses your responsibilities to CUSM as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

Violation of any of the basic rules below, the policies in this handbook, or any other policy of CUSM or misconduct on your part may lead to disciplinary action, up to and including termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including termination. If you have any questions about, what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment.

## Standards of Conduct

CUSM expects employees to follow certain standards of conduct in the workplace. CUSM requires that there be an environment of mutual understanding, respect, courtesy, kindness, and cooperation and that its employees must maintain the highest standards of personal/professional conduct and behavior.

Violations of any rules or policies may require a form of disciplinary action. In some cases, the action may result in either verbal or written warnings, suspension, or termination. In serious cases or in cases where an employee has previously violated the same or other rules or is not performing to an acceptable level, the employee may be subject to immediate termination.

Violation of any of the following rules, because of their seriousness, may result in immediate termination without warning:

- Falsification of any records.
- Carelessness or violations of CUSM's rules and procedures which could jeopardize the safety of the employee and/or others which could result in bodily injury or damage to CUSM property.
- Disorderly conduct including arguing, fighting, horseplay, threatening, or abusing any individual, visitor, or member of the public.
- Immoral or indecent conduct.
- Insubordination including refusal or failure to perform tasks assigned by a dean, director, or supervisor in the appropriate manner.
- Distribution, use, possession, purchase, or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on CUSM property or reporting to work under such conditions.
- Use of alcohol or drugs while on duty.
- Any violation of CUSM's Drug and Alcohol Policy.
- Threats of violence, acts of violence, terrorist threats or acts of terrorism against CUSM, other employees or the general public.
- Sleeping during on-duty work time.

- Stealing from CUSM, fellow employees, or members of the public, regardless of the amount.
- Soliciting tips, gifts or other gratuities or favors from others.
- Possession of weapons or explosives on CUSM premises.
- Job abandonment/Leaving the job without authorization.
- Inappropriate attitude or behavior to other employees, or members of the public.
- Excessive absenteeism or pattern of unexcused absences.
- Soliciting for any purpose during working time (working time does not include meal or break periods during which an employee is released from all duties).
- Unsatisfactory work performance.
- Negligent conduct that causes misuse, waste, or damage to any of CUSM's property or using such property for personal reasons or releasing such property to others without proper authorization.

## **Employee Conduct**

### **Absenteeism and Tardiness**

You are expected to be at work ready to perform your job duties on time each day. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and creates a burden for co-workers. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Generally, employees that are going to be tardy for work or who will be unable to work their regularly scheduled time are required to call a minimum of two (2) hours prior to the start of their workday. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible or practicable. Leaving a message, voice mail, or sending an email or text message does not qualify as *personally* contacting your supervisor.

Employees should follow the following guidelines:

1. Employees are responsible for reporting all absences from work to their department supervisor in accordance with department policy.
2. An absence is any time employees are scheduled for work and are unable to report unless the absence is protected under state or federal law. This does not include approved time off for vacation, holiday, bereavement leave, jury duty, leaves of absence, or CUSM-initiated time off.
3. Tardiness is anytime employees arrive late at their workstation and/or are not dressed appropriately and ready to work at the start of their workday.

4. Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.
5. Employees who must leave work before the end of their scheduled shift must notify a supervisor immediately. Leaving work early without authorization is strictly prohibited.

When an absence is due to illness, CUSM may require supporting medical documentation in accordance with state and federal law.

Although you may be terminated at any time for failing to report to work without contacting CUSM, if you fail to report for work or call in for more than three (3) consecutive calendar days, you may be considered to have voluntarily resigned and abandoned your job and may be terminated.

If the employee is unable to contact CUSM for any absence, the employee should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact CUSM due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or their representative from contacting CUSM within three days), the employee or their representative must contact CUSM as soon as practicable to explain the situation. In extreme circumstances, CUSM will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

## **Drug and Alcohol Policy**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs and marijuana (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances while on CUSM property (including parking areas and grounds), or while otherwise performing their work duties away from CUSM's premises. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs other than marijuana taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances (and marijuana regardless of prescription) in their system while at work and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job.

## **Prescription Drugs**

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

## **Notification of Impairment**

Each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their supervisor or another member of management.

## **Who is Tested**

You may be required to submit to drug or alcohol screening whenever CUSM has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws.

## **Discipline**

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

## **Enforcement Policy**

To enforce this policy and procedures, CUSM may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests when appropriate. Employees may be subject to disciplinary action, up to and including termination of employment.

## **What Happens When an Employee Tests Positive for Prohibited Substances**

All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

## **Attitude and Professionalism**

All employees must display a positive attitude towards their job and arrive to work motivated to perform their job duties. Further, employees are expected to demonstrate courtesy and professionalism toward their co-workers, students, patients, vendors, and/or members of the public in the course of their job duties. Rudeness, profanity or disruptive conduct will not be tolerated.

A bad attitude or a failure to conduct oneself professionally creates a difficult working environment and prevents CUSM from providing quality service.

If you consistently fail to approach your job duties with a positive attitude and in a professional manner, you may be disciplined or terminated.

## **Damage to Property**

Deliberate or careless damage to a co-worker's, vendor's, student's, or patient's property or the property of CUSM will not be tolerated.

## **Fraud, Dishonesty and False Statements**

Employees and applicants are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, time entry, investigative questionnaire, workplace injury report, or any other CUSM document. Employees are likewise prohibited from making any materially dishonest or false statement to another employee, or to a vendor, student, patient, or other third party in the course of performing the employee's job duties.

Any employee found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to the Human Resources Department or another member of management immediately.

## **Gambling**

Gambling is prohibited on CUSM property, or through the use of CUSM's property such as computers and telephone equipment.

## **Gifts and Gratuities**

Employees may not request or accept any gift or gratuity of any kind from a student or patient or supplier without the express written authorization of the President.

## **Illegal Activity**

Employees are not permitted to engage in any kind of illegal activity while on duty or on CUSM's property, or while off the job which reflects detrimentally on CUSM's reputation.

## **Insubordination**

We all have duties to perform and every employee must follow directions from their supervisor or manager. Employees must not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner. Employees who engage in insubordinate conduct may be subject to disciplinary action, up to and including termination.

## **Misuse of Property**

Employees are prohibited from misusing, or using without authorization, equipment, vehicles or other property of CUSM, students, patients, vendors, or other employees of CUSM. Any non-business use of CUSM's office equipment must be approved by management.

## **Off-Duty Use of Facilities**

Employees are prohibited from being on CUSM premises or making use of CUSM facilities while not on duty. Employees are expressly prohibited from using CUSM facilities, CUSM property, or CUSM equipment for personal use.

## **Off-Duty Social and Recreational Activities**

During the year, CUSM may sponsor social or recreational activities for its employees. Your attendance at these events is completely voluntary and not required as a condition of employment and the time spent will not be considered time worked. Neither CUSM nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

## **Outside Employment**

It is important that other employment, as well as outside interests, do not interfere in any way with your job with CUSM. You should be careful that extra hours of work do not affect the performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest (i.e., working for a competitor) you are required to obtain written approval, in advance, from your supervisor.

## **Personal Dress and Appearance**

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat and well-groomed appearance. We feel that these qualities go further than any other factor in making a favorable impression on students, patients, and your co-workers.

Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable. Employees who report to work in unacceptable attire may be required to leave work and return in acceptable attire. Such time away from work will be without pay.

## **Clinical Environments**

Employee guidelines for clothing and grooming must be followed at all encounters with patients, standardized or real.

Scrubs must be clean, in good repair, appropriate in fit, and changed daily. All scrubs shall be professional in appearance. Scrub suits are permitted only in select direct patient care areas.

Footwear with a closed toe and a closed heel should be worn. Shoes are to be clean, comfortable, non-slip/non-marking sole, and in good condition.

\*CUSM's policy is expected to be compatible and aligned with the policies of affiliates and clinical partners. In the instance that policies do not align or have greater specificity, employees are expected to adhere to the dress and attire policies at affiliates/partners.

## **Personal Mail**

All mail which is delivered to CUSM is presumed to be related to our business. Mail or packages sent to you at CUSM may be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

CUSM postage meters and letterhead may not be used for personal correspondence.

## **Personal Telephone Calls and Visits**

We encourage our employees to limit making or receiving personal calls.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are strongly discouraged. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

All non-employees must be issued a pass by the appropriate administrative associate or receptionist. Passes shall be properly designated as "Visitor" or "Contractor." All visitors to the University must sign in and out according to the prescribed register and will be issued a dated visitor's pass which should be returned to the issuing party when signing out. Any unauthorized visitor failing to secure a pass will be asked to leave the premises until one can be obtained. Individuals entering CUSM grounds for the purpose of picking-up or dropping off individuals will not be allowed inside the premises unless they have been provided an appropriate pass.

## **Poor Performance**

You are expected to make every effort to learn your job and to perform at a level satisfactory to CUSM at all times. Consistent failure to do so may result in disciplinary action, up

to and including termination. Should the employee disagree with the termination, a grievance may be filed (Grievance policy Appendix 1).

## **Grievance Procedures (Staff Only)**

CUSM recognizes that there are times when a need arises for staff to express concerns or complaints in a formal manner. The following procedures are designed to ensure that staff receive a fair and unbiased review of workplace concerns. These procedures do not apply to staff concerns or complaints related to unlawful discrimination or harassment. Those concerns or complaints should immediately be reported to the Human Resources Department consistent with the procedures described in the “What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against” section above. Further, these procedures do not apply to faculty member concerns or complaints. Faculty should look to the Faculty Handbook for the appropriate procedures.

**Step 1: Informal discussion with supervisor.** Employee concerns should first be discussed with the employee’s supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

**Step 2: Written Complaint.** If the employee is not satisfied with the results of the informal discussion in Step 1, the employee has the option to submit a written complaint to the Human Resources Department and must do so within ten (10) work days from the date of the informal discussion in Step 1. The written complaint must include:

- A clear, concise, statement of the problem.
- A copy of the CUSM policy or procedure allegedly violated or misapplied.
- A list of detailed information to support the staff member’s complaint, including any items, documentation, witnesses, etc.
- A statement of the remedy or outcome desired.

The Human Resources Department will consult with the employee's supervisor, department head, and any other relevant parties to evaluate the grievance and provide a written response to the employee within ten (10) work days. The outcome of this review will be final unless new evidence or other circumstances warrant additional review of the complaint.

The Human Resources Department will maintain records of the grievance process confidentially and securely.

## **Romantic or Sexual Relationships**

CUSM has adopted this policy because of the potential problems posed by romantic or sexual relationships between individuals of unequal positions. In the University context, such positions include (but are not limited to) faculty and student, supervisor and employee, senior administrative faculty to faculty, faculty to staff, mentor and trainee, adviser and advisee, teaching assistant and student.

CUSM imposes the following restrictions on romantic or sexual relationships:

1. A supervisor or manager must not engage in a romantic or sexual relationship with a subordinate employee under any circumstances.
2. Sexual or romantic relationships between faculty, administrative or supervisory staff and students are prohibited – regardless of current or future academic or supervisory responsibilities for that student.
3. If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management employee, the supervisor or manager must disclose the existence of such relationship immediately to the Human Resources Department. CUSM will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
4. All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or conflicts in the workplace.
5. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the workplace.

