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Dear Golden Gate University Employee:

Golden Gate University is a community of people dedicated to our fundamental academic mission of providing professional practical education to working adults.

We believe that each employee contributes directly to GGU’s growth and success, and we hope you will take pride in being a member of our team. Whether as faculty members or part of the administrative team, all employees share in making the university a civil, decent, safe, healthy and professionally rewarding place to work. The results benefit students, alumni, scholarship, society, faculty and staff.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with GGU.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Dr. Dan Angel, President
This handbook is designed to acquaint you with GGU and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by GGU to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The information in this handbook applies to all regular employees, including faculty, hired to work a minimum of 25 hours per week regularly. Certain classifications of regular employees are represented by the Office and Professional Employees International Union, Local No. 3, and the handbook’s application to them is subject to the terms of the applicable Collective Bargaining Agreement.

No employee handbook can anticipate every circumstance or question about policy. As GGU continues to grow, the need may arise and GGU reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or GGU to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur.
Mission Statement

Golden Gate University prepares individuals to lead and serve by providing high quality, practice-based educational programs in law, taxation, business and related professions — as a nonprofit institution — in an innovative and challenging learning environment that embraces professional ethics and diversity.
Section 1: Employment

101 At-Will Employment Policy

The University considers all employees as employed “at will,” except as otherwise may be provided in a separate written agreement.

“At-Will” employment means the employee is free to terminate employment with Golden Gate University at any time, with or without a reason, and Golden Gate University has the right to terminate the employee’s employment at any time, with or without a reason. Although Golden Gate University may choose to terminate employment for cause, cause is not required.

No one other than the President of GGU can enter into an agreement for employment for a specified period of time or make any agreement contrary to the policy of at-will employment. Further, any such agreement must be in writing and signed by the President of GGU and the employee.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between GGU and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at GGU’s sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the President of GGU.

102 Employee Relations

GGU believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that GGU amply demonstrates its commitment to employees by responding effectively to employee concerns.

103 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at GGU will be based on merit, qualifications, and abilities. GGU does not
discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or any other characteristic protected by law.

When necessary, GGU will reasonably accommodate employees and applicants with known disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position, provided that the accommodation will not result in an undue hardship to the University.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

The University has appointed the Vice President of Human Resources as the individual who serves as GGU’s designated Title IX Coordinator. In this role, he/she is the campus’ primary resource on issues relating to perceived discrimination and/or harassment and inquires concerning GGU’s policies, compliance with applicable laws, statutes, and regulations (such as Title VI, Title IX, and Section 504), and complaints may also be directed to the Vice President of Human Resources. Any

member of the University community who would like advice or assistance in dealing with any incident or action that is perceived as discriminatory or harassing should feel free to contact the Director at 415-442-7079.

104 Business Ethics and Conduct

The successful business operation and reputation of GGU is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of GGU is dependent upon our students’ trust and we are dedicated to preserving that trust. Employees owe a duty to GGU, its students, and the University community to act in a way that will merit the continued trust and confidence of the public.

GGU will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Human Resources Department for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every GGU employee.

105 Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at
work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

A member of an employee’s immediate family will be considered for employment by GGU if the applicant possesses all the necessary qualifications. However, GGU may refuse to employ relatives under the following circumstances:

1. For business reasons of supervision, safety, security and morale, when the employment places one relative under the direct supervision of the other relative, or
2. When both relatives will work in the same department, division or facility and the work involves potential conflicts of interest or hazards that are greater for relatives than for other individuals.

These criteria will also be considered when assigning, transferring or promoting an employee.

For purposes of this policy, “relative” or “immediate family” includes: the employee’s spouse, domestic partner, brother, sister, parents, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and any other member of the employee’s household and/or anyone with whom a GGU employee has or has had a romantic relationship.

This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

If two employees marry, or otherwise become immediate family members, and one of the above situations exists, GGU will attempt to find another suitable position or assign job duties to avoid the situation. If no accommodation of this nature is feasible, the employees will be permitted to determine which one of them will resign. If the employees cannot or will not decide which will resign, GGU may terminate one or both of them.

### 106 Immigration Law Compliance

GGU is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with GGU within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### 107 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which GGU wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of
operation. Contact the Office of the President or Vice President of Business Affairs for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of GGU. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific approval by the Vice President of Business Affairs.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of GGU's business dealings. For the purposes of this policy, a relative is defined as the employee's spouse/domestic partner, child, stepchild, foster child, grandchild, parent, grandparent, sister, brother, aunt, uncle, stepmother, stepfather, sister- or brother-in-law (or siblings of the employee's domestic partner), mother- or father-in-law (or parents of the employee's domestic partner), daughter- or son-in-law (or children of the employee's domestic partner).

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Vice President of Business Affairs or the Vice President of Human Resources as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which GGU does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving GGU.

108 Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with GGU. All employees will be judged by the same performance standards and will be subject to GGU's scheduling demands, regardless of any existing outside work requirements.

If GGU determines that an employee's outside work interferes with performance or the ability to meet the requirements of GGU as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with GGU.

Outside employment will present a conflict of interest if it has an adverse impact on GGU.

109 Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of GGU. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Customer lists
Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

110 Disability Accommodation

GGU is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

GGU will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

GGU is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. GGU will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. GGU is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

111 Job Posting

GGU provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular,
full-time job openings are posted, although GGU reserves its discretionary right to not post a particular opening. All positions covered by the Collective Bargaining Agreement shall be posted in accordance with Article 11 of the Agreement.

Job openings will be posted on the University’s job posting website, and normally remain open for a minimum of five business days. Each job posting notice will include the dates of the posting period, job title, department, FLSA status, job function, essential duties, and qualifications (required skills and abilities).

Bargaining unit employees’ eligibility to apply for posted jobs is subject to Article 11, Section 11.2 of the Collective Bargaining Agreement.

To apply for an open position, employees should submit an Employee Job Interest form to the Human Resources Department listing job-related skills and accomplishments. It should also describe how their current experience with GGU and prior work experience and/or education qualifies them for the position.

Job postings are a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization.
Section 2: Employment Status & Records

201 Employment Categories

It is the intent of GGU to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and GGU.

Each employee is designated as either “non-exempt” or “exempt” from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. An employee’s exempt or non-exempt classification may be changed only through the Job Analysis process.

In addition to the above categories, each employee will belong to one other employment category:

Regular full-time employees are those who are not in a temporary or probationary status and who are regularly scheduled to work GGU’s full-time schedule. Generally, they are eligible for GGU’s benefit package, subject to the terms, conditions, and limitations of each benefit program. This category includes both full-time staff and full-time faculty.

Regular part-time employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less than 25 hours per week. This category includes part-time workers (either student or non-student), Adjunct Faculty members and Federal Work-Study employees. Part-time employees receive legally mandated benefits (such as Social Security, Workers’ Compensation benefits, and other benefits as required by the jurisdiction in which they are employed) but are ineligible for all other benefit plans and programs at GGU.

Probationary employees are those whose performance is being evaluated to determine whether further employment in a specific position or with GGU is appropriate. Collective bargaining employees should consult the Collective Bargaining Agreement for more information about the probation period.

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Temporary employees may be hired directly by GGU or through an agency. Temporary employees engaged through an agency remain the employees of that agency and do not have an employment relationship with GGU.

Employment assignments in the Temporary category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees
employed directly by GGU receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of GGU's other benefit programs.

### 202 Access to Personnel Files

GGU maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, résumé, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of GGU, and access to the information they contain is restricted. Generally, only supervisors and management personnel of GGU who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Department. With 24 hours' advance notice, during normal business hours, employees may review their own personnel files in GGU's offices and in the presence of an individual appointed by GGU to maintain the files.

Files for terminated employees are retained for five years after the last day worked.

### 203 Employment Reference Checks

To ensure that individuals who join GGU are well qualified and have a strong potential to be productive and successful, it is the policy of GGU to check employment, education and other background information on all applicants to whom a verbal offer has been made and accepted. GGU may employ a third party company to perform this function.

GGU will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

### 204 Personnel Data Changes

It is the responsibility of each employee to promptly notify GGU of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, emergency contact information, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, please notify the Human Resources Department to receive direction on how to update your electronic employee record.

### 205 Probation Period for Bargaining-Unit Employees

Bargaining unit employees should consult their Collective Bargaining Agreement for further information regarding the probation period. During the entire course of employment, the employee will be an at-will employee.
208 Employment Applications & Résumés

GGU relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

In conjunction with processing employment applications, GGU may use the services of an outside agency to research and verify the information provided on the employment application, including, but not limited to, personal background, character, professional standing, work history and qualifications.

If GGU takes an adverse employment action based in whole or in part on the Investigative Consumer Report and/or Consumer Credit Report, a copy of the report and a summary of the applicant’s rights under the Fair Credit Reporting Act will be provided as well as any other documents required by law.

Employment applications from all candidates are retained for two years from the successful candidate’s date of hire. Unsolicited employment applications are retained for 90 days from date of submission.

209 Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted annually to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Additionally, employees whose positions are covered by the Collective Bargaining Agreement will receive a formal written performance evaluation at the end of his/her initial period of hire, known as the probation period.

281 Break in Service

This policy is for the purpose of calculating length of service for vacation accrual and other service issues when there has been a break in service of full-time employment. An employee’s period of service begins upon the employee’s hire as a full-time employee, or upon conversion to full-time employment.

All of an employee's prior service as a full-time employee with Golden Gate University shall be counted for purposes of determining length of service, if he or she has had no break in service.

An employee’s service shall mean the period starting with the first day of his or her full-time employment and ending with the day he or she leaves employment with GGU, either through resignation, termination, retirement or death.
Determining Total Length of Service when there has been a break in service:

Break in service of less than one calendar year:

Upon rehire, the employee’s initial period of service will count toward total length of service as if there were no break in service.

Break in service of more than one calendar year:

After completing one full year of full-time service after rehire, the employee’s initial period of full-time service will count toward total length of service.

Original length of service equals five or more consecutive years:

Except where a break in service is longer than the original length of service, upon rehire, the employee’s initial period of service will count toward total length of service as if there were no break in service.

Break in service is longer than original length of service:

Prior service will not count toward length of service.

An employee’s service shall also continue during his or her absence caused by sickness, accident, layoff where rehire is anticipated and occurs within 30 days, required military service or any other absence authorized by GGU on a uniform and nondiscriminatory basis. If, after such absence, the individual fails to return to work as an employee of GGU within the time prescribed, or within the period during which his or her reemployment rights are protected by law, his or her service shall be deemed broken as of the date he or she was eligible or able to return to work. This policy does not affect the employment status of terminated employees.
Section 3: Employee Benefit Programs

301 Employee Benefits

Regular full-time employees at GGU are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. GGU pays 100% of the cost of many benefits; others are cost-shared or voluntary employee-paid benefits.

Benefits eligible employees receive “flex credits,” additional monies provided by GGU for GGU employee group benefits, effective the first of the month following date of hire. The flex credit amount will vary depending on whether the employee participates in or waives GGU’s medical plan.

GGU's comprehensive benefits program, highlighted within this section, includes the following:

- 403(b) Retirement Plan
- Tuition Remission
- Medical Reimbursement Account
- Dependent Care Reimbursement Account
- Dental Insurance
- Employee Assistance Program
- Health Insurance
- Life Insurance
- Long-Term Disability
- Medical Leave
- Military Leave
- Personal Leave
- Supplemental Life Insurance
- Vision Care Insurance

303 Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time non-faculty employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:
Upon initial eligibility, the employee is entitled to 15 vacation days each year, accrued semimonthly at the rate of 4.69 hours per pay period.

After five years of eligible service, the employee is entitled to 20 vacation days each year, accrued semimonthly at the rate of 6.25 hours.

After 10 years of eligible service, the employee is entitled to 25 vacation days each year, accrued semimonthly at the rate of 7.81 hours.

Regular employees who work less than the standard 37.5 hours per week, but no less than 25 hours per week, accrue vacation leave on a pro-rata basis. Employees subject to the Collective Bargaining Agreement should consult their Collective Bargaining Agreement for guidelines on time off practices.

The length of eligible service is calculated on the basis of a “benefit year.” This is the 12-month period that begins when the employee starts to earn vacation time. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Regular employees’ vacation accrual eligibility begins with the first day of employment. Non-collective bargaining employees may use their vacation time as they accrue it with supervisory approval. Collective bargaining employees should consult the Collective Bargaining Agreement for guidelines on use of vacation time.