Questions and clarifications will be addressed by the Human Resources Department.

## **Sleeping**

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our students and patients. Therefore, we cannot tolerate sleeping or inattention on the job.

## **Smoking**

Smoking is prohibited in all CUSM buildings and vehicles. This policy specifically extends to electronic cigarettes (“e-cigarettes”) or any other personal vaporizing devices. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where hazardous and flammable materials are present.

## **Solicitation - Distribution Policy**

To allow employees to perform their job duties and provide our students and patients with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees may not come on CUSM’s property at any time to solicit for any cause or distribute material or literature of any kind for any purpose. The sole exceptions to this policy are charitable and community activities supported by CUSM and University-sponsored programs related to CUSM’s products and services.

## **Theft**

Theft of money or property from CUSM, your co-workers, students, or patients is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. CUSM reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on CUSM's property to investigate allegations of theft. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

## **Workplace Violence Policy**

CUSM has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, students, patients, or vendors.

We do not allow fighting or threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on CUSM premises, including parking areas.

No employee may commit or threaten to commit any violent act against a co-worker or third party. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Employees who are subjected to or threatened with violence in the workplace, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their supervisor or the Human Resources Department as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

## **Workplace Bullying**

CUSM will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination. CUSM defines bullying as repeated, health-harming mistreatment of one or more employee by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

CUSM considers the following types of behavior examples of bullying:

- Verbal bullying. Slandering, ridiculing, or maligning a person or their family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the victim of jokes; abusive and offensive remarks.

- Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- Gesture bullying. Nonverbal gestures that can convey threatening messages.
- Exclusion. Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to the Human Resources Department before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow CUSM to take appropriate action.

# **Procedures and Guidelines**

## **Background Screening**

To ensure that employees of CUSM continue to be qualified and to ensure that CUSM maintains a safe and productive work environment free of any form of violence, harassment, or misconduct, and to determine eligibility for promotion, re-assignment, or retention, CUSM reserves the right to conduct background screening on all of its employees.

Should you have any questions regarding CUSM's background screening policy, please contact the Human Resources Department.

## **Consumer Credit Reports**

CUSM obtains consumer credit reports only under very limited circumstances, for example, when applicants or employees are being considered for a management position in which they will have access to bank or credit card account information. When CUSM needs to obtain a consumer credit report, it will comply with applicable federal and state laws.

## **Education Verification**

Employees are required to provide valid educational and credential records within 30-days of employment.

## **Reference Checks**

Job candidates, including current CUSM employees, are required to provide references when requested as part of CUSM's selection process. CUSM conducts reference checks for three main reasons: 1) to verify employment 2) to verify what was learned during the interview and 3) to obtain employment recommendations.

The purpose of a reference check is to obtain information about a candidate's behavior and work performance with prior employers that could be critical to a hiring manager's decision. Reference checks are generally reserved for CUSM's top final candidates, and CUSM will always ask for permission from the candidate before any references are contacted.

## **Bulletin and Message Boards**

CUSM may maintain a bulletin board(s), message board(s), or internal webpage as a source of information for employees. Any such resource is to be used solely to post information approved by CUSM regarding CUSM policies, governmental regulations, and other matters of concern to all employees. No information may be placed on resources without the prior approval of the Human Resources Department.

## **University Keys/Entry Cards**

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Human Resources Department upon separation from CUSM. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Identification Badges**

All employees are issued a CUSM identification badge. All employees are responsible for wearing their identification badge above the waist with the picture and name displayed at all times while on CUSM property and during working time.

If the identification badge is lost or stolen, employees must obtain a replacement. Lost or stolen cards should be reported to Security, as soon as possible. If the replacement badge is a result of the employee's gross negligence or by a dishonest or willful act, the employee may be charged for the replacement of the badge.

## **University Vehicles & Safe Driving**

Only authorized employees may operate University vehicles. If a University vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving. All persons in University vehicles are required to use their seatbelts. Not using seatbelts in a University vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in University vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify CUSM immediately of any change in the status of your driving record. Any employee whose duties include the operation of University vehicles 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, patient, or fellow employee. Any employee whose duties include the operation of University vehicles who becomes uninsurable under CUSM's liability policy will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.

If you receive a traffic citation while operating a University vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a University vehicle, you are required to call 911 and report the accident. You must also report the accident to the Human Resources Department immediately.

Mileage Reimbursement: Employees who must use their personal car for University 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.

## **Conflicts of Interest**

All employees are required to read and acknowledge CUSM's Conflict of Interest policy, which can be found in the Safe Colleges training platform. Please contact Human Resources if you have any questions or need assistance.

## **Emergency or Inclement Weather Closure**

From time to time, inclement weather or some other emergency may cause CUSM to close some or all of its operations. In such an event, CUSM may require some employees to work remotely and some employees may request to work remotely. CUSM will notify employees as far in advance as practicable if the University plans to close or remain open during inclement weather or other emergency. Employees working remotely must abide by CUSM's Telecommuting Policy delineated below.

CUSM will comply with all applicable regulations regarding reporting-time pay for non-exempt employees. Non-exempt employees (including non-exempt employees working remotely) will receive reporting time pay as follows:

- Employees required to report to work, but are not put to work or are furnished with less than half of their usual or scheduled day's work, will be paid for half the usual or scheduled day's work, but in no event will such employees be paid for less than two (2) hours or more than four (4) hours, at their regular rate of pay.
- Employees required to report to work a second time in any one workday and are furnished less than two (2) hours of work on the second reporting, will be paid for two (2) hours at their regular rate of pay.

Reporting time pay will not be paid in the following circumstances:

1. If the University's operations cannot begin or continue due to threats to employees or property;
2. If civil authorities recommend that work not begin or continue;
3. If the University's operations cannot begin or continue due to a failure of public utilities such as electricity, water, gas, or sewer; and
4. If the University's operations cannot begin or continue due to a natural disaster (*i.e.*, an earthquake).

Reporting time pay is not counted in an employee's regular rate of pay for purposes of calculating overtime. Employees with questions regarding this policy should contact Human Resources.

## Telecommuting Policy

Employees may request to work remotely under this policy. In each instance, an employee's supervisor (as appropriate) will determine whether or to what extent to approve an employee's request to telecommute based on the business needs of each department. Remote work may not be appropriate for all employees or positions and is not a University-wide benefit. All remote work arrangements approved under this policy must be in writing and signed in advance by the employee and the employee's supervisor. With limited exceptions, CUSM may require employees to return to regular, in-office work at any time.

Employees working remotely must continue to comply with all CUSM rules, policies, practices, and instructions including but not limited to those required by this Handbook's sections on Standards of Conduct, Standards for Employee Conduct, Timekeeping and Payroll Practices, and Technology and Information.

**Equipment and Reimbursement:** If an employee is approved to work from home, the employee will establish an appropriate work environment within their home for work purposes and at their own expense.

**Security and Data Protection:** Consistent with the organization's expectations of information security and confidentiality, for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary University and student information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. Employees must not share Remote Access addresses, logins and passwords with anyone, even if they believe the individual requesting the information has already been approved for Remote Access. Employees are responsible for safeguarding the security of their Remote Access login and password information.

Employees who are provided University-owned equipment or software must only use such equipment for legitimate University-related purposes and will not allow anyone else to use University-owned equipment or software. Employees are responsible for protecting University-owned equipment from theft, damage and unauthorized use. In the event of theft or loss of any device used for University-related purposes, employees must immediately notify their supervisor. Employees must return all University-owned equipment or software when no longer working remotely or if their employment ends for any reason.

**Safety:** Employees are expected to maintain their home workspace in a safe manner, free from distractions and safety hazards. CUSM will provide each telecommuter with a safety checklist that must be completed. In the event of a job-related incident or accident during the employee's agreed-upon working hours, the employee must immediately report the incident to their direct supervisor in accordance with the University's Safety policy. CUSM does not assume liability for accidents that occur outside of the employee's work hours or designated workspace. Additionally, CUSM does not assume responsibility for injury to any non-business-related visitors or other persons at the remote workspace.

CUSM is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home. The employee is liable for any loss or destruction of University property while the property is in the employee's home.

Employees are advised to consult with their personal insurance agent and tax consultant for information regarding home offices. Individual tax implications, auto and homeowners' insurance, and incidental residential utility costs are the responsibility of the employee.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Hiring and Selection**

CUSM seeks to recruit and hire the most qualified applicants to place personnel on the basis of merit, skills, qualifications, and competence. CUSM in its selection and hiring process, does not discriminate as outlined in the Equal Employment Policy and Policy Against Unlawful Harassment, Discrimination, and Retaliation. CUSM complies with all applicable federal, state, and local laws in its recruiting and hiring practices.

### **Job Descriptions**

CUSM believes job descriptions are important tools for documenting the essential requirements and skills needed to successfully perform on the job. Accordingly, reasonable efforts shall be undertaken to develop and maintain job descriptions for all job classifications.

CUSM's intent for maintaining job descriptions is to have a floating guideline for each class of employee and for particular skilled positions. In some cases, we will ask for help from the employees in defining their actual position duties. Job descriptions are not to be considered comprehensive and absolute.

### **Job Vacancies**

CUSM will post information on all job vacancies as they occur and will be posted on the California University of Science and Medicine (CUSM) website on the Careers page.

Current employees may be considered for transfer or promotion in accordance with the job requirements as defined by the job description, specific position competencies, and the need of CUSM to maintain efficient operations.

## **Job Transfers**

CUSM provides opportunities for career mobility by providing qualified employees the opportunity to apply for open positions. Transfers may be interdepartmental or intradepartmental. An interdepartmental transfer is a move from one department to a position in a different department. An intradepartmental transfer is a move from one position to another within the same department. Expressing an interest in a transfer within CUSM will not adversely affect an employee's current employment.

To be eligible for a transfer, employees must:

- Be employed as “regular, part time, or full time”
- Have completed a minimum of six months of successful service in a position before becoming eligible to transfer to another position at CUSM, unless business needs dictate otherwise.
- Have current performance meets job expectations
- Meet all of the job qualifications for the position
- Have not received formal performance or conduct counseling with a corrective action within the last six months of employment

## **Promotions**

CUSM provides promotion opportunities for career mobility by providing qualified employees the opportunity to apply for open positions. Supervisors are encouraged to consider internal candidates from within their own department as well as from other departments throughout CUSM. Those employees who have successfully completed CUSM-sponsored education/professional development programs should also be given preferential consideration. As a professional courtesy, if the employee is applying for a promotion in another department, the employee should inform the current supervisor of the application.

“Promotion” is the movement of an employee to a position with higher level responsibilities either within the same department or to another department.

The following list details the requirements for employee promotions:

- Must be employed as “regular, part time, or full time”
- Must complete a minimum of six months of successful service in a position before becoming eligible to be promoted to another position at CUSM (exceptions to this six-month requirement may be made by the Human Resources Department)
- Current performance meets job expectations
- Meets all of the job qualifications for the position
- Has not received formal performance or conduct counseling with a corrective action within the last six months of employment.