Paid vacation time can be used in minimum increments of one hour. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. Vacation ceases to accrue, or “caps,” when a two-year maximum has been accrued as per the schedule. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.

Upon termination of employment, employees will be paid for unused accrued vacation time that has been earned through the last day of work.

### 305 Holidays

GGU will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (plus the day before or after)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
• Day after Thanksgiving
• Christmas Day (plus the day before or after)
GGU will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee’s straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

• Regular full-time non-faculty employees

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

If a recognized holiday falls during an eligible employee’s paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. However, holiday pay is not provided to an employee on a leave of absence qualified under the Federal Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) or Pregnancy Disability Leave (PDL).

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday. Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed. Collective bargaining employees should consult their Collective Bargaining Agreement for guidelines on time off practices.

In addition to the recognized holidays previously listed, eligible non-faculty employees will receive one floating holiday upon hire or at the beginning of each fiscal year. If the employee does not use the floating holiday prior to the end of the fiscal year, it is paid out to the employee and a new floating holiday is granted for the new fiscal year. These holidays must be scheduled with the prior approval of the employee’s supervisor.

306 Workers’ Compensation Insurance

GGU provides a comprehensive workers’ compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither GGU nor the insurance carrier will be liable for the payment of workers’ compensation benefits for injuries that occur during an employee’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by GGU.
307 Sick Leave Benefits

GGU provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time non-faculty employees
- Regular part-time non-faculty employees (working in San Francisco only)
- Adjunct faculty employees (working in San Francisco only)

Eligible full-time non-faculty employees will accrue sick leave benefits at the rate of 12 days per year (one day for every full month of service). Sick leave benefits are calculated on the basis of a “benefit year,” the 12-month period that begins when the employee starts to earn sick leave benefits. Regular non-faculty employees who work less than the standard 37.5 hours per week, and no less than 25 hours per week, accrue sick leave on a pro-rata basis. An employee’s accrued sick leave benefits carry over from year to year.

Eligible part-time employees, including Adjunct faculty members, who perform work in San Francisco will accrue sick leave benefits at the rate of one hour for every 30 hours worked, up to a maximum of 72 hours of accrued sick leave. An employee’s sick leave benefits carry over from year to year.

- **Full-time exempt non-faculty employees**: Paid sick leave should only be used to report a full days’ worth of hours (e.g., 7.5 hours) per day.

- **Full-time non-exempt employees**: Paid sick leave can be used in minimum increments of 15 minutes (quarter hours).

- **Part-time non-exempt employees and Adjunct faculty members (San Francisco only)**: Sick leave accruals begin 90 days after the initial start date. Paid sick leave can be used in minimum increments of one hour.

- **Part-time non-exempt employees and Adjunct faculty members (outside of San Francisco)**: Not eligible for sick leave.

Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee’s household.

Employees who are unable to report to work due to illness or injury must notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician’s statement may be required to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. If an employee’s illness or injury requires hospitalization, a physician’s statement will be required to verify the employee’s ability to return to work.

Sick leave benefits will be calculated based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits. Sick leave
benefits will be used to supplement any payments that an employee is eligible to receive from state
disability insurance, workers' compensation, or GGU-provided disability insurance programs. The
combination of any such disability payments and sick leave benefits cannot exceed the employee's
normal weekly earnings.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury,
and may not be used for any other absence. Unused sick leave benefits will not be paid to
employees while they are employed or upon termination of employment.

308 Time Off to Vote

GGU encourages employees to fulfill their civic responsibilities by participating in elections.
Generally, employees are able to find time to vote either before or after their regular work schedule.
If employees are unable to vote in an election during their nonworking hours, GGU will grant up to 2
hours of paid time off to vote.

Employees should request time off to vote from their supervisor at least two working days prior to
the Election Day. Advance notice is required so that the necessary time off can be scheduled at
the beginning or end of the work shift, whichever provides the least disruption to the normal work
schedule.

309 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify
their supervisor immediately. Up to three days of paid bereavement leave will be provided to
regular full-time non-faculty employees. For those who must travel in excess of 250 miles, five days
of continued regular pay will be granted (including weekends and holidays).

Bereavement pay is calculated based on the base pay rate at the time of absence and will not
include any special forms of compensation, such as incentives, commissions, bonuses, or shift
differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing
requirements. Employees may, with their supervisor's approval, use any available paid leave for
additional time off as necessary.

GGU defines “immediate family” as the employee's spouse/domestic partner, child, stepchild, foster
child, grandchild, parent, grandparent, sister, brother, aunt, uncle, stepmother, stepfather, sister- or
brother-in-law (or siblings of the employee's domestic partner), mother- or father-in-law (or parents
of the employee's domestic partner), daughter- or son-in-law (or children of the employee's
domestic partner).

311 Jury Duty

GGU encourages employees to fulfill their civic responsibilities by serving jury duty when required.
Employees in an eligible classification may request up to two weeks of paid jury duty leave over any
two-year period. Bargaining Unit employees should consult the COLLECTIVE BARGAINING
AGREEMENT for more information about jury duty.
Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Either GGU or the employee may request an excuse from jury duty if, in GGU's judgment, the employee's absence would create serious operational difficulties.

Upon the employee's return to work after fulfilling jury duty obligations, he or she must provide proof from the court showing that the employee was assigned jury duty during the date(s) in which he or she was absent from work and subsequently claiming jury duty leave.

GGU will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits will continue to accrue during unpaid jury duty leave.

**313 Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under GGU's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Whenever there is a COBRA "qualifying event," GGU's third-party administrator will provide written notice to all affected individuals who become "qualified beneficiaries" under the law. This notice contains important information about the rights and obligations of a "qualified beneficiary." Under COBRA, a "qualified beneficiary" is responsible for paying the monthly premium for continued medical and/or dental insurance coverage.

Under COBRA, the employee or beneficiary pays the full cost of coverage at GGU's group rates plus an administration fee of 2%. GGU's third-party administrator will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under GGU's health insurance plan. The notice contains important information about the employee's rights and obligations.

Federal laws regarding COBRA may change at any time. For the most current information regarding any changes to COBRA, please visit the Benefits page on the GGU Intranet.
GGU pays all or a portion of the costs for eligible employees and their dependents to attend Golden Gate University.

**Eligibility**

Regular full-time staff, full-time faculty, and dependents of regular full-time staff and full-time faculty are eligible for tuition remission of one hundred percent (100%), subject to the following provisions:

- A maximum of 27 units per academic year per employee, his/her dependent(s), and spouse/domestic partner.

- No more than 15% of the total seats in any class that has been wait-listed can be occupied by students receiving this benefit.

- Cost of books, fees, and/or other incremental or extraordinary costs (e.g. foreign travel) of attending a course or program study are not covered under this benefit.

- Educational benefits may be subject to taxes.

**Adjunct Faculty**

Adjunct faculty members are eligible for tuition remission based on each class that is taught at Golden Gate University. Full credit toward a course is given each time the adjunct faculty member teaches a course. (Full credit toward an undergraduate or graduate course is accumulated for each course taught). Tuition credit earned for each course can be used after the adjunct faculty member completes the full trimester of teaching. The adjunct faculty member must use tuition credit within three (3) trimesters of receiving it. (Example: If an adjunct faculty member teaches two courses in Fall, two courses can be taken in the following Spring trimester, Summer trimester, and no later than the Fall trimester.)

A maximum of two (2) courses can be taken per trimester. Educational benefits may be subject to taxes.

- No more than 15% of the total seats in any class that has been wait-listed can be occupied by students receiving this benefit.

- Cost of books, fees, and/or other incremental or extraordinary costs (e.g. foreign travel) of attending a course or program study are not covered under this benefit.

- Educational benefits may be subject to taxes.

- Spouses, domestic partners, and dependents of adjunct faculty members are not eligible for tuition assistance.

**Part Time Staff**

Not eligible for tuition assistance.

**Doctoral Students Who Teach At GGU**
Doctoral Students who teach at Golden Gate University are eligible for tuition assistance of fifty percent (50%), excluding books and fees. Other incremental or extraordinary costs of attending a course or program study, e.g., foreign travel, are not covered under this benefit. Doctoral students must have taught at Golden Gate University for one trimester before becoming eligible to participate in the tuition assistance program. Doctoral students must be in good standing in the Doctoral program. Completed Tuition Remission Forms must be approved by the Director of the Doctoral Program as well as the Vice President of Human Resources. A maximum of two (2) courses per trimester are allowed provided the Doctoral student has taught two (2) graduate or undergraduate courses during prior trimesters.

Educational benefits may be subject to taxes. No more than 15% of the total seats in any class that has been wait-listed can be occupied by students receiving this benefit.

Spouses, domestic partners, and dependents of doctoral students are not eligible for tuition assistance.

**Applying For Tuition Remission**

Full-time staff, faculty and dependents should request tuition assistance benefits by completing the “Tuition Remission and Educational Assistance” form. This form is used for undergraduate and graduate level coursework as well as for special coursework and seminars. The form can be obtained from GGU’s Intranet.

1. The employee completes the form. Course names and section numbers and times must be completed.

2. The employee’s supervisor or department manager signs the tuition assistance form. Forms submitted to Human Resources without supervisory approval will be returned to the employee for completion.

3. The form is sent to Human Resources to be approved by the Vice President of Human Resources or his/her designee.

4. Human Resources approves the form and returns a copy to the employee.

5. The employee takes the authorized form with him/her when registering for classes.

**Taxes**

GGU administers its Educational Assistance Program subject to Sections 117(d), 127 and 62 of the Internal Revenue Code. All tuition benefits are subject to current IRS tax regulations.

**Graduate Courses (including Law courses)**

*Employees:* A maximum of $5,250 of tuition for graduate courses per calendar year is non-taxable effective January 1, 2002 (Internal Revenue Code, Section 127). Additional graduate course work may qualify as a non-taxable benefit (Internal Revenue Code, Section 62); please consult with Human Resources regarding your individual circumstances for more information.

*Spouses/Dependents:* All tuition benefits are taxable and subject to tax withholding.
Undergraduate Courses

*Employees*: Non-taxable (Internal Revenue Code, Section 117(d)).

*Spouses/Dependents*: Non-taxable (Internal Revenue Code, Section 117(d)).

If the benefit is subject to tax withholding, Golden Gate University’s practice is to distribute the amount of the taxable benefit in equal amounts. Tax withholdings shall be deducted over the last six pay periods of the tax year. The taxable amount is added on to the employee’s regular wages. The sum of the regular wages plus the taxable educational assistance amount becomes the new base for FICA, Medicare, Federal and State Income taxes. All withholdings shall be completed no later than the last pay period in which the course began.

Withdrawal From Courses

Faculty members and Full-time Staff may withdraw (drop) from courses at any time without incurring any tax liability. It is the responsibility of the employee to notify Human Resources upon dropping the course, to ensure accurate taxability.

Spouses and dependents of Full-time Faculty or Staff may withdraw from courses anytime prior to the completion of the fourth week without incurring any tax liability. After the fourth week, the Faculty or Staff member will be liable for taxes. Please take a copy of the completed withdrawal form (processed in Enrollment Services) to the Human Resources Department within 48 hours of withdrawal.

Termination Of Employment

Staff or Faculty members who terminate employment from Golden Gate University while enrolled in Graduate or Doctoral courses under Tuition Remission will have any outstanding tax withholding liability deducted from the final paycheck. This also applies to Staff or Faculty members who have spouses, domestic partners, and/or dependents enrolled in Graduate or Doctoral courses. Terminated employees and their spouses/domestic partners and/or dependents are allowed to complete the trimester for which they are enrolled at the time of the employee’s termination.

Any regular, non-union, non-faculty employee who is laid off and is actively enrolled in a course of study leading to a GGU degree will be allowed up to 24 months of post-termination tuition remission in order to complete the degree, provided all of the following are true:

1. The employee is eligible for rehire.
2. The employee is eligible for and has been receiving tuition remission under standard University policies.
3. The employee is enrolled in GGU courses at the time of termination or during the most recent term prior to termination if termination occurs between terms.
4. The employee is eligible to continue his or her course of study under normal University policies.

While educational assistance is expected to enhance employees’ performance and professional abilities, GGU cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.
316 Health Insurance

GGU's health insurance plan provides employees and their dependents access to medical, dental, and vision care insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time faculty
- Regular full-time staff

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between GGU and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage is available online on the Benefits page of the GGU Intranet. You may also contact the Benefits Manager for more information about health insurance benefits.

317 Life and AD&D Insurance

Life insurance offers you and your family important financial protection. GGU provides a basic life insurance plan for eligible employees.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- Regular full-time staff
- Regular full-time faculty

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between GGU and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees, available online on the Benefits page of the GGU Intranet. You may also contact the Benefits Manager for more information about life insurance benefits.
319 Long-Term Disability

GGU provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Employees in the following employment classifications are eligible to participate in the LTD plan:

- Regular full-time staff
- Regular full-time faculty

Eligible employees may participate in the LTD plan subject to the terms and conditions of the agreement between GGU and the insurance carrier. Employees are eligible for LTD coverage on the first of the month after completing 90 calendar days of service. There is a 180-day “elimination period” for staff and a 90-day “elimination period” for faculty before qualified LTD benefits may begin.

LTD benefits are offset with amounts received under Social Security or workers' compensation for the same time period.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description on the Benefits page of the GGU Intranet. You may also contact the Benefits Manager for more information about LTD benefits.

320 Retirement Plan

GGU has established a retirement plan to provide employees the potential for future financial security for retirement. All full-time staff and faculty are immediately eligible to participate in the plan as of the 1st day of the month following employment or conversion to full-time employment, providing the employee completes and submits a Salary Reduction Agreement and elects a 403(b) plan sponsor.

Employees may change their contribution percentage or plan sponsors up to four times per calendar year.

The Plan allows the employee to elect how much salary he or she wants to contribute and direct the investment of the plan account, subject to IRS laws and limits, so the employee can tailor his or her own retirement package to meet individual needs. GGU contributes 2% of regular pay and an additional matching amount to each employee's contribution, up to a maximum of 7% of salary contribution by GGU.

The matching schedule is as follows:

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<th>Employee’s contribution (based on regular pay + flex credits)</th>
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Because the employee’s 403(b) contribution is automatically deducted from his or her pay before federal and state tax withholdings are calculated, the employee saves tax dollars by having his or her current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to retirement distributions.

Complete details of the Plan are described in the Summary Plan Description provided to eligible employees. Contact the Benefits Manager in the Human Resources Department for more information about the Plan.

### 324 Employee Assistance Program

GGU cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

GGU’s employee assistance program vendor provides confidential access to professional counseling services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard the employee’s privacy and rights. Information given to the EAP counselor may be released only if requested by the employee in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee’s participation in the program is entered into the personnel file.

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

Minor concerns can become major problems if ignored. No issue is too small or too large, and a professional counselor is available to help when needed. The Employee Assistance Program is available to all employees, part-time, full-time, or faculty.

### 325 Pre-Tax Plan Benefits

#### Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account is a reimbursement account that allows an employee the option of depositing pre-tax dollars through salary reduction, and receiving reimbursement for expenses related to childcare and/or the care of elderly dependants. GGU sets the limit for the annual contribution to the fund. The current limit is $5,000. Enrollment in the plan is
voluntary and must be renewed during the scheduled “open enrollment” period each benefit year for it to take effect at the beginning of the calendar year following the open enrollment period.

**Health Care Flexible Spending Account**

The Health Care Flexible Spending Account is a reimbursement account that allows an employee the option of depositing pre-tax dollars through salary reduction, and receiving reimbursement for out-of-pocket healthcare expenses incurred by the employee or family members. GGU sets the limit for the annual contribution to the fund. The current limit is $4,000. Enrollment in the plan is voluntary and must be renewed during the scheduled “open enrollment” period each benefit year for it to take effect at the beginning of the calendar year following the open enrollment period.

**326 Commuter Reimbursement Plan**

Full-time and part-time faculty and staff may set aside pre-tax dollars through voluntary salary reductions to cover monthly parking and transit expenses. The amount of money an employee may set aside for parking and transit expenses is governed by the Internal Revenue Code. An employee should complete an Expense Claim Form each month to receive reimbursement from the third-party Administrator.

Access to enrollment and claim forms are available on the Benefits site of the GGU Intranet.
Section 4: Timekeeping/Payroll

401 Timekeeping

Accurate recording of time worked is the responsibility of every non-exempt employee. Federal and state laws require GGU to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the employee’s supervisor before it is performed.

Altering, falsifying, tampering with time records, recording time on another employee’s time record, or asking another non-supervisory employee to record time on one’s own time record, may result in disciplinary action, up to and including termination of employment.

GGU uses an electronic timekeeping system. It is the employees’ responsibility to review his/her electronic time records to certify the accuracy of all time recorded. The supervisor is responsible for reviewing the time record before approving it electronically for payroll processing. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes before they are approved for payroll processing. Time records are audited by Human Resources for accuracy. Employees should be aware that their paychecks could be delayed if errors on the time record are detected after submission for payroll processing.

403 Paydays

All employees are paid semimonthly on the 15th and on the last day of the month. Each paycheck for full-time regular exempt employees will include earnings for all work performed through the end of the current payroll period, including the pay day. Each paycheck for non-exempt full-time and part-time staff will include earnings for all work performed through the end of the previous payroll period. Each paycheck for adjunct faculty will be a portion of the stipend(s) for the class(es) currently being taught (please refer to the Adjunct Faculty Handbook for additional information).

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

GGU strongly encourages employees to enroll in direct-deposit. To opt for direct-deposit, the employee must complete a Direct Deposit Authorization form and provide a voided check to the payroll department. Vouchers are not mailed to employees when GGU makes direct deposits. Please contact the Payroll Manager for more information regarding direct-deposit.
405 Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization.
- Layoff - involuntary employment termination initiated by the organization
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

GGU will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to GGU, or return of GGU-owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with GGU is based on mutual consent, both the employee and GGU have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner.

- Eligibility for all GGU medical and dental benefits will cease on the last day of the calendar month in which a terminating employee’s last day of work occurs.
- Payment for accrued but unused vacation and/or floating holiday benefits shall be included in the final paycheck.
- Participation in the retirement plan will stop on the terminating employee’s last day of work.

If an employee or his or her eligible dependents are already taking an approved course at the university on the employee’s last day of work, he or she may continue in that course without incurring normal tuition costs through the end of the course period. Taxes on tuition benefits are the employee’s responsibility.

407 Severance Pay

Golden Gate University offers severance payment to assist eligible employees of the university whose employment is involuntarily terminated due to layoff, reorganization, position elimination or the consolidation of certain administrative and operational functions. An eligible employee is any regular full-time staff who has completed one year of service with the university.

Specifically excluded from benefits under this provision are employees who: were hired as temporary employees for a specified period of time; were offered but refused to accept another suitable position with the organization; were provided the opportunity to be retained for any length of time by a third party vendor who has been contracted by GGU to provide services similar to those being outsourced, are covered by the Collective Bargaining Agreement, unless the Collective Bargaining Agreement calls for coverage under this plan; are full- or part-time faculty members; have a written employment agreement with GGU; are independent contractors. Collective bargaining employees should consult the Collective Bargaining Agreement for more information about severance pay as it affects them.
Employees who are terminated due to unsatisfactory job performance, dishonesty or other misconduct, such as excessive absenteeism, excessive tardiness, or failure to comply with the law or with university policy are not eligible to receive benefits.

Severance is calculated as follows:

One (1) week’s salary continuation for each year of continuous service to be paid according to normal University payroll practices. Employees shall receive GGU’s monthly contribution toward the costs of health insurance for the duration of their severance benefit. Any costs for health insurance in excess of GGU’s monthly contribution for benefits for the employee or his/her dependents shall be paid by the employee and deducted from the employee’s severance benefit.

**408 Paycheck in Advance**

If the employee’s vacation period includes a payday(s), the employee, upon seven workdays’ notice to the Vice President of Human Resources, will receive his/her paycheck for that payday(s) immediately prior to leaving for vacation. GGU does not provide emergency loans on unearned wages to employees.

**409 Administrative Pay Corrections**

GGU takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible.

**410 Pay Deductions and Setoffs**

The law requires that GGU make certain deductions from every employee’s compensation. Among these are applicable federal, state, and local income taxes. GGU also must deduct Social Security taxes on each employee’s earnings up to a specified limit that is called the Social Security “wage base.” GGU matches the amount of Social Security taxes paid by each employee.

GGU offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor or the Payroll Manager can assist in answering your questions.
Section 5: Work Conditions & Hours

501 Safety

To assist in providing a safe and healthful work environment for employees, customers, and visitors, GGU has established a workplace safety program. This program is a top priority for GGU. The Human Resources and Facilities Departments have joint responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

GGU will provide information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, online postings, electronic mail communications, bulletin board postings, memos, or other written communications. A safety advisory group has been established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of a member of the safety advisory group. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify the Human Resources Department or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers’ compensation benefits procedures.

502 Work Schedules

The normal work schedule for all full-time regular non-exempt employees is 7.5 hours a day, 37.5 days a week. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.
Employees whose days off are scheduled on GGU holidays must consult with their supervisor regarding alternative arrangements during the week in which the holiday occurs. Consult with Human Resources if you have any questions about work scheduling.

504 Use of Phone and Mail Systems

GGU recognizes that from time to time employees may need to use the University's telephone system for personal reasons. However, excessive use of telephones for personal incoming and outgoing calls is discouraged. Employees may be required to reimburse GGU for any charges resulting from their personal use of the telephone, and may be restricted in their use of the telephone.

The use of GGU-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

505 Smoking

In keeping with GGU's intent to provide a safe and healthful work environment, smoking is prohibited throughout all facilities owned and/or operated by GGU.

This policy applies equally to all employees, students, and visitors.

506 Rest and Meal Periods

Each workday, full-time non-exempt employees are provided with two rest periods of 15 minutes in length. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest period time.

All full-time non-exempt employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Bargaining-unit employees should consult their Collective Bargaining Agreement for additional information.

507 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor’s prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave,
vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

Bargaining-unit employees should consult their Collective Bargaining Agreement for additional information.

508 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee’s responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action up to and including termination of employment.

512 Business Travel Expenses

GGU will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the employee’s supervisor.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by GGU. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by GGU may not be used for personal use without prior approval.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional costs arising from such companion expenses and/or non-business travel are the responsibility of the employee.

When travel is completed, employees must submit completed travel expense reports within 30 days of the business trip or event. Expense reports must be signed by the employee’s supervisor. Reports should be accompanied by receipts for all individual expenses of $15.00 or more.
Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action up to and including termination of employment.

### 516 Computer and E-mail Usage

Computers, computer files, the e-mail system, and software furnished to employees are GGU property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Employees should not attempt to gain access to another employee’s personal file of e-mail messages without the latter’s express permission. GGU management will not enter an employee’s personal e-mail files unless there is a business need to do so. GGU retains a copy of all passwords; passwords unknown to GGU may not be used. System security features, including password and message delete functions, do not neutralize GGU’s ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

GGU strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, GGU prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

GGU purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, GGU does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. GGU prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, the Human Resources Department or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

### 517 Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by GGU to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.
All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of GGU and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of GGU. As such, GGU reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by GGU in violation of law or GGU policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
• Using the Internet for political causes or activities, religious activities, or any sort of gambling
• Jeopardizing the security of the organization’s electronic communications systems
• Sending or posting messages that disparage another organization’s products or services
• Passing off personal views as representing those of the organization
• Sending anonymous e-mail messages
• Engaging in any other illegal activities

518 Workplace Monitoring

Workplace monitoring may be conducted by GGU to ensure quality control, employee safety, security, and customer satisfaction.

Computers furnished to employees are the property of GGU. As such, computer usage and files may be monitored or accessed.

GGU may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Because GGU is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

519 Privacy in the Workplace

While GGU reserves the right to conduct video surveillance of non-private workplace areas, it is the policy of the University that no individual or group of employee(s) record in any format conversations or actions (through video, audio, telephone, computer, photograph or any other means that is currently available or developed in the future) of other employees without prior consent of all parties involved or authorization of the University either through prior approval or sanction of University events. Furthermore, computers, desks, and telephones are the property of the University. As such, employees should not have an expectation of workplace privacy. The University will not be held liable for any such action taken by individuals or groups.

Additionally, the University recognizes the importance of protecting access to nonpublic personal information. Data will only be collected that is legally required and pertinent to the effective conduct of GGU business. It is the responsibility of every employee to protect sensitive and/or confidential information from unauthorized access. GGU restricts access to information including social security numbers, personnel files, medical records, or other information of a sensitive nature to those employees or service providers who need to know the information in order to provide products, services, or conduct University business. Employees who encounter unauthorized or exposed confidential information should immediately report it to their supervisor or Human Resources. It is expected that all employees protect sensitive information from unauthorized persons and/or businesses.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment and/or may be subjected to criminal/civil prosecution/legal action.
**520 Telecommuting**

Telecommuting is the practice of working at home or at a site near the home instead of physically traveling to a central workplace. It is a work alternative that GGU may offer to some employees when it would benefit both the organization and the employee.