## **Performance Reviews**

CUSM believes that the performance appraisal process provides a means for discussing, planning, and reviewing the performance of each employee. Performance appraisals influence salaries, promotions, and transfers, and it is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

All employees are provided an annual performance review. The Human Resources Department will establish the format and timing of all review processes. The completed evaluations will be retained in the employee's personnel file.

## **Workforce Reduction and Reorganization**

CUSM has a standardized procedure for meeting our responsibilities to employees who become displaced or laid off because of changes in operations, reorganization, shutdowns, cutbacks, or other business reasons.

When a department is considering a layoff or reorganization, which will result in the elimination of positions, the appropriate decision-maker attempting to initiate the action must meet with the Director of Human Resources to discuss the proposal before any action is taken, or plan/justification is written.

Employees affected by a layoff/reorganization, may receive severance pay. Employees whose hours are reduced, employees on a furlough, or employees on paid or unpaid leave have not been "laid off" and are not eligible for severance pay.

- Employees will receive one week of severance pay for each year of cumulative service up to ten (10) weeks.
- Severance pay for an employee working less than 100% is prorated based on the percentage of time worked.
- Severance pay is paid according to the employee's normal pay cycle and cannot be paid out in a lump sum.

Employees affected by a layoff/reorganization, will continue to receive the employer-paid portion of health insurance premiums (medical) provided they elect to continue coverage under COBRA.

- Employees with four or fewer completed years of cumulative service receive four weeks of health insurance continuation subsidy.
- Employees with five or more completed years of cumulative service receive twelve weeks of health insurance continuation subsidy.

## **Rehiring Employees**

Employees who were part of an involuntary reduction in force, as well as those employees who voluntarily resigned, will be eligible for rehire if they had a satisfactory work record while employed by CUSM. All employees who are returning as rehires including those that are eligible for reinstatement will begin employment with a new “Service Date” (Date of Hire) which is the first day of re-employment; will begin a new eligibility period for all benefit programs; and will be subject to enrollment standards in benefit programs, the same as a new hire with no prior service.

## **Reinstatement**

An employee who terminated employment with CUSM and is subsequently rehired may be reinstated provided the employee:

- Had a minimum of one year of continuous service as a regular employee and was recommended for rehire prior to leaving CUSM.
- Returned to work within one year from the date of termination.
- Remains re-employed with CUSM for at least three continuous years.

The employee’s service date will be adjusted to provide the reinstatement credit for which the employee is eligible, provided the individual applies for reinstatement following completion of three continuous years of reemployment.

An employee with a break in service of more than one year may request credit for prior service for previous employment with CUSM provided that:

- The employee had a minimum of one year of continuous previous service as a regular faculty or staff member.
- The break in service is greater than one year.
- The length of the break was less than the length of service prior to termination.
- The employee has completed 10 years of current continuous University service.

A reinstatement will have no effect on health, dental, or life insurance, and CUSM will make no retroactive contributions toward retirement. The benefit eligibility date will be the same as the original service date provided a continuous regular appointment has been maintained, except for the break in service.

## **Volunteers**

“Volunteers” are individuals who perform service for their own benefit (including staff, faculty, retirees, students, alumni, and others not associated with the university) in furtherance of the humanitarian, educational, or service missions of the university and/or to gain professional experience through their service to the university. All volunteers are uncompensated and provide services without any expectation of compensation.

Volunteers shall be supervised by departmental staff or faculty. No volunteer may supervise an employee (including a student employee) or another volunteer. Volunteer services may be terminated without notice at the discretion of the department.

### **Employment Eligibility and Work Authorization**

It is the policy of CUSM to comply with immigration laws. These laws state that all individuals hired or rehired must show proof of eligibility for employment in the United States. Additionally, CUSM is an E-Verify employer which requires it submit an employee's Form I-9 no later than the third business day after the employment starts work for pay and receive online verification of employment eligibility through the E-Verify system.

In order to comply with the I-9 regulations, the Human Resources Department will examine documents that verify Employment Authorization and Identity information. Current Employment Authorization documents are to be collected and maintained.

Individuals who require re-verification due to expired work authorization must present valid documents demonstrating that continued employment is authorized. Failure to provide such documentation by the expiration date of the current Form I-9 must result in termination and removal from payroll.

If an employee is found to have submitted fraudulent documentation of eligibility of employment, then such a submission is grounds for discipline, up to and including termination, at any time the fraudulent submission is uncovered by CUSM.

### **Nepotism**

CUSM seeks the most qualified candidates for faculty, administration, and staff. There are no bars to the appointment of related individuals in the same or different departments; however, no employee shall participate in any personnel matter which may directly affect the employment status of a related individuals. Furthermore, no employee shall participate in any personnel matter which may directly affect the employment status of a related individual.

Related individuals include, but is not limited to:

- relationships by blood, adoption, marriage, or domestic partnership: partner, parent, child, sibling, first cousin, uncle, aunt, nephew, niece, spouse, brother- or sister-in-law; father- or mother-in-law, son- or daughter-in-law; stepparent, or stepchild; and
- romantic and/or sexual relationships or intense personal friendships, or significant business relationships.

No conflict of interest exists if the individual with decision-making responsibility plays no role in decision-making processes involving the other individual, or if the decision making is limited to routine approvals.

The Dean has primary responsibility for approval of employment-status decisions regarding the related individuals and has the responsibility for determining whether a conflict of interest in employment exists.

If a conflict of interest in employment is occasional or irregular, it is recommended that the person with the decision-making responsibility write a letter excusing him/herself from any employment-related decisions pertaining to the other individual.

## **Housekeeping**

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift. Employees may not litter or discard personal items on the premises.

## **Meetings**

From time to time, individual or group meetings may be scheduled either during or outside of your normal working hours. You are required to attend all CUSM meetings involving your department or which you have been asked to attend, unless excused by your supervisor.

## **Parking**

So that we will have sufficient and convenient parking, we require all of our employees to park their vehicles in the area designated for employee parking. CUSM is not responsible for any loss or damage to any automobile or its contents while parked in CUSM premises. If you have any questions as to where you should park your vehicle, please ask your supervisor.

## **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, CUSM limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained 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 authorized individuals.

You may review your own personnel file with the Human Resources Department present 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 also are subject to review by investigative agencies, or during periodic internal audits conducted by CUSM.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, CUSM will either 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.

## **Safety**

The health and safety of each employee takes precedence over all other concerns. CUSM's goal is to prevent accidents, to reduce personal injury and occupational illness and to comply with all safety and health standards of California Code of Regulations (8 CCR, Section 3203).

Employees are encouraged to report any potential health and safety hazard that may exist in the workplace. Employees have the option to remain anonymous when making a report. CUSM requires that every person in the University assumes the responsibility of individual and organizational safety.

Failure to follow CUSM's safety and health procedures or conduct that places the employee, volunteer, student, patient, or property at risk may lead to employee disciplinary action, up to and including termination.

### **Injury and Illness Prevention**

CUSM administers a comprehensive and continuous occupational Injury and Illness Prevention Program (IIPP) for all employees. Employees are encouraged to report any potential health and safety hazard that may exist in the workplace. Employees have the option to remain anonymous when making a report.

University Policy requires that work-related injuries and illnesses be reported to Workers' Compensation within 24 hours of occurrence and state regulation requires all accidents be investigated. CUSM employees should immediately notify their supervisor when occupationally related injuries and illnesses occur, or when employees first become aware of such problems.

Effective safety communications with employees are established using the following methods:

- Standard Operating Procedures Manual
- Safety Data Sheets
- Safety Committee
- Training
- Handouts
- Building Evacuation Plan
- E-mail
- Posters and warning labels
- Safety Suggestion Box
- Job Safety Analysis – Initial Hire
- Job Safety Analysis – Annual Review

Employees are advised of adherence to safe work practices and the proper use of required personal protective equipment. Conformance will be reinforced by discipline for non-compliance in accordance with University policy.

The university has established a Safety Incentive Program, the goal of the safety incentive program is to provide a positive means of rewarding safety program results and promoting an accident-free record.

It is only through full knowledge of every accident or injury that CUSM can become a safer, healthier place to work for everyone. Employees' notification to CUSM of unsafe working conditions or of workplace accidents, injuries, or illnesses is essential to enforcing this policy. Employees may be assured that they will not be penalized in any way for reporting unsafe working conditions or workplace accidents, injuries, or illnesses.

### **Fire Emergency Procedure**

The Fire Emergency Procedure is to be used by employees and students to protect themselves and any visitors from fire or other emergencies requiring evacuation. Evacuation maps highlighting the exit routes, fire extinguishers locations and designated meeting point are posted throughout the building. This plan is to satisfy the requirements of California code of Regulations and to familiarize CUSM employees with the steps to take in the event of fire emergency.

Employees should become familiar with the floor plan for the building and know the locations of:

- Fire extinguishers, and phones
- Exit routes and exit doors

### **General Fire Procedure**

When a fire is discovered, employees should:

- Call 911 if safe to do so. Otherwise, evacuate the building, trigger the alarm, and call 911 from outside the building.
- Notify the site personnel about the fire.

Employees should fight the fire ONLY if:

- The Fire Department has been notified.
- They have received University training on using a fire extinguisher.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.

Upon being notified about the fire emergency, or hearing the audible alarm, occupants must:

- Leave the building using the designated escape routes as highlighted on the evacuation map. If exit route is not safe or blocked, employees should use the secondary exit route.
- On their way out, warn others nearby.
- Move away from fire and smoke. Close doors and windows if time permits.
- If there is smoke in the air, they must stay low. Breathing heated air and smoke can cause unconsciousness within less than a minute. If necessary, they should cover their mouth and nose with a piece of cloth.
- Touch closed doors; must not open them if they are hot.
- Assemble in the designated area as highlighted in the evacuation map. Check in with one of the (ERT) members.
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Emergency Response Team or supervisors must:

- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.
- Assist all physically challenged employees in emergency evacuation.

## **Travel and Business Expenses**

CUSM will reimburse employees for reasonable and necessary expenses incurred during approved work-related travel. Employees are expected to exercise prudent business judgment regarding expenses covered by this policy. All air travel must be booked at coach class or equivalent fare. Upgrades beyond that are at the employee's personal expense (reimbursement shall be based on documentation of contemporaneous coach class fare rate).

University employees who incur travel and/or entertainment expenses are responsible for complying with this policy. Employees submitting expenses that are not in compliance with this policy risk delayed, partial, or forfeited reimbursement. Cases of significant abuse may result in disciplinary action, including employee termination.