Employees who believe telecommuting can enhance their ability to get the job done should submit a written request to their managers proposing how it will benefit GGU and themselves. The request should explain how they will be accountable and responsible, what equipment is necessary, and how communication barriers will be overcome.

The decision to approve a telecommuting arrangement will be based on factors such as position and job duties, performance history, related work skills, and the impact on the organization.

The employee’s compensation, benefits, work status, work responsibilities, and the amount of time the employee is expected to work per day or per pay period will not change due to participation in the telecommuting program (unless otherwise agreed upon in writing).

The employee’s at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor. If such a schedule has not been agreed upon, the employee’s work hours will be assumed to be the same as they were before the employee began telecommuting. Changes to this schedule must be reviewed and approved in advance by the employee’s supervisor.

During working hours, the employee’s at-home workspace will be considered an extension of GGU’s work space. Therefore, workers’ compensation benefits may be available for job-related accidents that occur in the employee’s at-home workspace during working hours. All job-related accidents will be investigated immediately.

GGU assumes no responsibility for injuries occurring in the employee’s at-home workspace outside the agreed-upon work hours. The employee agrees to maintain safe conditions in the at-home work space and to practice the same safety habits as those followed on GGU’s premises.

In the case of an injury while working at home, the employee will immediately report the injury to the immediate supervisor to get instructions for obtaining medical treatment.

Telecommuting is an alternative method of meeting the needs of the organization and is not a universal employee benefit. As such, GGU has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.

**522 Workplace Violence Prevention**

GGU is committed to preventing workplace violence and to maintaining a safe work environment. Therefore, GGU has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of GGU without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts
of harassment, including harassment that is based on an individual’s sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

GGU will promptly and thoroughly investigate all reports, all acts violence or threats of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, GGU may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

GGU encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. GGU is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.
Section 6: Leaves of Absence

601 Family and Medical Leave (FMLA)

The federal Family and Medical Leave Act (FMLA) allows employees who meet the eligibility requirements to take up to 12 workweeks of leave within a 12-month period of time for the following reasons:

- The employee’s own serious health condition (including pregnancy-related conditions),
- The serious health condition of an employee’s family member, or
- To care for a newly born or to care for a child placed with the employee for adoption or foster care (“bonding leave”).

A serious health condition means an illness, injury, impairment, or physical or mental condition which causes an employee to be unable to perform any one or more of the essential functions of his or her job. A serious health condition involves one of the following:

- Inpatient care in a hospital, hospice or residential health care facility, including any period of incapacity or any subsequent treatment in connection with that inpatient care.
- Continuing treatment by a health care provider.

Employees with at least one year of employment with GGU, who also have provided at least 1,250 hours of service during the 12 months preceding the leave request date, are eligible for family and medical leave under the FMLA.

Notice to Employer

Employees should notify Human Resources of a need for a leave of absence by providing timely notice when the leave begins (or is expected to begin) as well as when the leave ends (or is expected to end). A Leave of Absence Request form should be completed at least 30 days in advance of the date of a foreseeable leave. If the need for a leave of absence is unforeseeable, the employee should notify GGU within five (5) days of learning of the need for a leave of absence. Failure to comply with these notice rules may result in the delay of the requested leave until compliance is obtained.

Medical Certification

Human Resources must receive written certification by a qualified health care provider of an employee’s need for a leave of absence due to his or her own serious health condition, or the serious health condition of a family member. A Certification of Physician or Practitioner should be completed and returned to Human Resources. (The employee may substitute other suitable certification from his or her health care provider). Employees must furnish the required certification within 15 calendar days after GGU requests certification, unless it is not practical under the
circumstances to do so. Failure to provide the required certification in a timely manner may result in the denial of the leave until such certification is provided.

Where the leave is requested because of the employee’s own serious health condition, the certification should include:

- The date the serious health condition commenced,
- The probable duration of the serious health condition, and
- A statement that, because of the serious health condition, the employee is unable to perform the essential functions of his or her job with GGU.

**Release to Return to Work**

Before an employee may return to work from a leave of absence due to his or her own serious health condition, Human Resources must receive another Certification of Physician or Practitioner, or other written certification signed by a health care provider, stating that the employee can safely perform all of the essential functions of his or her position with or without reasonable accommodation. An employee’s return to work may be delayed until Human Resources receives this release.

**Reinstatement**

GGU will reinstate an employee to the position he or she held before the leave began, or to an equivalent position that is virtually identical to the original position in terms of pay, benefits, promotional opportunities, and working conditions. However, an employee does not have an unfettered right to return to the same position.

If the employee and his or her manager have agreed upon a definite date of return, the employee shall be reinstated on that date if the manager has been notified in advance that the employee can return to work. If the length of the leave has not been established, or if the employee cannot return to work earlier than the date originally established, we will return the employee to work within two business days of the date after the employee notifies his or her manager that he or she can return to work.

**When Reinstatement Can Be Denied**

GGU may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous economic injury to GGU’s operation. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the University’s employees.

A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if GGU determines that substantial and grievous economic injury to the University’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the University will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the University to suffer substantial and grievous economic injury. If the University realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) calendar days to return to work following the notice of its intent to refuse reinstatement.
An employee has no greater right to reinstatement, or to other benefits and conditions of employment, than if she or he had been continuously employed during the absence. GGU may refuse to reinstate an employee where the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee’s FMLA leave.

**Use of Paid Time Off**

FMLA leave is unpaid. However, GGU requires an employee to substitute hours of paid time off (that is, unused sick leave and accrued vacation time) for periods of unpaid leave due to the employee’s own serious health condition. If the leave is for the purpose of caring for a family member, an employee must substitute hours of sick leave for unpaid time off, but an employee may elect to substitute vacation time for any period of unpaid leave. The substitution of paid time off for unpaid leave cannot extend the length of the leave.

**Group Health Insurance Coverage While On FMLA**

GGU will maintain coverage for any employee and any covered dependent(s) under our group health insurance plan during a leave qualified under the FMLA. Health care coverage will be at the same level, and under the same conditions, as coverage would have been provided had the employee otherwise remained continuously employed. Our obligation to continue group health insurance coverage begins on the first day on which a job-protected leave begins.

This obligation continues up to a maximum of 12 workweeks of coverage in a 12-month period. The 12-month period is measured on a “rolling basis” looking backward from the date an employee uses any family care and medical leave. Each time an employee takes family care and medical leave, therefore, the remaining leave entitlement would be any balance of the 12 workweeks of coverage that has not been used during the immediately preceding 12 months. Thereafter, if an employee remains on a leave of absence, he or she may elect continued health care coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

During an employee’s leave of absence, he or she must pay the usual share of the monthly premiums (if any) in order to maintain health insurance coverage. GGU will continue to pay its portion of any health insurance premiums. An employee will be affected by any increases in premium rates or other plan benefit changes while on leave.

An employee must make arrangements to pay his or her share of the health insurance premiums if on a leave and payroll deductions cannot be made. If the employee is substituting paid time off for unpaid leave, premiums may be deducted from the paycheck as usual. If the employee is not substituting paid time off or is on unpaid leave, he or she is responsible for arranging to pay the usual share of the monthly premiums. Human Resources will work with the employee to come to mutual agreement on a premium payment plan.

If GGU decides to maintain an employee’s coverage while on leave by paying the employee’s share of the health insurance premiums, then we reserve the right to recover that amount from the employee.

**Repayment of Group Health Insurance Premiums**

An employee may be required to repay the health insurance premiums GGU has paid during any unpaid leave of absence if he or she does not return to work, unless the reason for not returning is due to:
• The continuation, recurrence or onset of a serious medical condition that would entitle the employee to take a leave of absence, or

• Other circumstances beyond the employee’s control.

Other Benefits

An employee will retain his or her status as an employee during a leave of absence qualified under the FMLA. The leave will not constitute a break-in-service for purposes of longevity or under any employee benefit plan. An employee will not accrue any seniority during an FMLA leave. However, upon returning to work after an FMLA leave, an employee shall have the same seniority and benefits as before.

State Disability Insurance

When an employee applies for California State Disability Insurance (SDI) benefits, SDI payments will be integrated with any vacation and sick leave payments so that an employee does not receive more than 100% of regular base pay during any normal pay period.

603 Personal Leave

GGU provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

Regular full-time employees

Eligible employees may request personal leave only after having completed 365 calendar days of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor.

Personal leave may be granted for a period of up to 30 calendar days every two years. With the supervisor’s approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by GGU until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by GGU according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, GGU cannot guarantee reinstatement in all cases.
If an employee fails to report to work promptly at the expiration of the approved leave period, GGU will assume the employee has resigned.

### 605 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee’s return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

### 607 Pregnancy Disability Leave (PDL)

California’s Pregnancy Disability Leave (PDL) requires employers with five or more employees to provide women disabled due to pregnancy, childbirth, or related medical conditions an unpaid leave of absence for the duration of the disability, up to a maximum of four months (or 88 workdays) per pregnancy. PDL is separate from, and in addition to, an employee’s right to any “bonding leave” taken under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). A PDL will run concurrently with any FMLA leave entitlement provided the employee is qualified for leave under the FMLA. A PDL will not run concurrently with the CFRA, since this is a leave entitlement that specifically excludes pregnancy or conditions of childbirth. A PDL need not be taken in one, continuous block of time, but may be taken on an as-needed basis, in minimum increments of one hour, but may not exceed four months total.

Events That May Entitle an Employee to Leave

The fourth-month Pregnancy Disability Leave allowance includes any time taken (with or without pay) for any of the following reasons:
1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

2. The employee needs to take time off for prenatal care.

**Notice to Employer**

Employees should notify Human Resources of a need for a PDL by providing notice when the leave begins (or is expected to begin) as well as when the leave ends (or is expected to end). A Request for a Leave of Absence form should be completed at least 30 days in advance of a need for a foreseeable leave. If the need for a leave of absence is unforeseeable, the employee should notify GGU within five days of learning of the need for the leave. Failure to comply with these notice rules may result in the delay of the requested leave until compliance is obtained.

**Medical Certification**

An employee must provide Human Resources with written certification by a qualified health care provider of the need for a leave of absence due to a pregnancy disability. A Certification of Physician or Practitioner form should be completed and returned to Human Resources. (The employee may substitute other suitable certification from his or her health care provider). Employees must provide the required certification within 15 calendar days after GGU requests certification, unless it is not practicable under the circumstances to do so. Failure to provide the required certification in a timely manner may result in the denial of the leave until such certification is provided.

When a PDL is requested, the certification shall include:

- The date the pregnancy disability commenced,
- The probable duration of the pregnancy disability, and
- A statement that, because of the pregnancy disability, the employee is unable to perform the essential functions of her job.

**Release to Return to Work**

As a condition of returning to work at the conclusion of a PDL, an employee is required to obtain medical certification of fitness to return to work. Furthermore, an employee should provide GGU with medical certification once the pregnancy disability is over, if she is eligible and elects to remain on a “bonding leave” with the newborn.

**Reinstatement**

Upon timely return at the expiration of the Pregnancy Disability Leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee’s Pregnancy Disability Leave or each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would have substantially undermined the University’s ability to operate the business safely and efficiently. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with
the returning employee would substantially undermine the University’s ability to operate the business safely and efficiently. A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

When a request for Pregnancy Disability Leave is granted to an employee, the University will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

Before an employee will be permitted to return from a Pregnancy Disability Leave of three days or more, the employee must obtain a certification from her health care provider that she is able to resume work.

If the employee takes FMLA leave for reason of the birth of her child at the expiration of her Pregnancy Disability Leave, her right to reinstatement is governed by the Family Care and Medical Leave policy, not by this policy.

If the employee can return to work with limitations, the University will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the University.

**Use of Sick and Vacation Time**

PDL is unpaid. An employee must use hours of accrued sick leave during her leave of absence, but she may elect to substitute accrued vacation time during the unpaid leave. However, the total amount of PDL will not be extended by the amount of any paid leave used during the leave. An employee will not accrue any vacation time or sick leave during a PDL, nor will an employee be eligible for holiday pay.

**Group Health Insurance Coverage While On PDL**

If the employee is covered under the FMLA while on a PDL, we will maintain health insurance coverage under the group health plan during the FMLA qualified leave. If the employee is not covered under the FMLA, our obligation to continue group health insurance coverage ends as of the last day of the month in which PDL begins. After this time, the employee may elect to continue health care coverage as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

**Other Benefits**

An employee will retain her status as an employee during a PDL. A PDL will not constitute a break-in-service for purposes of longevity or under any employee benefit plan. An employee will not accrue any seniority during a PDL. However, upon returning to work from a PDL an employee shall have the same seniority and benefits as before.

**State Disability Insurance**

When an employee applies for California State Disability Insurance (SDI) benefits, SDI payments will be integrated with any vacation and sick leave payments so that an employee does not receive more than 100% of regular base pay during any normal pay period.
608 California Family Rights Act (CFRA)

Employees with at least one year of employment with GGU, who also have provided at least 1,250 hours of service during the 12 months preceding the leave request date, are eligible for family care and medical leave under the California Family Right Act (CFRA).

CFRA leave is unpaid. However, GGU requires an employee to substitute hours of paid time off (that is, unused sick leave and accrued vacation time) for periods of unpaid leave due to the employee’s own serious health condition. If the leave is for the purpose of caring for a family member, an employee must substitute hours of sick leave for unpaid time off, but an employee may elect to substitute vacation time for any period of unpaid leave. The substitution of paid time off for unpaid leave cannot extend the length of the leave.

A leave of absence qualified under the CFRA is essentially identical to the federal Family and Medical Leave Act (FMLA). (The section of FMLA may be consulted for most information relative to the CFRA.) A leave of absence under the CFRA may run concurrently with leave under the FMLA; however, unlike the FMLA, the CFRA does not regard pregnancy or related conditions of childbirth to be a disability, because California provides for a separate Pregnancy Disability Leave (PDL). Therefore, in cases of maternity, an eligible employee may use the CFRA for up to 12 weeks of “bonding leave” only after exhausting any PDL.

Under the CFRA an eligible employee may be granted a maximum of 12 workweeks of family care and medical leave during any 12-month period. The 12-month period is measured on a “rolling basis,” looking backward from the date an employee uses any family care and medical leave. As a result, each time an employee takes family care and medical leave under the CFRA, the remaining leave entitlement would be any balance of the 12 weeks that have not been used during the immediately preceding 12 months.

Family care and medical leave taken for the birth of a child, the placement of a child for adoption or foster care, or bonding leave must generally be taken in segments of no less than two weeks’ duration, unless GGU and the employee agree otherwise.

The 12 weeks of bonding leave is available to eligible male and female employees alike. Accordingly, an eligible male employee may take a parental leave of absence to bond with a newborn or newly adopted child under the CFRA. GGU requires the substitution of sick pay for any unpaid time off; however, the employee may elect to substitute vacation pay for any unpaid time off. If both the mother and the father work for GGU, certain limitations are placed on the amount of leave time allotted to each under the CFRA.

609 Expanded Sick Leave (“Kin Care”)

GGU employees are allowed to use accrued sick leave when there is a need to take time off from work to care for a sick parent, spouse, domestic partner, or child. California’s law (AB 109) guarantees that the annual amount of sick leave available for “kin care” must be at least half of that accrued by the employee in one year. For example, a worker who accrues 12 days of sick leave each year may use six days per year to care for an ill spouse, parent, domestic partner, or child. The remaining sick leave may be restricted to the worker’s own illness.
GGU’s expanded sick leave policy is intended to comply fully with California’s legal requirements regarding “kin care.” GGU will not interfere with any worker’s legitimate right to use sick leave in this way.

This law is not linked to the California Family Rights Act (CFRA) or the federal Family and Medical Leave Act (FMLA), but the text of the legislation states that it does not extend the maximum period of leave to which an employee is entitled under those laws, regardless of whether the employee receives sick leave compensation during that leave. Therefore, if a leave qualifies for FMLA or CFRA protection, the paid sick leave provided under this law would run concurrently with the leave entitlements offered by the federal and state laws.

610 “Small Necessities” Leave

GGU believes that parental involvement is critical to a child’s academic success. The purpose of this policy is to permit parents and guardians who are unable to meet with educators because of a work conflict the right to an allotment of time during the school year to attend necessary educational or behavioral conferences at the school the child attends.

Employees are entitled to a total of 40 hours of unpaid leave during any 12-month period to:

- Attend or participate in school activities directly related to the educational advancement of the employee’s child, such as parent-teacher conferences or interviewing for a new school.
- Accompany the child of the employee to routine medical or dental appointments, such as checkups or vaccinations.
- Accompany an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.

The leave provided by this policy will consist of unpaid leave unless the employee elects to use any paid vacation or compensatory leave provided by GGU.

The employee must provide written notice to his or her immediate supervisor at least 3 days prior to the date of requested leave. In emergency situations, no more than 24 hours’ notice shall be required. The employee must consult with the supervisor to schedule the leave so as not to unduly disrupt the operations of GGU.

Upon completion of school visitation rights by an employee, the employee must submit documentation of the school visit to GGU. The standard form of documentation should include the exact time and date of the visit, the purpose of the visit, and the signature of the school administrator or principal. The employee must submit verification to the employer within 7 days of the leave taken.

No employee shall lose any employee benefits for taking this type of leave, provided the leave has been pre-approved by GGU according to the procedures outlined above.

If both parents are employed by GGU, a planned absence under this policy, at any one time, will be granted only to the parent who first gives notice. This policy is to be applied equally to all eligible employees.
Section 7: Employee Conduct

701 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, GGU expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized disclosure of business "secrets" or confidential information
- Unsatisfactory performance or conduct

Employment with GGU is at the mutual consent of GGU and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

702 Drug- and Alcohol-Free Policy

GGU has adopted and implemented a program to prevent the unlawful possession, use or distribution of illicit drugs and alcohol by its employees and students on school premises or as part of any of its activities. In addition to compliance requirements of the Drug-Free Schools and Communities Act (as amended in 1989), GGU subscribes to providing a University environment free of drug and alcohol abuse. Every member of the GGU community – staff, faculty, students, alumni, and visitors – has the right and responsibility to pursue his or her professional and academic endeavors in a safe, effective, drug-free environment.
As part of its drug prevention program for employees and students, this policy contains the following information:

1. Standards of conduct that clearly prohibit the unlawful possession, use or distribution of illicit drugs and alcohol by employees and students on its property or as part of any of its activities;

2. A description of applicable local, state and federal legal sanctions pertaining to the unlawful possession, use or distribution of illicit drugs and alcohol;

3. A description of health risks associated with the use of illicit drugs, abuse or prescription and over-the-counter drugs, as well as the abuse of alcohol; and

4. A clear statement of the disciplinary sanctions that GGU will impose on employees and students who violate the standards of conduct.

   a. Employees found to be in violation of this policy may be subject to disciplinary action and/or corrective action, up to and including termination of employment.

   b. Students who violate this policy may be subject to suspension or expulsion.

   c. Employees or students who violate this policy (and concurrent California state statutes) may also be subject to criminal prosecution.

GGU encourages employees who suspect they have a substance abuse problem to seek assistance through the Employee Assistance Program (EAP). Students may seek assistance through the Center for Counseling and Psychological Services in the Division of Student Affairs.

The Vice President of Human Resources oversees employee compliance with the GGU Drug and Alcohol Free Policy. Department heads and supervisors and managers are also responsible for faculty and staff awareness and compliance with this policy. The Division of Student Affairs, through the Associate Dean of Student Affairs, oversees student compliance with the GGU Drug and Alcohol Free Policy.

**Health Risks of Alcohol and Drugs**

**Alcohol**

Alcohol acts as a depressant, affects moods, dulls the senses and impairs coordination, memory, reflexes and judgment. Other effects of alcohol abuse may be behavioral changes and self-destructive urges. Central nervous system damage may include poor vision, memory loss, loss of sensation and coordination, brain damage and seizures. Digestive tract damage may result in cancer of the mouth, irritation of the esophagus and stomach (nausea), stomach ulcers, inflammation/cancer of the liver, and cirrhosis of the liver. Hearth trouble may include high blood pressure, irregular heartbeat, angina or a heart attack. Malnutrition may also result from alcohol abuse.

**Other Drugs**

The use and abuse of illicit drugs may result in damage to the lungs, immune system, reproductive system, loss of memory, seizures, coma, malnutrition, behavioral changes (that include violence) as well as damage to the heart, liver and kidneys. Death may also occur with the use and/or abuse of
these drugs. Further abuse of prescription and over-the-counter drugs may have similar physiological effects.

The following drugs may cause, but are not limited to, damage as listed:

*Marijuana*

Damage to lungs, reproductive system and brain functions, impairment of memory and inability to concentrate.

*Cocaine*

Damage to lungs, immune system, malnutrition, seizures, increase in heart rate and breathing rate. Overdose may result in heart stops, coma or death.

*Heroin*

Overdose can cause coma and death.

*Hallucinogens*

Sudden, bizarre behavioral changes that may include extreme violence. Memory loss can be permanent.

*Amphetamines*

Sustained physical "high" that can lead to malnutrition, heart problems and death.

*Sedatives and narcotic pain pills (legal but considered controlled substance due to abuse)*

Liver and kidney damage.

*Anabolic Steroids*

Cardiovascular and reproductive systems impairment jaundice, sterility, heart attacks and strokes.

**Behavioral Education**

For employees, GGU has an Employee Assistance Program. Assist-U, GGU's employee assistance program vendor, provides confidential access to professional counseling services for help in confronting personal problems, including alcohol and other substance abuse. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services. Assist-U also conducts on-site educational seminars and workshops. For employees and students, the Division of Student Affairs offers a regularly-scheduled Alcohol Awareness Workshop.

**GGU Alcohol and Chemical Dependency Policies**

Employees and students are subject to sanctions for conduct which constitutes a hazard to the health, safety, or well-being of members of the GGU community or which is detrimental to GGU's interest, whether such conduct occurs on campus, off-campus or at GGU-sponsored events.
A chemically dependent person is dependent on alcohol or any other addictive substance (drugs). Chemical dependency causes behavioral problems or interferes with a person’s health, work or academic performance.

**Alcohol**

Possession or consumption of alcohol on campus is permitted on the following condition:

- At authorized GGU events. Alcoholic beverages, excluding wine and beer, may not be sold at student-sponsored events on a retail basis on GGU property or served at student-sponsored events held on campus.

In the State of California, the legal age for the consumption of alcoholic beverages is 21 years. Those under 21 years of age are considered minors and therefore cannot be given, sold or consume alcohol. The sale and service of alcohol is strictly regulated by the state Alcoholic Beverage Control (ABC) board. A “sale” of alcohol is broadly defined and includes any financial payment. When alcohol is served at any event, including meals, where tickets are sold, a permit is required from the ABC board.

In order to ensure that the service of alcoholic beverages is kept in perspective at all GGU-sanctioned events, whether held on- or off-campus, the following conditions must be observed:

1. Alcoholic beverages shall not be served at GGU-sanctioned events unless prior written approval is obtained. (See “Obtaining Approval to Serve Alcoholic Beverages at a University-Sanctioned Event.”)

2. Consumption of alcoholic beverages shall not be the main focus or purpose of the event.

3. The individual or organization sponsoring the event is responsible for compliance with all applicable laws, regulations and GGU policies.

4. All individuals wishing to be served an alcoholic beverage may be required to present a valid identification card that includes birth date or age.

5. No person under 21 years of age shall be served an alcoholic beverage.

6. No person shall be served alcoholic beverages if that person is, or may be, intoxicated.

7. No person under the age of 21 shall present any written evidence of his or her age that is false, fraudulent or not actually his or her own to purchase or be served, or to try to purchase or be served, any alcoholic beverage or to gain access or to try to enter any event or activity at which any alcoholic beverage is being served.

8. No person shall in any way misrepresent the age of another person or help another person to misrepresent his or her age so that such person can be served or try to enter any event or activity in which alcohol is being served.

9. Non-alcoholic beverages must be available at that event and featured as prominently as the alcoholic beverages.

10. Food items must be available in sufficient quantity for the number of persons attending the event and to serve as an alternative stimulus for social interaction.
11. If alcohol is to be advertised, the availability of non-alcoholic beverages must be noted in the same advertisement.

12. The Associate Dean of Student Affairs, the Vice President of Human Resources and/or the Director of Business Services may impose whatever further condition(s) and/or restriction(s) they think necessary in order to ensure compliance with this policy.