In general, CUSM provides reimbursements for the following when on University business or travel:

- Business travel
- Air Travel
- Lodging
- Car rentals

- Other transportation
- Meals
- Incidental expenses
- Entertainment

The following are expenses that CUSM will generally not cover:

- Long distance calls
- Credit card fees
- ATM receipts for cash withdrawals
- Personal flight insurance premiums
- Airline first-class upgrades
- Hotel upgrades
- Car rental upgrades
- Barber/Hairstylist
- Traffic fines
- In-flight movies and refreshment
- Hotel room movies
- Luggage, briefcases check-in fee beyond the 1st bag
- Personal items (toiletries, medications, etc.)
- Official airline guides, magazine or books purchased for individuals
- Bottled water, snacks, drinks, or purchases from in-room mini-bar
- Alcoholic beverages
- Souvenirs, clothing, laundry (if under 5 days), hotel gym fees

Each expense report must be approved by the employee's supervisor and the CFO.

### **Travel Time**

If travel time for work-related purposes occurs during the regular work day, it is considered work time and is paid accordingly. The time employees spend commuting to and from work is not considered work time and is excluded from this policy. Non-exempt employees should record the actual time traveled outside of the regular work time using CUSM's electronic time keeping system.

### **Cameras in the Workplace**

CUSM prohibits employee use of cameras in the workplace, including camera-equipped phones, tablets, and other devices, when necessary to secure patient/client privacy and/or to protect trade secrets and other proprietary University information, hence, employees are prohibited from the following:

Employees may record workplace activities that are not prohibited by law or do not compromise confidential information as described above. In addition, the state of California prohibits the recording of conversations or meetings unless the consent of all parties involved is obtained. As such, secret recordings, or recordings without permission of CUSM are prohibited in all University locations. Furthermore, CUSM has cameras installed outside and inside the building that record and monitor areas for specific safety reasons, such as security, theft protection or protection of proprietary information.

CUSM may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. CUSM will do so only after first ensuring that such action is in compliance with state and federal laws. Employee privacy in nonwork areas will be respected to the extent possible.

# **Technology and Information**

## **Mobile and Electronic Devices**

Excessive use of personal mobile or electronic devices (“mobile devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are encouraged to limit the use of mobile devices for personal purposes during working hours.

Employees may not use a mobile device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, and Retaliation, Equal Employment Opportunity Policy, or any other CUSM policies. CUSM will not be liable for the loss of personal mobile devices brought into the workplace.

### **Recording Devices**

Employees are prohibited from taking photographs or making audio or video recordings of our students or patients at any time. Employees are also prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

### **Safety Issues for Mobile Devices**

Employees are required to refrain from using mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any mobile device to write, send, or read any text-based message while driving, except through the use of hands-free voice command. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via mobile devices.

Employees who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

### **Reimbursement**

Unless expressly authorized by CUSM, using a personal mobile device for work is not a necessary part of the job and is strictly prohibited. If you feel that your job duties require use of a mobile device, please seek authorization from a supervisor prior to using your personal mobile device for work. To the extent possible, employees should conduct CUSM business by using University-provided phones rather than by their personal mobile devices.

CUSM reimburses employees for business expenses reasonably incurred in performing their duties, including employees’ mandatory use of their personal mobile device. If your job requires you to use your personal mobile device, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your mobile device

results in an expense to you that is greater than what CUSM is offering, please contact the Human Resources Department.

Reimbursement for any expense will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation, such as receipts. It is the employee's responsibility to seek reimbursement for business expenses, as CUSM can only reimburse expenses for which it receives a request and sufficient documentation.

## **Information Technology**

The following policy governs the use of all University-owned computers, databases, and personal computers used for CUSM business, email and voice mail systems, and Internet access via CUSM computers and/or data lines, hereinafter referred to in this policy as "University IT." Personal computers used for CUSM business include laptops, tablets, or home computers that are connected with CUSM's network on a regular or intermittent basis.

CUSM invests in information technology to facilitate the business of CUSM. These tools are intended to assist employees with the execution of their job duties and must not be abused. Employees should not use or access University IT in any manner that is contrary to this policy.

### **University Property**

All University IT is CUSM's property. All information that is temporarily or permanently stored, transmitted or received with the aid of University IT remains the sole and exclusive property of CUSM.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on University IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-University computers used for CUSM business that relates in any manner to CUSM's business is subject to monitoring by CUSM, is the exclusive property of CUSM and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on University IT may not be used in any manner that violates this policy.

Upon termination of employment, employees are prohibited from removing any software, documents, or data from University IT and must completely remove all data collected, downloaded, and/or created on non-University computers used for CUSM business that relate in any manner to CUSM's business. Upon request of CUSM, a terminating employee will provide proof that such data has been removed from all personal computers used for CUSM business.

## **Prohibited Use Under Any Circumstances**

It is not possible to identify every type of inappropriate or impermissible use of University IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Employees may not use University IT in any way that violates CUSM's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from communicating threatening or harassing statements to another employee, or to a vendor, or other outside party.
- Employees may not use University IT in any manner that violates CUSM's Standards of Conduct.
- Employees may not use University IT in any manner that violates CUSM's Policy on Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use University IT for any purpose that is competitive with CUSM. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through University IT, email, or the Internet without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games utilizing University IT.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through University IT.

## **Prohibited Use During Working Time**

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through University IT.
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, messaging services, social media, or similar platforms, unless such activity is necessary for business purposes.

## **Unsolicited Email**

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on CUSM's servers and network and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, CUSM complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use University IT to transmit unsolicited commercial email:

- Promoting CUSM's business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To CUSM's students and patients who have elected to "opt-out" of receiving CUSM's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help CUSM eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside CUSM without opening it.

## **Monitoring**

Employees should expect that all information created, transmitted, downloaded, received, or stored in University IT may be accessed by CUSM at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for CUSM computers or personal computers used for CUSM business to Chief Information Officer or Associate Dean of Information Technology of CUSM. Changing passwords or creating new passwords without notifying Chief Information Officer or Associate Dean of Information Technology of CUSM is strictly prohibited.

CUSM's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and mobile devices; review of content passing through CUSM's network, data lines, and other systems; and use of screen monitoring software.

### **System Integrity**

Because outside storage devices may compromise University IT, employees are not permitted to use personal storage devices or copies of software or data in any form on any CUSM computer without first: (1) obtaining specific authorization from Chief Information Officer or Associate Dean of Information Technology of CUSM, and (2) scanning the data for viruses or malware. Any employee who introduces a virus or malware into CUSM's system via use of personal software or data will be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity. Similarly, information is not to be downloaded directly from the Internet onto University IT.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage University IT through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

## **Protection of CUSM's Trade Secrets and Confidential Information**

In the course of your employment with CUSM, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of CUSM relating to the operation of CUSM's business and its students and patients (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. CUSM's Trade Secrets are: (1) not generally known to the public or to CUSM's competitors; (2) were developed or compiled at significant expense by CUSM over an extended period of time; and (3) are the subject of CUSM's reasonable efforts to maintain their secrecy.

“Confidential Information” means information belonging to CUSM, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to employees during their employment with CUSM and/or employees have gained access to while employed by CUSM and/or were developed by employees in the course of their employment with CUSM, that is proprietary and confidential in nature.

As part of the consideration employees provide to CUSM in exchange for your employment and continued employment with CUSM, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by you remains at all times the sole property of CUSM, and that if CUSM’s Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to CUSM and would give a competing business an unfair business advantage against CUSM.

Employees are strictly prohibited, at all times during their employment with CUSM, except with prior written approval of CUSM’s President, from forwarding from their CUSM email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to employee’s personal cloud-based or online storage accounts (such as a personal Dropbox or Google Drive account) any documents containing any Trade Secrets/Confidential Information. Employees are also strictly prohibited, at all times during their employment with CUSM, except with the express or implicit authorization of CUSM, and then only for the sole benefit of CUSM during the term of employment, from removing from the premises of CUSM any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Employees must not leave any of CUSM’s Trade Secrets/Confidential Information unattended in any area, whether on or off CUSM’s premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information.

Employees must not, except as required in the conduct of CUSM’s business or as authorized in writing by CUSM, disclose or use during the term of their employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of CUSM you prepare, use, or come in contact with remains the sole property of CUSM and is not to be copied without written permission of CUSM and is to be returned to CUSM on termination of your employment, regardless of whether requested by CUSM to do so at the time of your termination, or at CUSM’s request at any time.

## **Medical Records Privacy**

CUSM is committed to protecting the privacy of its employees as required by applicable federal and state laws and regulations to maintain the privacy of protected health information (“PHI”). In the event CUSM receives an employee’s PHI (e.g., a medical note from a doctor, records of treatment, etc.), it will protect that information as required by, and explained in, the University’s Protected Health Information Privacy Policy (“PHI Privacy Policy”). All employees

must review and familiarize themselves with their rights and obligations under the PHI Privacy Policy, including when an employee must notify the Designated Privacy Officer regarding any unpermitted access, use, or disclosure of PHI as well as when the University may use or disclose an individual's PHI without obtaining a signed authorization from that individual. Any questions regarding the PHI Privacy policy should be immediately directed to the University's Designated Privacy Officer.

## **Social Media**

This policy governs employee use of social media, including any tools used to share content and profiles, including but not limited to: social networking websites, apps, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

CUSM respects the rights of all employees to use social media. However, because communications by CUSM employees on social media could, in certain situations, negatively impact business operations or create legal liability, it is necessary for CUSM to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of CUSM's policies and procedures, including, but not limited to, CUSM's policies: (1) protecting trade secrets and confidential information related to CUSM's operation; (2) safeguarding CUSM property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of University IT.

Employees are prohibited from the following:

- Disclosing on social media CUSM's or any third party's Trade Secrets/Confidential Information (as defined above).
- Using social media to post or to display comments about co-workers, supervisors, students, patients, vendors, suppliers, or members of management that are obscene, physically threatening or intimidating, or that otherwise constitute a violation of CUSM's workplace policies against discrimination, retaliation, or harassment.
- Using social media to post or display content that is an intentional public attack on CUSM's products and/or services in a manner that a reasonable person would perceive as calculated to harm CUSM's business and is unrelated to any employee concern involving the terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about CUSM or its products, unless authorized and approved by CUSM.

- Using social media while on working time, unless authorized and approved by CUSM.
- To protect patient privacy and confidential health information, employees must not post on social media any photographs or images taken on CUSM grounds or during working hours, including photographs or images of students, employees, or logos, without prior approval by the Marketing department and the written consent of individuals depicted in the images.
- Misrepresenting on social media an employee's title or position with CUSM.
- Using social media to violate other established CUSM policies or procedures.
- Employees should not use personal social media to discuss or post any information or materials related to:
  - Anatomy: Gross Anatomy Laboratory prohibits disclosing or sharing information concerning the anatomical donors/plastinated models and prohibit the use of cameras, cell phones and other mobile devices capable of capturing images/video recording of cadavers, anatomical parts for personal use.
  - Clinical Skills: Clinical Skills Department prohibits posting or sharing photos, information, materials, or communications regarding the content of clinical skills or standardized patient classes, sessions, policies, or cases.
  - Research: The Research Office prohibits postings of photos or descriptions of research activities without the approval form The Research Office, the PI, and the appropriate committee (e.g., IRB, IBC, IACUC).
- Employees must not use social media to post, transmit, or distribute ANY health information.
- Licensed medical professionals should not give medical opinions or advice or provide treatment using social media.
- Employees should not use their CUSM e-mail address in association with personal social media accounts.
- Employees must not use social media to hold themselves out as a representative of or spokesperson for CUSM without prior written approval from the Marketing department.
- Employees must not use social media to advertise or sell CUSM products or services without prior written approval from the Marketing department.