Obtaining Approval to Serve Alcoholic Beverages at a University-Sanctioned Event

In order to obtain approval to serve alcohol at GGU-sanctioned events, whether held on- or off-campus, the following conditions must be observed:

1. Persons hosting or sponsoring University-sanctioned events where alcoholic beverages will be served must attend an Alcohol Awareness Workshop through the Division of Student Affairs.

2. Persons requesting approval for serving alcoholic beverages at events sanctioned by GGU must complete and submit a Request for Approval to Serve Alcoholic Beverages at a University-Sanctioned Event.

3. For University-sanctioned events where alcoholic beverages will be served and the attendees are predominantly or exclusively employees, approval must be obtained from the Vice President of Human Resources.

4. For University-sanctioned events where alcoholic beverages will be served and the attendees are predominantly or exclusively students, approval must be obtained from the Dean of Students.

5. The Dean of Students and/or the Vice President of Human Resources may impose whatever further condition(s) and/or restriction(s) they think necessary in order to ensure compliance with this policy.

Chemical Dependency

GGU believes chemically dependent persons can and should be effectively treated and rehabilitated. The University views this problem primarily as a disease that can be treated and not as reflective on the moral character of the employee or student. The primary goals are the restoration of the person to full physical and psychic health and their ability to function productively in personal and professional relations.

GGU encourages employees who suspect they have a chemical dependency problem, even in its earliest stages, to seek assistance through the Employee Assistance Program (EAP). Students may seek assistance through the Center for Counseling and Psychological Services in the Division of Student Affairs.

Disciplinary Procedures

Standards of Conduct and Disciplinary Action for Employees

The University strives to maintain a workplace free from the illegal use, possession or distribution of controlled substances (as defined in Schedules I through V of the Controlled Substances Act, 21 University States Code 912, as amended). Unlawful manufacture, distribution, dispensation, possession, or use of controlled substances by University employees in the workplace or on
University business is prohibited. In addition, employees shall not use illegal substances or abuse legal substances in a manner that impairs performance of assigned tasks.

The Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) requires that University employees directly engaged in the performance of work on a federal contract or grant shall abide by this policy as a condition of employment and shall notify the University within five (5) days if they are convicted of any criminal drug statute violation occurring in the workplace or while on University business. The University is required to notify the federal contracting or granting agency within ten (10) days of receiving notices of such conviction and to take appropriate corrective action, or to require the employee to participate satisfactorily in an approved drug-abuse assistance or rehabilitation program. Among the disciplinary sanctions that may be imposed on employees are: verbal warning, written warning, suspension, termination and referral for prosecution. The University may require completion of an appropriate rehabilitation program as a disciplinary sanction (See “Legal Sanctions”).

**Disciplinary Action Regarding Alcohol and Other Drug Use by Students**

The University has the authority to initiate disciplinary procedures that could result in suspension or expulsion from the University, loss of privileges, or any of a number of lesser sanctions for violation of the Student Code. The following conduct, as it relates to alcohol and other drugs, is prohibited on the University premises or at University-sanctioned events, wherever it may occur. (The same conduct, though occurring off University premises and not at University events may nonetheless be subject to University sanctions when it adversely affects the University, its educational mission or its community.)

1. Use, possession, sale, distribution or manufacture of, or the attempted sale, distribution, or manufacture of any drug – including alcohol – on University properties or at official University functions that is unlawful or otherwise prohibited, limited, or restricted by University policy or regulations.

2. GGU hearing proceedings do not preclude the referral of infractions to appropriate authorities for criminal investigation and prosecution. (See “Legal Sanctions”).

**Legal Sanctions**

The federal and state laws cited below are valid at the time of the production of this document and are subject to change without notice.

**Federal Laws**

Under federal law, the manufacture, possession, sale or distribution of illicit drugs, e.g., cocaine, methamphetamines, heroin, PCP, LSD, fentanyl, and mixtures containing such substances, is a felony with penalties that include imprisonment, or imprisonment and severe fines. Federal laws also prohibit the trafficking or any of the above drugs, including marijuana, hashish and mixtures containing such substances. Penalties include imprisonment and severe fines. Special provisions apply to the possession of crack cocaine, which include enhanced prison terms and fines.

Distribution or possession with the intent to distribute a controlled substance on University property requires sentencing enhancement of up to twice the prescribed sentence for the original offense, and at least twice the prescribed amount of parole time.

Persons convicted of possession or distribution of controlled substances can be barred from receiving benefits from any and all federal programs (except certain long-term drug treatment programs), including contracts, professional and commercial licenses, and student grants and
loans. Health care providers are barred from receiving federal insurance program payments upon conviction of a criminal offense involving distributing or dispensing controlled substances. Property, including vehicles, vessels, aircraft, money, securities or other things of value which are used in, intended for use in, or traceable to transactions that involve controlled substances in violation of federal law are subject to forfeiture to the government. Finally, aliens convicted of violating any state, federal or foreign law or regulation are subject to deportation and exclusion from entry to the United States.

**California Laws**

No person may sell, furnish, or give, or cause to be sold, furnished or given away, any alcoholic beverage to a person under age 21 or to any obviously intoxicated person. No person under age 21 may purchase alcoholic beverages or possess alcoholic beverages on any street or highway or in any place open to public view. It is illegal to sell alcohol without a valid liquor license or permit. It is unlawful for any person to drink while driving, to have an open container of alcohol in a moving vehicle, or for adults to drive with a blood alcohol content (BAC) of 0.08% or higher. Drivers under age 21 are prohibited from operating a motor vehicle if they have a BAC of 0.01% or greater. It is also illegal to operate a bicycle, water vessel, water ski or aquaplane while intoxicated.

Penalties for a first drunk-driving offense include attending a 3-month alcohol/drug program, fines up to $1,000 plus administrative costs, up to one year in jail, and driver's license suspension up to one year. Second offenses are punishable by fines up to $5,000, imprisonment up to one year, driver's license revocation for three years, and a required drug/alcohol program of up to 30 months. Third and fourth offenses carry similar sanctions, plus three- to five-year revocations of driver's license. Driving privileges are suspended for one year for refusing to submit to a blood alcohol content test, for two years if there is a prior offense within seven years, and for three years with three or more offenses within seven years.

Under California law, first offenses involving the sale or possession for sale of amphetamines, barbiturates, codeine, cocaine, Demerol, heroin, LSD, Mescaline, Methadone, Methamphetamine, morphine, PCP, peyote, Quaalude, psilocybin, or over one ounce of marijuana are felonies punished by imprisonment in the state prison. Marijuana of less than one ounce is a misdemeanor punishable by six months to one year in the county jail. Manufacture of illegal drugs will result in more severe prison terms and fines. Penalties are severe for offenses involving manufacture or distribution of illegal drugs by convicted felons and for distribution within 1,000 feet of a school or university, including distribution near recreational facilities, to anyone under 18, or to someone in jail or prison. Personal property used in drug transactions are subject to seizure. The mere possession of most of these drugs is a felony carrying severe prison sentences.

**Review of This Policy**

This policy will be reviewed by the University biennially to determine the policy’s effectiveness and implement changes to the program(s) if they are needed, and to ensure that the sanctions outlined in the policy are consistently applied.

**703 Discrimination and Harassment**

Golden Gate University is committed to creating a university-wide environment free of all forms of discrimination, harassment, exploitation, or intimidation. As members of an organization that holds high the principals of mutual respect, teamwork, and honest communications, each of us shares in the responsibility for ensuring an atmosphere in which students, faculty, and staff are consistently
treated with both consideration and respect, and are protected from unlawful discrimination or harassment, including sexual harassment or assault.

Summary of Policy

This policy provides members of the University community with information about applicable federal and state standards that apply to this policy; behaviors that constitute unlawful discrimination, harassment and sexual assault; the University’s guidelines on interpersonal relationships among students, faculty and staff; reporting and investigation procedures in the event of a complaint; and additional resources in the event of sexual assault. University employees and students are expected to follow this policy in its entirety.

Applicable Standards

In accordance with federal and/or state law, Golden Gate University policy prohibits discrimination or harassment based on race, color, national origin, ancestry, gender, gender identity, sexual orientation, marital status, pregnancy, childbirth, medical condition related to pregnancy or childbirth, religion, religious creed, age, veteran’s status, physical or mental disability, medical condition, or any other basis that is protected by law. Under the law, these forms of description are referred to as one’s membership in a “Protected Class” of people. Applicable laws governing these prohibitions include Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and the California Fair Employment and Housing Act.

For the purpose of this policy, “discrimination” is any decision, act, or failure to act which interferes with or limits a person’s or group’s ability to participate in or benefit from the services, privileges, or activities of the University when such decision, act, or failure to act is based on the person’s status as a member of a Protected Class.

Claims for harassment that are not based on an individual’s membership in a Protected Class shall be handled under the applicable disciplinary process.

The University’s policy prohibiting discrimination and harassment applies to all individuals involved in University operations, including students, faculty (full time and adjunct) and staff; applicants for admission or employment; and any persons doing business with or for the University.

Forms of Harassment

Broadly speaking, harassment occurs whenever offensive or unwelcome conduct, in school or at work, affects a person’s performance. Under the law, there are two kinds of discriminatory harassment – quid pro quo harassment of a sexual nature where someone is threatened with a negative consequence unless certain favors are granted ("put out or get out"), or where someone is seduced by the promise of a positive consequence. Power, or lack of it, is usually a factor in this type of discriminatory harassment.

The second kind of discriminatory harassment is called hostile environment. Hostile environment harassment may occur whenever someone’s offensive conduct has the effect of interfering with another’s work or academic performance. For example, words or behaviors that put down an individual by insulting an aspect of the person’s identity (race, sexual orientation, gender, national origin, age, etc.) can create a hostile work or study environment for that individual.

It is easy to recognize quid pro quo harassment, but hostile environment harassment frequently
goes unrecognized or is not acknowledged either by the victim or by the one who is causing the problem. Words or behaviors that are considered severe enough to create a hostile environment may be determined by factors such as the following:

- whether the conduct was physical or verbal
- how frequently the conduct was repeated
- whether the conduct was obviously offensive
- whether the conduct was by more than one person or directed at more than one person.

In other words, whenever a problem situation reveals a pattern of offensive behavior (targeting one’s race or national origin or sexual orientation, for example), or when the problem involves unwelcome sexual advances (making a proposition, paying too much attention, sending obscene electronic messages, etc.) hostile environment harassment may be found. The earlier this is recognized the sooner it can be stopped.

**Sexual Harassment**

Sexual harassment may be viewed as gender-based discrimination. Prohibited forms of sexual harassment include but are not limited to the following kinds of behavior:

- **Verbal conduct**, such as sexual epithets, derogatory jokes or comments, slurs, or unwanted sexual advances;
- **Visual conduct**, such as derogatory or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- **Physical conduct**, such as assault, unwanted touching, or blocking/interfering with an individual’s ordinary movement or activities;
- **Misuse of property**, such as using University computers, e-mail, or web services as a mode of communicating prohibited verbal or visual messages;
- **Abuse of authority**, such as making submission to sexual advances a term or condition of an individual’s academic advancement or employment;
- **Unprofessional conduct**, such as creating an academic or employment environment that could reasonably be perceived as intimidating, hostile, or abusive.

Sexual harassment may take many forms. It may be subtle and indirect or blatant and overt. It may be conduct affecting an individual of the opposite sex or conduct affecting an individual of the same sex. It may occur between peers or between individuals in a hierarchical relationship. The fact that someone did not intend to sexually harass an individual is no defense to a complaint of sexual harassment. Regardless of intent, it is the effect and characteristics of the behavior that determine whether the behavior constitutes sexual harassment.

**Interpersonal Relationships**

Golden Gate University seeks to maintain a professional educational environment. Actions of faculty members and employees that are unprofessional or appear to be unprofessional are inconsistent with the University’s educational mission. It is essential that those in a position of authority not abuse, nor appear to abuse, the power and influence with which they are entrusted. Therefore, it is in the University’s interest to provide clear direction and education with regard to romantic and/or sexual relationships between faculty or staff and a member of the University community for whom they have teaching, evaluative, advising or supervisory responsibilities.
Romantic and sexual relationships, including those that are consenting or appear to be consenting, between supervisor (meaning any person in authority over another to hire and/or make employment or salary recommendations or oversee task performance or who are in a position to influence employment determinations by other supervisors) and employee (meaning any person reporting to the supervisor or reporting within the chain of command to the supervisor) and between any instructional staff and a student, and between any employee and a student have the potential for extremely serious consequences and must be avoided.