- Employees should not attempt to correct false information on behalf of CUSM without first consulting with the Marketing department and obtaining their approval.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor or the Human Resources Department.

Employees may not use University-owned equipment, including CUSM information technology, University-licensed software, or other electronic equipment, or facilities or CUSM time, to conduct personal blogging or social networking activities.

Employees should know that CUSM has the right to and will monitor the use of its information technology, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by CUSM at any time without prior notice.

**Social media account ownership:** To the extent employees are authorized as part of their job duties to use social media account(s) to advance CUSM's interests, CUSM, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

## **Unauthorized Interviews**

Employees should not speak to the media on CUSM's behalf without contacting the Human Resources Department or President of CUSM. All media inquiries should be directed to them.

## **Changes in Status**

### **Changes in Personnel Records**

To keep your personnel records up to date and to ensure that the appropriate benefits are available to you, you are expected to notify CUSM promptly of any change of name, address, phone number, number of dependents, or other applicable information.

### **Outside Inquiries Concerning Employees**

All inquiries concerning employees from outside sources, including requests for references, should be directed to the Human Resources Department. No employee information should be given by any other employee or manager to an outside source. CUSM's policy as to references for employees who have left CUSM is to disclose only the dates of employment and the title of the last position held. If an employee has authorized disclosure in writing, CUSM will also provide information on the amount of salary or wage last earned.

### **Notice of Resignation**

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. You are responsible for returning CUSM property in your possession or for which you are responsible.

### **Exit Interview**

Any employee leaving CUSM may be requested to attend an exit interview conducted by the employee's supervisor or Human Resources. The purpose of the interview is to determine the reasons for separation and to resolve any questions of compensation, CUSM property, or other matters related to the separation.

### **To Sum It All Up**

This handbook highlights your opportunities and responsibilities at CUSM. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to CUSM, and we look forward to working with you.

# Appendix I

## TITLE IX SEXUAL HARASSMENT & SEXUAL MISCONDUCT POLICY AND PROCEDURES

### SECTION 1: POLICY STATEMENT & PURPOSE

California University of Science and Medicine (“CUSM” or “University”) is committed to providing an environment that respects the dignity and worth of every member of its community, and strictly prohibits all forms of sexual harassment and sex discrimination. To this end, CUSM will not tolerate sexual misconduct because such conduct violates the community values and principles of our University and disrupts the learning and working environment for students, faculty, staff, and community members. CUSM will respond to complaints, reports, or information about incidents of sexual harassment from students and employees to stop the inappropriate behavior, eliminate any hostile environment(s), and take steps to prevent the recurrence of the prohibited conduct.

CUSM complies with applicable state and federal statutes, including Title IX of the federal Higher Education Amendment of 1972. Title IX prohibits discrimination on the basis of sex in any education program or activity that is federally funded within the United States. Sexual Assault, Domestic Violence, Dating Violence, Stalking, and Sexual Harassment are forms of sex discrimination prohibited by Title IX.

The purpose of this policy is to further the University’s goal to eliminate sexual discrimination in its many forms and to provide resources to students and employees impacted by such incidents. This policy will define consent, provide definitions for sexual harassment which encompasses: quid pro quo, a hostile environment, sexual assault, domestic violence, dating violence, and stalking; describe the procedures and options for reporting violations of this policy; and identify resources available to members of CUSM’s community who are involved in an incident of sexual misconduct.

### SECTION 2: JURISDICTION & APPLICABILITY

All CUSM community members are prohibited from engaging in, or assisting or abetting another’s engagement in, sexual harassment and sexual misconduct (see “Prohibited Conduct”, Section 5). This includes, without limitation, all students, faculty, and staff.

CUSM will take action to resolve a Title IX formal complaint of sexual harassment when:

At the time of filing a Title IX formal complaint, a **“complainant”** (the individual who is alleged to be the victim of conduct that could constitute sexual harassment) is participating in or attempting to participate in CUSM’s education program or activity,

The sexual harassment takes place within a University education program or activity against a person within the United States, and

The education program or activity (where the alleged incident took place) includes locations, events, or circumstances over which CUSM exercised substantial controlover both the “**respondent**” (the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment) and the context inwhich the sexual harassment occurred.

This includes any and all buildings owned or controlled by a studentorganization that is officially recognized by CUSM.

In situations where the alleged sexual harassment occurred outside of the context of an education program or activity or where the respondent is not a member of the campus community (including when the respondent has graduated or left CUSM), the school typically will not take action to resolve the complaint (for example: conduct an investigation), but may address the situation and provide appropriate resources to impacted individuals and, where appropriate, the broader community.

### **SECTION 3: RESPONSIBLE EMPLOYEES**

A responsible employee must report incidents of sexual harassment and sexual misconduct to the Title IX Coordinator regarding students and/or employees. This includes informationabout incidents a responsible employee knows or reasonably should have known about.

For the purposes of this policy, a responsible employee is defined as a University employee who has the authority to redress sexual misconduct, who has the duty to report incidents ofsexual misconduct (in regards to employees and/or students), or who an employee or student could reasonably believe has this authority or duty. The following employees are considered responsible employees: all full-time, part-time, visiting, and volunteer faculty, and administrators.

A responsible employee must report the incident, including all relevant details. This includes the name of the respondent(s) (if known), the name of the employee, student, or program participant who is suspected of, or has been observed experiencing sexual harassment, other individuals involved, as well as relevant facts, including the date, time, and location of the alleged sexual misconduct to the Title IX Coordinator. To the extent practicable, information reported to a responsible employee will be shared only with the University officials responsible for responding to the report. Only if deemed necessary, other staff and/or administrators may be involved in the process, e.g., dean of students, andhuman resources.

### **SECTION 4: TITLE IX COORDINATOR**

The Title IX Coordinator assists our community with matters related to Sexual Harassment and Sexual Misconduct to ensure a positive learning and working environment are in place. The Title IX Coordinator’s responsibilities include:

Overseeing Title IX compliance

Providing information, resources, and supportive measures for individualsreporting alleged sexual misconduct (i.e., Complainant)

Providing information, resources, and supportive measures for individuals accused of sexual misconduct (i.e., Respondent)

The education program or activity (where the alleged incident took place) includes locations, events, or circumstances over which CUSM exercised substantial control over both the “**respondent**” (the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment) and the context in which the sexual harassment occurred.

This includes any and all buildings owned or controlled by a student organization that is officially recognized by CUSM.

In situations where the alleged sexual harassment occurred outside of the context of an education program or activity or where the respondent is not a member of the campus community (including when the respondent has graduated or left CUSM), the school typically will not take action to resolve the complaint (for example: conduct an investigation), but may address the situation and provide appropriate resources to impacted individuals and, where appropriate, the broader community.

The Title IX Coordinator assists our community with matters related to Sexual Harassment and Sexual Misconduct to ensure a positive learning and working environment are in place. The Title IX Coordinator’s responsibilities include:

- Overseeing Title IX compliance
- Providing information, resources, and supportive measures for individuals reporting alleged sexual misconduct (i.e., Complainant)
- Providing information, resources, and supportive measures for individuals accused of sexual misconduct (i.e., Respondent)
- Ensuring prompt and equitable resolution for Formal Complaints that are filed within the campus
- Tracking and monitoring incidents of sexual harassment and sexual misconduct, and
- Coordinating outreach, education, and prevention efforts.

### **Title IX Coordinator Contact Information**

For inquiries on Title IX compliance, to file a Formal Complaint of Sexual Harassment, or to report a Sexual Harassment concern or suspected violation, please contact the Title IX Coordinator.

Sandra E. Hodgin, Ph.D.  
Address: 1501 Violet Street, Colton CA 92324  
E-mail: [titleixcoordinator@cusm.org](mailto:titleixcoordinator@cusm.org)  
Phone Number: (909) 424-0345  
Campus Extension: 01345

***Please note:*** Title IX reports (regarding students and/or employees) can be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information listed above, at any time (including non-business hours). If you are making a Title IX formal complaint by e-mail or mail, please be sure to include your physical or digital signature.

## SECTION 5: DEFINITIONS (CONSENT AND PROHIBITED CONDUCT)

The obligations of this Policy require a clear understanding of the concept of Consent as is defined under Section 67386 of the California Education Code. Consent is an affirmative, voluntary, and conscious agreement to engage in sexual activity. In order to give effective consent, one must be of legal age (18 years in the State of California) and have the capacity to give consent.

### **Affirmative Consent:**

It is the responsibility of each person to ensure they have the affirmative consent of the other to engage in sexual activity. **Communication regarding consent consists of mutually understandable words or actions that indicate an unambiguous willingness to do the same thing, at the same time, in the same way. In the absence of clear communication or outward demonstration, there is no consent.** Lack of protest, lack of resistance, or silence do not alone constitute consent.

Affirmative consent must be ongoing and **can be revoked at any time** during sexual activity. Thus, even if a person agreed to sexual interaction or continued sexual interaction, that person has the right to change her/his mind, irrespective of how much sexual interaction may have already taken place. Consent to any one form of sexual activity does not imply consent to any other form(s) of sexual activity. The existence of a dating relationship or past sexual relations between the persons involved should never by itself be assumed to be an indicator of consent (nor will subsequent sexual relations or dating relationship alone suffice as evidence of consent).

### **Force and Coercion:**

Consent obtained through force is not consent. Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force includes the use of threats, intimidation (implied threats) and/or coercion to produce consent. Coercion is unreasonable pressure for sexual activity (“Have sex with me or I’ll hit you. Okay, don’t hit me; I’ll do what you want.”). Coercive behavior differs from seductive behavior based on the type of pressure used to get consent. When someone makes it clear that they do not want sex, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

***NOTE:*** *Resistance is a clear demonstration of non-consent; however, there is no requirement that a party resist a sexual advance or request. Furthermore, absence of physical trauma does not invalidate accusations.*

### **Capacity/Incapacitation:**

Incapacitation is a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing

consent (e.g., to understand the “who, what, when, where, why or how” of their sexual interaction). Sexual activity with someone who one should have known to be --or based on the circumstances should reasonably have known to be -- mentally or physically incapacitated (i.e. by

alcohol or other drug use, unconsciousness, asleep, or blacked out), constitutes a violation of this policy.

**Incapacitation due to alcohol or other drugs:**

Because alcohol or other drug use can place an individual's capacity to consent in question, sober sex is less likely to raise such questions. Being under the influence of alcohol or other drugs does not in and of itself indicate incapacitation. When alcohol or other drugs, including date rape drugs (such as Rohypnol, Ketamine, GHB, etc.), are involved, a person will be considered unable to give valid consent if they cannot fully understand the details of a sexual interaction (the who, what, when, where, why, or how) because they lack the capacity to reasonably understand the situation. Administering a date rape drug to another individual is a violation of this policy. More information on these drugs can be found at <http://www.911rape.org/>.

**Incapacitation due to other reasons:**

This policy also covers a person whose incapacity results from mental or physical disabilities, sleep, unconsciousness, or involuntary physical restraint.

**Invalid Excuses:**

In any proceedings under these policies and procedures, a Respondent may not assert as an excuse to an alleged lack of consent that the Respondent believed that the Complainant consented under any of the following circumstances:

The Respondent's belief in affirmative consent arose from the intoxication or recklessness of the Respondent.

The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the Complainant affirmatively consented.

If the Respondent knew or should reasonably have known that the Complainant was unable to consent to the sexual activity under any of the following circumstances:

The Complainant was asleep or unconscious;

The Complainant was incapacitated due to the influence of drugs, alcohol, or medication, so that the Complainant could not understand the fact, nature, or extent of the sexual activity; or

The Complainant was unable to communicate due to a mental or physical condition.

Prohibited Conduct are legally inappropriate sexual behaviors that will not be tolerated on campus. The umbrella term for all such misconduct is Sexual Harassment. Specific conduct within Sexual Harassment are defined within this section for clarity and understanding (i.e., quid pro quo, hostile environment, sexual assault, domestic violence, dating violence, and stalking).

**Sexual Harassment** is the umbrella term for all prohibited conduct and is generally defined as unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal, nonverbal, or physical conduct made on the basis of sex. Specifically, Sexual Harassment is defined by one or more of the following ways:

**Quid Pro Quo:** An employee that conditions a person's submission to unwelcome sexual conduct in exchange for education benefit; or

**Hostile Environment:** Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or

**Clery Act & VAWA prohibited conduct:** Sexual assault, domestic violence, dating violence, or stalking.

Sexual Assault is a forcible or nonforcible sex offense. Non-consensual sexual penetration is one form of Sexual Assault that takes place without the consent of the Complainant, this form of Sexual Assault, sometimes called "rape," is any penetration, no matter how slight, of the vagina, anus, or mouth by any body part or object that is without consent and/or by force. Non-consensual sexual contact is another form of Sexual Assault that takes place when, without the consent of the Complainant, there is touching of an intimate body part (genitals, anus, groin, breast, or buttocks) or there is touching of another individual with any of these body parts. This type of Sexual Assault also includes making another touch you or themselves with, or on, any intimate body parts, clothed or unclothed.

Specific Acts of Sexual Assault also known as "Sex Offenses" that are prohibited by this policy include:

**Rape:** Sexual intercourse of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of the individual's age or because of the individual's temporary or permanent mental or physical incapacity.

**Sodomy:** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of a temporary or permanent mental or physical incapacity.

**Sexual Assault With An Object:** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of a temporary or permanent mental or physical incapacity.

**Fondling:** The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of a temporary or permanent mental or physical incapacity.

Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.

*NOTE: As defined by the federal Violence Against Women Act (VAWA), sexual assault means an offense classified as a forcible or non-forcible sex offense under the Uniform Crime Reporting (UCR) system and the National Incident-Based Reporting System (NIBRS) of the Federal Bureau of Investigation. Generally, a sexual assault has been committed when an individual engages in sexual activity without the explicit consent of the other individual involved, including when the individual lacks capacity to consent. In this policy, sexual activity is any touching of a sexual or other intimate part of a person either for asserting power or gratifying sexual desire of either party. This includes the touching of the Responding Party by the Complainant and the coerced touching of the Complainant by the Responding Party, clothed or unclothed.*

Domestic Violence is defined as any act of violence or threatened act of violence against a person who is or has been involved in a domestic relationship with the accused. Domestic Violence includes felony or misdemeanor crimes of violence committed by someone who is a:

- Current or former spouse or partner of the victim
- Person with whom the victim shares a child in common
- Person who is cohabitating with or has cohabitated with the victim as a spouse or partner
- Person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the impacted party, and where the existence of such a relationship is determined based on a consideration of the following factors:

- Length of the relationship
- Type of relationship
- Frequency of interaction between the people involved in the relationship.

Stalking is defined as engaging in conduct directed at a specific person that would cause a reasonable person to:

- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

For the purposes of the Stalking definition:

- Course of conduct means two or more acts, including, but not limited to, acts in which the 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 reasonable person under similar circumstances and with similar identities to the victim.
- Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.)

**Examples of Sexual Harassment** as defined by Quid Pro Quo, Hostile Environment, and the Clery Act and VAWA prohibited conduct, include:

- Quid Pro Quo:
- Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, grades, academic evaluation, or letters of recommendations.
- Subtle pressure for sexual activity, an element of which may be repeated requests for private meetings without an academic and employment purpose.
- Direct propositions of a sexual nature.
- Hostile Environment:
- A pattern of conduct that would discomfort or humiliate, or both, a reasonable person at whom the conduct was directed that includes one or more of the following: (1) unnecessary touching, patting, hugging, or brushing against a person's body; (2) remarks of a sexual nature about a person's clothing or body, whether or not intended to be complimentary; (3) remarks about sexual activity or speculations about previous sexual experience; (4) other comments of a sexual nature, including sexually explicit statements, questions, jokes or anecdotes; or (5) letters, notes or electronic mail containing sexual comments, words or images.

#### **Clery Act and VAWA prohibited conduct:**

- Sexual assault, or other unwelcome non-consensual touching.
- Physical assault, or property damage.
- Emotional violence, or physical threat.
- Direct verbal threat of violence to one's self, one's romantic partner, or to others.
- Pursuing, following, waiting, or showing up uninvited at or near a residence, workplace, classroom, or other places frequented by the victim.
- Stalking through non-consensual communication, including face-to-face communication, telephone calls, voice messages, e-mails, texts, letters, notes, gifts, or any other communications that are undesired and place another person in fear.
- Stalking through surveillance or other types of observation, including staring or "peeping".

*NOTE: Sexual Harassment may occur between individuals regardless of their genders or gender identities.*

## **SECTION 6: FRATERNIZATION (CONSENSUAL RELATIONSHIPS)**

CUSM's fraternization policy 'Consensual Sexual or Romantic Relationships in the Workplace and Educational Setting', emphasizes that all sexual or romantic relationships between individuals in inherently unequal positions assume special risks and therefore, are

prohibited. In the university context, such sexual or romantic relationships include, but are not limited to:

- faculty and student
- supervisor and employee
- senior administrative faculty to faculty
- faculty to staff
- mentor and trainee
- adviser and advisee
- teaching assistant and student

When the policy on consensual relationships is violated, a violation of this Title IX policy may also result. Under both policies, a romantic or sexual relationship in which one individual is in a position to exercise authority over the other creates a potential for sexual harassment, exploitation, and/or perceptions of undue advantage or disadvantage.

Additionally, when both parties have consented at the outset to a romantic or sexual relationship, this consent does not remove grounds for a charge of sexual harassment, conflict of interest, or other violations applicable to both policies.

## **SECTION 7: REPORTING OPTIONS**

### **Internal Reports**

Students and/or employees of the CUSM community who believe that they have been or may be subjected to Sexual Harassment (i.e., quid pro quo, hostile environment, sexual assault, domestic violence, dating violence, stalking) or who have witnessed or are aware of any incident of the same during an education program or activity, are encouraged to report such concerns to obtain supportivemeasures and/or to file a Formal Complaint.

Reports may be made to the Title IX Coordinator listed below, regardless of whether the reporting party is a student, faculty member, staff member, or third party. Under no circumstances is an individual required to report sexual misconduct or other prohibited conduct to a supervisor or academic instructor who is the alleged perpetrator.

Reports to the Title IX Coordinator can be made via email, phone, mailing address, or in person to the following contact information:

Sandra E. Hodgin, Ph.D.  
Address: 1501 Violet Street, Colton CA 92324  
E-mail: [titleixcoordinator@cusm.org](mailto:titleixcoordinator@cusm.org)  
Phone Number: (909) 424-0345 **Campus Extension: 01345**

### **Anonymous Reports**

CUSM students may make anonymous reports of Sexual Harassment through the Canvas online “Anonymous Reporting and Suggestion Form”. However, depending on the extent of

information available about the parties involved and the incident, the University's ability to respond to such reports may be limited.

### **External Reports**

CUSM strongly encourages all individuals (i.e., students and/or employees) who are the subject of sexual harassment, sexual assault, domestic violence, dating violence, and/or stalking to pursue all remedies available to them, including reporting incidents of potential criminal conduct to law enforcement. Below is the contact information for the Colton Police Department.

**Colton Police Department**  
650 N. La Cadena Drive Colton, CA 92324  
Lobby Hours: 8:00 am - 4:00 pm, Monday-Thursday  
(Closed Fridays and Holidays)(909) 370-5000 (non-emergencies)  
Emergencies: 9-1-1

## **SECTION 8: CONFIDENTIALITY**

### **Limited Confidentiality within the University**

CUSM respects the privacy of those reporting Sexual Harassment also defined as Prohibited Conduct (see section 5: Definitions) and will endeavor to respect requests for confidentiality to the greatest extent practicable.

**Prior to the filing of a Formal Complaint**, a Complainant's request for confidentiality will be maintained, meaning their identity will not be released to the Respondent, and the Title IX Coordinator will provide the Complainant resource options, and supportive measures.

*Please Note: The Title IX Coordinator will have confidentiality limitations, after a Formal Complaint is filed. Also, confidentiality may be limited prior to a Formal Complaint if a particular supportive measure, such as a no-contact order where a Respondent would need to know the identity of the person with whom the Respondent's communication is restricted.*

**After a Formal Complaint is filed**, identification of both parties will be included within the written notice of allegations report. This report will include the alleged conduct, the date and time of the alleged conduct, and the identity of the Complainant. Parties will have the right to discuss the allegations under investigation, however parties will be warned to not discuss the allegations in a manner that constitutes Retaliation (see Section 11) that is a violation of this Policy and would be considered a serious, separate offense.

### **Confidential Resources within the Community**

Students and/or employees who wish to seek advice or assistance or to discuss options for dealing with issues involving Sexual Harassment and any and all forms of sexual misconduct on a strictly confidential basis may do so by speaking with licensed counselors, clergy, medical providers in the context of providing medical treatment, rape crisis center counselors, and sexual

violence advocates. Students, staff, and faculty who wish to speak to someone on a strictly confidential basis may contact the following confidential resources to discuss options available to you:

**San Bernardino Sexual Assault Services**

(Local Rape Crisis Center)

Free confidential advice and counseling  
available 24 hours, 7 days a week 909-885-8884

Website: <https://www.sbsas.org/>

**Project Sister Advocates & Counselors (Local Rape Crisis Center)**

Free confidential advice and counseling available  
24 hours, 7 days a week 909-626-HELP (909-626-4357)

Website: <http://projectsister.org/>

**RAINN Advocates & Counselors (National Sexual Assault Crisis Center)**

Free confidential advice and counseling available  
24 hours, 7 days a week 800-656-HOPE (800-656-4673)

For Online Hotline Assistance: <https://ohl.rainn.org/online/> Website: <https://rainn.org/>

## **SECTION 9: GRIEVANCE PROCEDURES**

Notice of a report may be made in person, by mail, by telephone, or by e-mail to the Title IX Coordinator listed in Section 4.