The university recognizes that as a benefit of employment, spouses, partners and dependents may become members of the student community. This policy is not designed to discourage employees and faculty from taking advantage of this benefit. However in such circumstances, a supervisory or instructional relationship with the student is prohibited.

Potential for Abuse of Authority & Influence

Individuals entering into a consensual relationship must recognize that:

a. the reasons for entering such a relationship may be a function of a difference in authority and influence between the individuals;

b. where the difference in authority and influence exists, even in a seemingly consensual relationship, there are limited after-the-fact defenses against charges of sexual harassment; and

c. the individual with the greater authority and influence in the relationship may bear the burden of responsibility.

Codes of ethics for many professional associations forbid professional-client relationships, and the relationships enumerated above should be viewed in this context. In the case of instructor and student, for example, the respect and trust accorded the instructor by the student, as well as the controlling influence exercised by the instructor in giving grades, academic advice, evaluations, and recommendations for further employment greatly diminish the student’s actual freedom of choice in an amorous or sexual relationship.

Conflict of Interest

Conflicts of interest may arise in connection with consensual romantic and/or sexual relationships between instructional staff and students, supervisors and subordinates, or between employees and students. It is a generally accepted ethical principle in our society, reflected in the University’s “Employment of Relatives” policy that individuals are precluded from evaluating the work of others with whom they have intimate familial relationship, or from making hiring, salary or similar financial decisions concerning such persons. The same principle applies to consensual romantic and/or sexual relationships.

Responsibility for Reporting Relationships Between Employees

Faculty, supervisors and other employees should understand that there are substantial risks in even an apparently consenting relationship. This is particularly evident where a difference in influence or authority exists. Even if the conflict of interest issues are resolved, charges of sexual harassment or violation of the University’s “Employment of Relatives” policy may develop, even when both parties have consented to the relationship. The faculty member, supervisor or other employee may, by virtue of his or her position of authority and responsibility, bear the burden of accountability.
If a romantic and/or sexual relationship exists or develops as described under “Interpersonal Relationships” above, the parties involved shall report it to an appropriate supervisor. For example, a faculty member must report the matter immediately to the department chair and/or Dean; an employee must report the matter to his/her supervisor. Once notified, the supervisor, in conjunction with Human Resources, will assess individual situations for the protection of individual and University interests. Failure to report such a relationship may result in disciplinary action, up to and including termination.

Any member of the University community who is troubled by an apparent romantic and/or sexual relationship that violates these policies between employees of the University should contact the Vice President of Human Resources. The Human Resources department will make inquiries consistent with the informal sexual harassment complaint procedure described below. At any time, the Vice President of Human Resources may initiate a formal complaint as described below.

**Relationships Between Faculty or Staff and Students**

Golden Gate University should embody the highest standards of professionalism, integrity, and mutual respect. The professional obligations of a University employee include refraining from any conduct that poses a serious risk of undermining the educational environment for any student at the University. Faculty/staff members must be free to evaluate and assist students fairly and without favoritism. All students must be free to engage intellectually with faculty/staff. Relationships formed between faculty/staff and students are affected by the context of the University environment, which includes the unequal distribution of power between faculty/staff and students.

For these reasons, and in furtherance of a positive educational and professional environment, the University prohibits relationships of a sexual and/or romantic nature between faculty/staff and students. These relationships have profound effects upon the student body, other faculty/staff members, and the involved students and faculty/staff members themselves. They inappropriately take the student-faculty/staff relationship out of an academic context and complicate that relationship with issues of a romantic and/or sexual nature. They also may create a hostile, discriminatory and/or unacceptable environment for other members of the University community.

The prohibition on romantic or sexual relationships between students and faculty or staff is intended to dispel any unfairness or appearance of unfairness that can be caused by such relationships. Rather than chilling meaningful personal relationships between faculty/staff and students, these policies are intended to enhance the roles of professors, administrators and staff, as teachers, scholars, counselors, mentors, and friends of students. These rich personal relationships between faculty/staff and students are an important strength of the University community.

This prohibition shall not apply to consensual situations where the faculty or staff member had a sexual and/or romantic relationship with the student in question prior to the time that the student enrolled at the University or the faculty or staff member became associated with the University. However, a faculty or staff member with such a pre-existing relationship with a student should avoid roles with direct academic, supervisory or professional responsibility for that student and must disclose the existence of that relationship to the appropriate Dean and to the Vice President of Human Resources at the time of the student's enrollment.

If a proscribed romantic and/or sexual relationship exists or develops, the parties involved are required to report it to the Vice President of Human Resources promptly. Failure to report such a relationship may result in disciplinary action, up to and including termination of the involved employee and up to and including expulsion of the student from the University.
Any member of the University community who is troubled by an apparent romantic and/or sexual relationship between an employee of the University and a student should contact the Vice President of Human Resources. The Human Resources department will make inquiries consistent with the informal sexual harassment complaint procedure described below. At any time, the Vice President of Human Resources may initiate a formal complaint as described below.

**Sexual Assault**

Sexual assault may be defined as the imposition of non-consensual sexual conduct, including but not limited to sexual intercourse, oral copulation, and penetration by a foreign object, or touching of the intimate parts of another. Sexual assault is absolutely prohibited, and any member of the University community found guilty of its commission may be subject to the sanctions hereinafter described. In addition, criminal and civil penalties may be imposed by state or federal authorities.

Consent generally means positive cooperation. The person must act freely and voluntarily and have knowledge of the nature of the act involved. A current or previous dating or marital relationship is not sufficient to constitute consent. The use of drugs, alcohol or any other intoxicant may prevent a person from giving consent.

Acquaintance rape, or date rape, is sexual intercourse undertaken by a friend or acquaintance without the consent of the other. Acquaintance rape is punishable in the same manner and to the same degree as similar conduct between strangers. Similarly, other acts of sexual assault are not affected by any acquaintanceship between the parties involved.

**Reporting Discrimination or Harassment**

The University understands that victims of discrimination or harassment are often embarrassed and reluctant to report these acts for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss these matters openly with others. However, no student or employee should have to endure discriminatory or harassing conduct, and the University therefore encourages persons to promptly report any such incidents so that corrective action may be taken. Who to make the report to, and how to report it, is described below.

**Help and Information**

The University’s Vice President of Human Resources serves as the University’s Title IX Compliance Officer. In this role, the Director is the campus’s primary resource on issues relating to perceived discrimination or harassment. Any person who would like advice or assistance in dealing with any instance of perceived discrimination or harassment, or in understanding this policy, should contact the Vice President of Human Resources.

The Dean of Students and the Associate Dean for Law Student Services (“Deans of Students” for purposes of this policy) are also valuable resources for students who have concerns about discrimination or harassment. Students are encouraged to contact one or both of these Deans of Students at any point in the process for help and advice.

**Making the Initial Report**

1. **If the accused is a student**, the incident should be reported to one of the Deans of Students, and/or the Vice President of Human Resources.
2. **If the accused is an employee of the University**, the incident should be reported to the Vice President of Human Resources. This includes faculty and staff.
3. **If the accused is a non-employee with a business relationship with the University**, the incident should be reported to the Vice President of Human Resources. This includes vendors and contractors.

4. **In other cases**, if the accused is not a student or an employee of Golden Gate University, and has no business relationship with the University, and the violation did not take place in a University-related setting, the University has no authority to take disciplinary action. However, University security should be informed of any situation that may present a danger to the students, faculty, staff or other members of the University community.

Individuals may also report illegal acts and/or violations of University policy via the University’s anonymous compliance reporting system, EthicsPoint.

Any individual who has been the victim of a sexual assault is encouraged to notify the University immediately. Whether or not an individual makes an official complaint to the University, he or she is strongly urged to seek immediate help, which may include receiving medical evaluation and treatment, and obtaining information, support and counseling.

Victims of sexual assault also may choose to report the matter to appropriate law enforcement authorities. Please see the information in the attached Appendix for more specific contact information. The University will make all reasonable efforts to assist students, faculty or staff in working with law enforcement.

**Retaliation**

No individual shall be penalized in any way for having reported or threatened to report discrimination or harassment, nor for cooperating with or participating in an investigation of a complaint or at a hearing concerning discrimination or harassment. Retaliation by any member of the University community against such an individual is prohibited and shall be considered a serious violation of University policy. Retaliation includes threats, intimidation, reprisals, and any adverse actions related to an individual’s employment or education.

**Confidentiality**

Where sexual harassment or assault has been reported, the University will make every effort to preserve the complainant’s privacy and protect the confidentiality of his or her information. However, complete confidentiality cannot be guaranteed. University personnel may need to inform other individuals to protect their safety or rights, in fairness to the persons involved, or in response to legal requirements. In addition, the University is required by law to report to the police certain statistical information about incidents occurring on campus which does not disclose individual identities. Finally, as noted below, the University may on its own initiative investigate allegations of discrimination or harassment, even in situations where the victim or initial complainant does not wish to proceed with an investigation, leading to a necessary disclosure of the name of the affected person and the facts of the underlying allegations.

**Complaint Procedures**

The University has put in place complaint procedures that apply to complaints of misconduct by students, faculty and staff. The following informal and formal complaint procedures apply specifically and solely to any problem of perceived discrimination or harassment, including sexual harassment or assault.
Informal Complaint Procedure

Depending upon the nature and seriousness of the discrimination or harassment reported, any individual who believes that he or she has been treated inappropriately may want first to attempt to resolve the matter informally, by discussing the situation honestly, thoroughly, respectfully, and in a timely manner, with the other person who is involved. An attempt at an informal resolution is not, however, a prerequisite for bringing a formal complaint.

In attempting to deal with the problem informally, the aggrieved individual may seek the advice and assistance of any appropriate University official. For example, a student may wish to speak with his/her academic advisor; a member of the faculty may wish to speak with his/her department chairperson or Dean; or a staff member may wish to speak with his/her supervisor. Alternatively, any member of the University community may consult with the Vice President of Human Resources.

An informal complaint need not be in writing.

- If the complaint is directed at a member of the University faculty or staff, the matter may be concluded with an informal discussion between the appropriate academic or administrative Dean, the Vice President of Human Resources, and the alleged offender, whom the Vice President of Human Resources will inform about the nature and substance of the complaint.

- If the complaint is directed at a student, the matter may be concluded with an informal discussion between the appropriate Dean of Students, the Vice President of Human Resources, and the student against whom the complaint was made.

- If the complaint is initiated against a Dean of Students, the matter may be concluded with an informal discussion between the Vice President of Human Resources, the Vice President of Academic Affairs, and the Dean of Students.

- If the complaint is initiated against the Vice President of Human Resources, the matter may be concluded with an information discussion between the Vice President of Business Affairs and the Vice President of Human Resources.

In each case, the person against whom a complaint has been made shall be informed about the nature and substance of the complaint. The focus of the discussion shall be to raise the sensitivity of the person complained about to incidents of the kind alleged for the purpose of attempting to avoid similar incidents in the future. The discussion should be held within 30 days after the filing of the complaint.

After the discussion with the alleged offender, the Vice President of Human Resources, the Dean of Students, and/or an appropriate University official shall meet with and inform the complainant of the discussion and that the matter is forthwith closed, and shall confirm such fact in writing. If the complainant then wishes to pursue the matter, he or she may initiate a formal complaint at any time within one year of the date of the conduct which is the basis of the complaint.

Any University manager who becomes aware of a situation that involves alleged discrimination or harassment should keep a written record relating to the case (e.g., dates and summaries of conversations). The manager should also contact the Vice President of Human Resources to ensure that the Director has an overview of all complaints that have been voiced. The University also encourages the complainant to keep a written record relating to his or her attempt to resolve
the problem informally. This documentation may be helpful in cases where a problem persists despite the informal efforts to resolve it.

Any University employee who becomes aware of a situation that involves alleged discrimination or harassment should inform his or her manager of the facts regarding the case.

It is important to note that in any situation involving alleged discrimination or harassment, including sexual harassment or assault, the University owes a duty to the University community as a whole as well as to the complainant to take prompt and effective remedial action, and is obligated to conduct a thorough and timely investigation to its conclusion, even if the complainant requests that an investigation not be conducted or that an investigation be discontinued.

**Formal Complaint Procedure**

If the problem is not informally resolved to the satisfaction of the individual, or if he or she does not want to deal with the problem informally, a formal complaint may be brought. In addition, a formal complaint may be brought at any time by any member of the University community – student, faculty, or staff – who believes that discrimination or harassment has occurred. Investigation and proceedings will differ depending upon whether the alleged violator is a student, faculty or staff, or a third party.