While there is no time limit for reporting, reports of Prohibited Conduct (see Definitions, Section 5), that took place while the Complainant participated within or attempted to participate within an education program or activity (see Jurisdiction and Applicability, Section 2), should be brought forward as soon as possible; all incidents should be reported even if significant time has elapsed but prompt reporting will better enable CUSM to respond, and provide an appropriate and equitable remedy.

Within this Policy, CUSM and the Title IX Coordinator will not treat CUSM applicants, students, or employees differently on the basis of sex or identity and therefore will not favor Complainants over Respondents or Respondents over Complainants. The Title IX Coordinator does not promote CUSM's interests other than its interest in gender equity as evidenced in this Policy and provided by law. The Title IX Coordinator's primary job is to ensure CUSM complies with Title IX regulations which includes (i) responding to reports and complaints of sexual harassment, (ii) informing Complainants of the availability of supportive measures and of the process for filing a Formal Complaint, (iii) offering appropriate supportive measures for Complainants designed to restore or preserve equal access to CUSM's education program or activity, (iv) working with Respondents to provide supportive measures as appropriate, (v) coordinating the effective implementation of both supportive measures (to one or both parties) and remedies (complainant), and (vi) ensuring equitable and prompt resolution.

Although a report may come in through many sources, CUSM is committed to ensuring that all reports of sexual misconduct are referred to the Title IX Coordinator, by students and employees, which ensures consistent application of this Policy and Procedures.

*Please Note: CUSM and the Title IX Coordinator's actions are not dependent on the initiation or outcome of criminal charges. Disciplinary proceedings may be carried out prior to, simultaneously with, or following civil or criminal proceedings.*

### **Initial Report and Supportive Measures**

As soon as practicable after receiving a report, the Title IX Coordinator will promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to the supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint.

**Supportive Measures** are confidential, individualized services (without fee for the Complainant or the Respondent) following an initial report. Supportive measures can be provided with or without the filing of a formal report. These measures are designed to protect the safety of all parties, CUSM's educational environment, and deter sexual harassment.

### **Range of Supportive Measures**

#### For Students and/or Employees:

- Counseling services
- Course-related adjustments (exams, assignments, etc.)
- Work or class schedule modifications
- Academic support services
- Campus escort services
- Mutual No-Contact Order between parties (see Confidentiality, Section 8, regarding confidentiality limitations with this option)
- Voluntary leaves of absence
- Increased security and monitoring in certain areas at CUSM
- And other similar remedies to support the goals of this Policy.

#### Formal Complaint (Preliminary Steps)

Following the Initial Report, if a Complainant decides to file a formal Title IX complaint the signature of the Complainant and the Title IX Coordinator will both be placed on the information provided within the Formal Complaint. Various preliminary steps (listed below) will take place once the Formal Complaint is signed.

#### Notice of Allegation

A written notice of the Formal Complaint will be emailed to all parties and will include the identification of the parties involved, the alleged conduct, the date and time of the alleged conduct, CUSM's grievance process, information on the Title IX informal process, details on having an

advisor throughout the Title IX process, and information on the prohibition of false reports and retaliation.

### Safety and Risk Analysis

A Safety and Risk Analysis will immediately be done by the Title IX Coordinator to see if there is an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment. If there is an immediate threat, a Respondent can be removed from CUSM on an emergency basis, as follows:

#### Emergency Removal:

- A student Respondent will be provided a notice and will then have an opportunity to challenge the decision immediately following the removal.

#### Administrative Leave:

- An employee Respondent will be placed on leave throughout the duration of the grievance process.

*Note: Any emergency removal or administrative leave imposed pursuant to this section shall have no bearing on the presumption of non-responsibility established throughout the Grievance Procedures described within this Policy.*

### Complainant's Right to Dismiss the Formal Complaint

Following the filing of the Formal Complaint, the Complainant will be told of their right and ability to stop the Title IX case within the grievance process.

Dismissal of a Formal Complaint by the Complainant can take place if:

- the Complainant chooses to withdraw their complaint,
- the Complainant notifies the Title IX Coordinator in writing, and
- the request is submitted during the investigation or the hearing. Formal Complaint Assessment

This Assessment will be performed to ensure the Formal Complaint can proceed legally and in accordance with Federal Title IX regulation.

Dismissal of a Formal Complaint by CUSM will take place if:

- the alleged conduct did not occur within a CUSM education program or activity,
- the alleged conduct did not occur within the United States,
- the Respondent is no longer enrolled or employed by CUSM, or
- there are specific circumstances preventing CUSM from gathering sufficient evidence to reach a determination.

### Informal and Formal Resolution Procedures

Following the filing of a Formal Complaint, the Complainant will have the option to proceed with either Informal or Formal Resolution Procedures.

### **Advisor Throughout Informal and Formal Resolution Procedures**

Regardless of the selection to proceed with Informal or Formal Procedures, the Complainant and Respondent may each have a support person of their choosing present with them at all meetings and any hearing associated with the Resolution Procedures.

The support person is an advisor of choice and can include a current member of the CUSM community or be an external individual to the University such as an attorney, advocate, or family member. The support person cannot be involved in the underlying case and cannot be part of the investigation, such as be a witness.

*Note: Under Title IX 2020 regulations, CUSM reserves the right to establish restrictions regarding the extent to which an advisor may participate in the proceedings, as long as the restrictions are applied equally to both parties.*

### **Standard of Evidence**

To ensure a fair process, it is important all parties understand that throughout the grievance process, either Informal or Formal, CUSM will uphold the **preponderance of the evidence standard** (there is a greater than 50% chance the claim is true) for all Formal Complaints of Sexual Harassment, including those against employees. Reasonable time frames that will be applied to Formal Complaints include: 40 days for Informal Resolutions, and 90 days for Formal Resolutions.

### **INFORMAL Resolution Procedures**

After a Formal Complaint is filed, an Informal Resolution process may be initiated. Informal Resolution Procedures do not involve a full investigation and adjudication, rather Informal Resolution Procedures facilitate a restorative justice approach, which can include mediation.

For an Informal Resolution to take place, all parties must provide voluntary, written consent to move forward with this option.

### **Scenarios where an Informal Resolution may take place:**

- Facts alleged in a Formal Complaint are not contested;
- The Respondent has admitted or wishes to admit responsibility; or
- Both parties want to resolve the case without a completed investigation or adjudication.

At any time prior to agreeing to an Informal Resolution, any party has the right to withdraw from the process and resume the grievance process through the Formal Resolution Procedures. Also, if the Formal Resolution process was initially selected, at any time **prior to** reaching a determination regarding responsibility within that process, an Informal process can be initiated in its place.

*Note: Formal Complaints alleging sexual harassment by an employee(s) will not be provided an Informal Resolution option.*

### **FORMAL Resolution Procedures**

After a Formal Complaint is filed, a Formal Resolution process may be initiated. Formal Resolution Procedures involve a full investigation, live hearing, and adjudication. The Title IX Coordinator shall select the Investigator, Hearing Officer, and Appeals Officer, for each investigation from a pool of University employees or third parties specifically trained to serve in those roles.

### **Conflict of Interest**

Neither the Title IX Coordinator nor any Investigator, Hearing Officer, or Appeals Officer will make findings or determinations in a case in which they have a material conflict of interest or material bias. Any party who believes one or more of these University officials has a potential material conflict of interest or material bias must raise the concern to the Title IX Coordinator within two (2) calendar days of discovering the perceived conflict so that the University may evaluate the concern

### **Presumption of Non-Responsibility**

There is a presumption that the Respondent is not responsible for the alleged Sexual Harassment until a determination regarding responsibility is made at the conclusion of the Grievance Procedures.

### **Time Frames**

All grievance procedures, Informal or Formal, will be concluded within a reasonably prompt time frame, unless there is notice of a short-term delay or extension for good cause that will be temporary and limited in duration.

Reasonable time frames that will be applied to Formal Complaints include: 40 days for Informal Resolutions, and 90 days for Formal Resolutions.

### **INFORMAL Resolution Procedures**

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### **Investigation**

All CUSM investigations will be thorough, reliable and impartial. All investigations will entail interviews with all relevant parties and witnesses, to systematically obtain available evidence. The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on CUSM and not on the parties.

The Title IX Coordinator will email the Investigation Process and Rights for both the Complainant and Respondent (Appendix A) to ensure they both understand the process and their rights.

### **Pre-Hearing Conference**

Ten (10) days prior to the Live Hearing, a conference with the Hearing Officer will be held (i.e., in-person or virtually) with each respective party and their advisor at separate times. The purpose of the Pre-Hearing Conference is to educate parties on the Live Hearing, answer questions, and discuss specific details such as the expected scope of the Live Hearing, decorum, logistics, and to request a witness list for the campus to invite witnesses to be present for the Live Hearing.

*Note: If witness statements from the investigation are deemed not relevant to the allegation(s) a witness may not be called to make a statement during the Live Hearing and this will be noted in a preliminary witness list created by the Hearing Officer.*

## **Live Hearing**

Following the completion of the investigation and a Pre-Hearing Conference, a Live Hearing will be performed either in-person or virtually, by a Hearing Officer. The Hearing Officer is deemed the decision-maker to reach a fair, and accurate determination within the Title IX Grievance Procedure. The Hearing Officer will be a separate person from the Investigator and is under an obligation to objectively evaluate all **relevant evidence**, both inculpatory and exculpatory. Therefore, the Hearing Officer will independently reach a determination regarding responsibility and credibility by reviewing the Final Investigation Report and observing and overseeing the parties' equal right to present and cross-exam parties and witnesses (this includes the investigator, and fact and expert witnesses).

*Note: The Hearing Officer will independently reach a determination regarding responsibility based on statements provided within the Live Hearing, without giving deference to only the investigative report.*

## **Cross-Examination**

CUSM understands cross-examination is a valuable tool for resolving the truth of serious allegations such as those presented in a Formal Complaint of Sexual Harassment. Therefore, the following are specific guidelines for all cross-examinations that will be upheld:

- Cross-examination must take place directly, orally, and in real time, in other words, cross-examination questions will not be requested for screening prior to the hearing (or during the hearing);
- Cross-examination must only be conducted by party advisors and not directly or personally by the parties themselves;
- The Hearing Officer must make relevance determinations for all questions asked;
- Only relevant questions must be answered. Therefore, before a party or witness answers a cross-examination question a **“pause”** is required prior to a party or witness answering for the Hearing Officer to determine the relevance of each question;
- If cross-examination questions are excluded, the Hearing Officer will provide an explanation about irrelevance, and parties and advisors are prevented from challenging the relevance determination during the hearing;
- Upon any parties request the entire live hearing, including cross-examination, must occur with the parties in separate rooms (e.g., technology will be used so that parties can hear and see each other virtually);

- Questions about a Complainant’s prior sexual behavior are barred based on rape shield protections, with two (2) exceptions:
  - someone else may have committed the alleged behavior, or
  - if the questions/evidence relate to sexual behavior with respect to the Respondent and are offered to prove consent.

Limits on evidence introduced at the hearing that was not gathered and presented prior to the hearing, will be decided by the Hearing Officer and will be based on the following standard:

- Relevant evidence is evidence of facts to prove or disprove a fact in issue. In other words, “is the evidence relevant to a fact at issue in the case?”
- A party’s medical or psychological records can only be used with the party’s voluntary consent;
- If a party or witness chooses to be absent from a hearing, or to not answer questions during a live hearing, this Title IX policy protects every individual’s choice and cannot require participation. Please be aware that if an individual does not appear or does not answer a question(s) *any and all* statements made during the Investigation and during the Live Hearing will not be considered by the Hearing Officer. Therefore, the Hearing Officer will decide responsibility of the allegations based on the remaining evidence without retaliation or negative interpretation;
- Written statements cannot be relied on by the Hearing Officer if the party or witness chooses to not participate with cross-examination;
- Whether a party or witness’s statement is considered reliable or truthful must be determined in light of the credibility-testing function of cross-examination; and
- CUSM will oversee cross-examination in a manner that avoids aggressive, abusive, questioning of any party or witness.

*Note: If a party does not have an advisor of choice for the hearing, CUSM will provide an advisor (of CUSM’s choice) for the purpose of conducting cross-examination. Self-representation where a party personally conducts cross-examination will be strictly prohibited.*

### **Written Determination**

Following the conclusion of the Live Hearing, the Hearing Officer will provide a written determination regarding responsibility (within five (5) business day). The written determination will be sent simultaneously to both parties.

The written determination will include the following key elements:

- Identification of the specific allegations alleged to constitute sexual harassment as described in this Policy;
- The procedural steps taken from receipt of the Formal Complaint through the determination regarding responsibility (this includes the Investigative process, timeline, interviews with parties and witnesses, methods used to gather any and all evidence, and hearings held);
- Findings of fact supporting the determination;
- Conclusions regarding the application of CUSM’s Title IX prohibited conduct
- Policy to the facts of the conduct alleged;
- Determination regarding responsibility for each allegation and the Hearing

- Officer's rationale for the result;
- Any disciplinary sanctions that will be imposed on the Respondent and whether or not the Complainant will be provided remedies (a description of what remedies will be implemented, if any, will not be disclosed for privacy purposes); and
- Information regarding the appeals process and grounds for appeal.

## **Range of Possible Disciplinary Sanctions and Remedies**

### Student Sanctions:

- Warning- written or verbal
- Required counseling
- Required training or education
- Withholding diploma
- Revocation of degree
- Transcript notation
- Banning from campus
- Suspension
- Expulsion

### Employee Sanctions:

- Warning- written or verbal
- Performance improvement plan
- Required counseling
- Required training or education
- Demotion
- Suspension without pay
- Suspension with pay
- Revocation of tenure
- Termination

### Remedies:

- Counseling services
- Course-related adjustments (exams, assignments, etc.)
- Work or class schedule modifications
- Academic support services
- Campus escort services
- Mutual No-Contact Order between parties (*see Confidentiality, Section 8, regarding confidentiality limitations with this option*)
- Voluntary leaves of absence
- Increased security and monitoring in certain areas at CUSM

## **Final Determination**

If neither party appeals the written determination, then the Title IX case will be considered closed and the conclusions by the Hearing Officer will be considered the Final Determination.

## **Appeals**

Appeals will be performed by an Appeals Officer that will be deemed the decision-maker to reach a fair determination, free from bias and conflicts of interest. The Appeals Officer will, therefore, be a separate person from the Title IX Coordinator, the Investigator, and the Hearing Officer.

Appeals rights are mandatory for Title IX procedures and therefore are equally available to both the Complainant(s) and the Respondent(s). Parties have the opportunity to appeal a determination regarding responsibility based on any of four grounds (listed below). Additionally, parties also have the equal opportunity to appeal CUSM's decision to dismiss a Formal Complaint or an allegation contained within the Formal Complaint.

### **Grounds for Appeal, For Both Parties:**

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against either party, that affected the outcome of the matter; and
- Disproportionate sanction that is considered excessively severe or insufficient.

### **Appeal Submission and Other Party Response**

The appealing party will have five (5) business days to submit a written appeal to the Title IX Coordinator from the date the Written Determination is delivered to both parties. Upon receipt of an appeal, the Title IX Coordinator will notify and provide a copy of the appeal to the other party. The other party shall then have an opportunity to respond in writing to the appeal within five (5) business days from the date of the appeal.

Requests for appeal and responses to the same must not exceed 10 pages (double-spaced, 12 point Times New Roman font). Nonconforming submissions will not be considered beyond the first 10 pages. Late submissions will not be accepted. Either party may request a waiver of the page limitation. Such request must be made in writing to the Title IX Coordinator prior to the deadline for the appeal submission and should include a reason for the request.

Following the receipt of a written appeal, the Title IX Coordinator will contact the designated Appeal Officer. The Title IX Coordinator will provide the Appeal Officer with a copy of the written appeal and the other party's response. The Appeal Officer will determine whether any grounds for the appeal are substantiated, and if changes to the Written Determination should be made. The Appeal Officer will provide a response to both parties within fifteen (15) business days of the initial appeal date.

### **Supportive Measures**

If an appeal is submitted, supportive measures will stay in place until the appeal is resolved. Following the Appeals Officer's decision to change or not change the Written Determination of

responsibility, the disciplinary sanctions and remedies that coincide with the Appeal's Officer's decision will be implemented.

### **Final Determination**

If there is no appeal request, the written determination becomes final after the time period to file an appeal has expired (i.e., five (5) days). Or, if an appeal request is made, and an appeal decision has been made and sent to both parties, the appeals decision will become the Final Determination.

### **SECTION 10: GOOD SAMARITAN PROVISION (AMNESTY)**

To encourage reporting, individuals cooperating in a Title IX investigation or hearing may be provided immunity on sanctions related to alcohol and drug policy violations to determine consent or memory only under this Policy. This behavior will not serve as the foundation for discipline or independent proceedings under another University policy.

However, the University may, at its discretion, require individuals who engaged in such behavior to participate in education programs or recommend a meeting with a counselor or other support persons.

### **SECTION 11: RETALIATION & FALSE ACCUSATIONS/RETALIATION**

Retaliation is any attempt by a student, faculty, or staff member to penalize, intimidate, threaten, coerce, or discriminate in any way against a person who makes a report of, or who is otherwise involved in reporting or an investigation of alleged violations of CUSM's Sexual Harassment and Sexual Misconduct policies and procedures. Persons who believe that they have been retaliated against for making a complaint/report or for cooperating in an investigation should immediately contact the Title IX Coordinator. Retaliation is itself a violation of this Policy and is a serious, separate offense. Any person who retaliates against a person who has filed a complaint or cooperated in an investigation is in violation of University policy and will be subject to disciplinary action.

#### **FALSE ACCUSATIONS**

Knowingly making a false accusation of sexual harassment (i.e., quid pro quo, hostile environment, sexual assault, domestic violence, dating violence, and/or stalking) under this Policy is itself a violation of this Policy and a basis for disciplinary action, up to and including dismissal, expulsion, or termination of employment from the University.

Reports of a false accusation shall not be addressed immediately but rather following the investigation of the Formal Complaint in question NOTE: Failure to prove a claim of sexual harassment, as defined within this Policy (see Section 5, Definitions), **is not** the equivalent of a knowingly false accusation.

### **SECTION 12: REFERENCES AND LEGAL AUTHORITY**

Title IX of the 1972 Education Amendments to the Higher Education Opportunity Act, 20 U.S.C. § 1681, et seq. (34 C.F.R. § 106). California Education Code: Student Safety, Section 67386.

Violence Against Women Act, 34 U.S.C. § 12291, et seq., “dating violence” as defined in 34 U.S.C. § 12291(a)(10), “domestic violence” as defined in 34 U.S.C. § 12291(a)(8), “stalking” as defined in 34 U.S.C. § 12291(a)(30).

Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 U.S.C. § 1092(f) and implementing regulations, 34 C.F.R. § 668.41 and 668.46) ("Clery Act"): “sexual assault” as defined in 20 U.S.C. § 1092(f)(6)(A)(v).

U.S Constitution. Amendments V and XIV.

Title VII of the Equal Employment Opportunity Act of 1972 (as amended).

Federal Civil Rights Statutes of 1964.

Government Code Sections 12940 (i) and (j) of the California Fair Employment and Housing Act.

Government Code Section 19702 of the State Civil Service Act.

## Investigation Process and Rights

- 1) Rights that are provided to both parties equally during an investigation include:
  - ❖ Neither party is restricted to discuss the allegations under investigation. However, both parties are warned to not discuss the allegations in a manner that constitutes Retaliation (see Section 10) because that is a violation of the Title IX Policy and would be considered a serious, separate offense.
  - ❖ Neither party is restricted to gather and present relevant evidence during the investigation.
  - ❖ Parties may identify and present fact and expert witnesses during the investigation.
  - ❖ Parties have the right to have an advisor of choice present during any grievance proceeding, such as an investigation interview.
  - ❖ Parties will be given written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
  - ❖ Parties have the right to review any evidence obtained that is directly related to the allegations, including evidence that will not be used in reaching a determination, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.
  - ❖ Parties have the right to not participate within the grievance process but are warned that CUSM may still proceed with the grievance process without a party's participation.
- 2) At the start of the investigation process, an Investigator will be assigned to investigate the Formal Complaint. During this time the Investigator will contact the Complainant and Respondent and begin an investigation to obtain evidence.
- 3) As the investigation nears completion, a **Preliminary Investigation Report** will be shared with both parties and their respective advisor, through email.
  - a. Parties will have ten (10) days to submit a written response, which the Investigator will consider prior to the completion of the **Final Investigative Report**.

Examples of what a written response may include:

- Any additional evidentiary materials that should be collected and reviewed to the extent that such items are reasonably available (e.g., text messages, social media postings, etc.);
- Any follow-up issues or questions for any witness, including the other party;
- A request for a follow-up interview to clarify or provide

additional information;

- Any new witness who should be interviewed (including a description of what topics/issues the witness should be asked to address and why this is necessary for the investigation).

*Note: All evidence reviewed will be available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.*

- 4) The **Final Investigative Report** will include a fair summary of **only relevant evidence** in regard to the allegations of the hearing. The Final Investigative Report will be shared with both parties and their respective advisor, through email, at least ten (10) days prior to a hearing.
  - a. The investigator is required to only summarize “relevant” evidence in the Final Investigative Report (which would exclude sexual history information that is barred by rape shield protections §106.45(b)(6)(i)).

*This policy was reviewed and approved originally on August 14, 2020.*

*This policy was revised on October 5, 2020.*

## **Employee Acknowledgment and Agreement**

By signing below, I acknowledge that I have received a copy of the California University of Science and Medicine (“CUSM”) Employee Handbook and I will familiarize myself with its contents.

I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at CUSM are at-will, shall be for no specific duration, and may be changed or terminated at the will of CUSM. Both I and CUSM have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and CUSM concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with CUSM and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the President of CUSM.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]