**Formal Complaint: Investigation and Proceedings Where the Alleged Violator is Faculty or Staff**

A formal complaint may be filed with the Vice President of Human Resources, which should in ordinary circumstances be filed within thirty (30) days of the alleged incident of harassment or discrimination. Prompt filing is encouraged. In instances of discrimination or harassment, including sexual harassment or assault, reported against a University faculty or staff member, the Vice President of Human Resources will be responsible for investigation, and may, at his or her discretion refer the matter to a special investigator. A formal investigation will generally involve interviews with the complainant, with the alleged violator(s), and, where appropriate, with witnesses; and, again where appropriate, a joint meeting between the involved parties, if agreeable to all parties.

All University personnel shall make every effort to maintain confidentiality with respect to the complainant and shall only divulge the name of the complainant, the circumstances of the complaint, and the disposition of the matter, to those people who have a legitimate need to know.

Within sixty (60) working days of the filing of the complaint, if an external investigator is engaged, the investigator will issue a report to the Vice President of Human Resources. Within ten (10) working days of the issuance of the investigator's report, the Vice President of Human Resources shall submit a written summary to the President, Vice President of Business Affairs and/or the Vice President of Academic Affairs, including a description of any recommended corrective actions to be taken. If it is one of these vice presidents against whom the complaint has been filed, the Vice President of Human Resources will make a determination as to the most appropriate University official to have responsibility for making a final decision about the case.

The Vice President's decision in the case, including a description of any corrective or remedial action taken, shall be submitted in writing to each involved party (with a copy to the Vice President of Human Resources) within twenty (20) working days of the receipt of the recommendations of the Vice President of Human Resources.
Where a determination is made that an employee has engaged in actions that violates these policies or the law, or has engaged in sexual assault or complicity in sexual assault, that employee will be subject to University disciplinary procedures. Possible disciplinary action can include, but is not limited to:

1. Formal letter of reprimand
2. Suspension from employment
3. Termination of employment

**Formal Complaint: Investigation and Proceedings Where the Alleged Violator is a Student**

A formal complaint may be filed with the Dean of Students, and should in ordinary circumstances be filed within thirty (30) days of the alleged incident of harassment or discrimination. In instances of discrimination or harassment, including sexual harassment or assault, reported against a University student, the Dean of Students will be responsible for investigation, and may at his or her discretion refer the matter to a special investigator. A formal investigation will generally involve interviews with the complainant, with the alleged violator(s), and, where appropriate, with witnesses; and, again where appropriate, a joint meeting between the involved parties, if agreeable to all parties.

All University personnel shall make every effort to maintain confidentiality with respect to the complainant and shall only divulge the name of the complainant, the circumstances of the complaint, and the disposition of the matter, to those people who have a legitimate need to know.

Within sixty (60) working days of the filing of the Petition, if an external investigator is engaged, the investigator will issue a report to the Dean of Students. Within ten (10) working days of the issuance of the investigator’s report, the Dean of Students shall submit a written summary to the Vice President of Academic Affairs, including a description of any recommended corrective actions to be taken. If it is this Vice President against whom the complaint has been filed, the Dean of Students will make a determination as to the most appropriate University official to have responsibility for making a final decision about the case.

The Vice President’s decision in the case, including a description of any corrective or remedial action taken, shall be submitted in writing to each involved party (with a copy to the Dean of Students) within twenty (20) working days of the receipt of the recommendations of the Dean of Students.

Where a determination is made that a student has engaged in actions that violates these policies or the law, or has engaged in sexual assault or complicity in sexual assault, that student will be subject to University disciplinary procedures. Possible disciplinary action can include, but is not limited to:

1. Barring of access to the campus
2. Probation
3. Suspension from admission
4. Expulsion from the University, including withholding of any degree not yet awarded
5. Revocation of any degree already awarded.

Pending his or her decision, the Dean of Students may take a variety of administrative measures against a student charged with discrimination or harassment, including restriction of privileges and services, interim suspension, exclusion from certain on-campus facilities, including classrooms,
libraries or administrative areas, academic probation, suspension from the University or expulsion from the University, including withholding of any degree not yet awarded.

**Formal Complaint: Investigation and Proceedings Where the Alleged Violator is a Third Party**

In instances of discrimination or harassment, including sexual harassment or assault, reported against a vendor, contractor or any other non-employee doing business with or for the University, the Vice President of Human Resources will be responsible for investigation, which shall generally follow the procedures established for handling a complaint against staff, except that interim measures and disciplinary sanctions shall be appropriate to the circumstances, and may include termination of the business relationship and reporting to federal, state or local regulatory agencies. The appeal procedure available to faculty, staff or students is not available to third parties, and the decision of the Vice President of Human Resources will be final.

**Appeal Procedure**

An appeal procedure is available to faculty, staff or students who are not satisfied with the outcome of the disciplinary proceedings. A written request for further review must be submitted to the Vice President of Human Resources within ten (10) working days of the receipt of the written decision Dean of Students (for students), the Vice President of Academic Affairs (for faculty) or the Vice President of Business Affairs (for staff).

Within ten (10) working days after the appeal is filed, all documentation relating to the investigation, including the investigator’s report, the Vice President of Human Resources’ or Dean of Student’s recommendations and the Vice President of Business Affairs or Vice President of Academic Affairs’ decisions will be sent to the office of the University President or his/her designee. These documents will constitute the appeal record. The President or his/her designee will review the appeal record, and may at his/her discretion review other facts relating to the complaint.

Within fifteen (15) working days of the receipt of the appeal documentation, the President or his/her designee will render a final decision in the matter, copies of which, including notice of any corrective action taken, will be provided to the involved parties. This decision of the President or his/her designee shall be final in all respects and not be subject to review under any other complaint procedure.

- **A NOTE ABOUT TIME FRAMES:** The University’s complaint procedures reflect the University’s commitment to resolving problems in an expeditious manner. Every reasonable attempt will be made to adhere to the time frames specified, but there may be occasions when it will be necessary to make exceptions. Such occasions could relate to the circumstances and complexity of the matter, the time demands and schedules of the parties involved, or the time of year that a complaint is filed (e.g., many faculty members and students are not available during semester breaks or over the summer months). It is the goal of the University to balance the need for an expeditious resolution with the need to make a full and accurate investigation. If it is deemed necessary to alter the time frames specified in these policies, all parties will be notified of the amended schedule.

**Other Resources / Agencies for Reporting Discrimination and Harassment**

In addition to notifying the University about harassment or retaliation complaints, affected individuals may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the
DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC"), or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. Individuals can contact the nearest DFEH office or the FEHC at the locations listed in the University's DFEH poster or by checking the state government listings in the local telephone directory.

Individuals also may file a complaint relating to prohibited harassment in employment with either the Federal Equal Employment Opportunity Commission; they also may bring a complaint concerning discrimination on the basis of race, color, national origin, gender or disability to the attention of the Office for Civil Rights in the U.S. Department of Education. Any member of the University community may seek assistance from the Vice President of Human Resources regarding how to contact the state and federal agencies with a claim of discrimination or harassment.

**Intentionally False Reports**

Discriminatory activity and harassment, and particularly sexual harassment or assault, often is not witnessed by others, and reports of such activity cannot always be substantiated by additional evidence. Lack of any such additional evidence should not discourage an individual from reporting any incident in violation of this policy. However, individuals who make reports that are later found to have been intentionally false or made maliciously, without regard for truth, may be subject to disciplinary proceedings and/or sanctions.

**704 Attendance and Punctuality**

To maintain a safe and productive work environment, GGU expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on GGU. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

**705 Job Abandonment**

Any employee who fails to report to work for three (3) consecutive, scheduled work days without notifying the appropriate person(s) (direct supervisor or their designee) of their absence will be considered to have voluntarily terminated their employment.

The supervisor will notify the Office of Human Resources on the second consecutive scheduled workday missed by the employee. Human Resources will attempt to contact the employee to notify them of termination on the fourth day, and the final paycheck will be mailed to the employee’s home address on file with the Human Resources office. The employee may make arrangements to either pick up their personal belongings, or they will be mailed to them at the sole discretion of the Human Resources office.

Any employee who fails to report to work for less than three consecutive, scheduled work days without notifying the appropriate person(s) (direct supervisor or their designee) will be subject to disciplinary measures up to and/or including termination. Extenuating circumstances that make it
impossible for the employee to contact the department regarding the absence will be given consideration.

### 706 Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image GGU presents to the community.

During business hours or when representing GGU, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

### 707 Return of Property

Employees are responsible for items issued to them by GGU or in their possession or control, which may include, but is not limited to, the following:

- computer hardware and software
- credit cards
- keys
- pagers/ cell phones
- tools
- vehicles

Employees must return all GGU property immediately upon request or upon termination of employment.

### 709 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with GGU. Although advance notice is not required, GGU requests at least two weeks’ written resignation notice from all employees.

Prior to an employee’s departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

### 712 Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by GGU may not solicit or distribute literature in the workplace at any time for any purpose.
GGU recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Examples of impermissible forms of solicitation include:

- The collection of money, goods, or gifts for community groups
- The collection of money, goods, or gifts for religious groups
- The collection of money, goods, or gifts for political groups
- The collection of money, goods, or gifts for charitable groups
- The sale of goods, services, or subscriptions outside the scope of official organization business
- The circulation of petitions
- The distribution of literature not approved by the employer
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on company bulletin boards is prohibited. Bulletin boards are reserved for official organization communications on such items as:

- Payday notice
- Workers’ compensation insurance information

**716 Progressive Discipline**

The purpose of this policy is to state GGU’s position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

GGU’s own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with GGU is based on mutual consent and both the employee and GGU have the right to terminate employment at will, with or without cause or advance notice, GGU may use progressive discipline at its discretion. Collective Bargaining employees should refer to the Collective Bargaining Agreement for information regarding this issue.

Disciplinary action may call for any of four steps: verbal warning, written warning, suspension with or without pay, or termination of employment, depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; still another offense may then lead to termination of employment. If more than twelve months have passed since the last disciplinary action, the process will normally start over.
GGU recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and GGU.

718 Problem Resolution

GGU is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from GGU supervisors and management.

GGU strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with GGU in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

Problem Resolution Procedure

1. Employee presents problem to immediate supervisor within ten calendar days after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Human Resources Department or any other member of management.

2. Supervisor responds to problem during discussion or within ten calendar days, after consulting with appropriate management, when necessary. Supervisor documents discussion.

3. Employee presents problem to Vice President of Human Resources within ten calendar days, if problem is unresolved.

4. Vice President of Human Resources counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Vice President of Business Affairs for review of problem.

5. Employee presents problem to Vice President of Business Affairs in writing.

6. Vice President of Business Affairs reviews and considers problem. Vice President of Business Affairs informs employee of decision within ten calendar days, and forwards copy of written
response to Vice President of Human Resources for employee's file. The Vice President of Business Affairs has full authority to make any adjustment deemed appropriate to resolve the problem.

Problems, disputes, or claims not resolved through the preceding problem resolution steps are subject to mediation. Mediation will be conducted under the Employment Mediation Rules of the American Arbitration Association. Employees who choose to use mediation to resolve a problem will be expected to share the cost of mediation with GGU. A complete description of the mediation procedure is available from the Vice President of Human Resources for review.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone’s job security.
Section 8: Miscellaneous

800 Life-Threatening Illnesses in the Workplace

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. GGU supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, GGU will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. GGU will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources Department or GGU's Employee Assistance Program for information and referral to appropriate services and resources.

802 Recycling

GGU supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

Special recycling receptacles have been set up to promote the separation and collection of the following materials at GGU:

- computer paper
- white high grade or bond paper
- ledger paper
- mixed or colored paper
- newspaper
- corrugated cardboard
- brown paper bags
- aluminum
- glass
- plastics
- composting
The simple act of placing a piece of paper, can, or bottle in a recycling container is the first step in reducing demand on the earth’s limited resources. Success of this program depends on active participation by all of us. Employees are encouraged to make a commitment to recycle and be a part of this solution.

GGU encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

- communication through computer networks with e-mail
- two-sided photocopying
- computerized business forms
- reusing paper clips, folders, and binders
- reusing packaging material
- turning off lights when not in use

Whenever possible, employees of GGU are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the markets for recyclable materials.

By recycling, GGU is helping to solve trash disposal and control problems facing all of us today. If you have any questions or new ideas and suggestions for the recycling program contact the Business Services and Facilities Department.

**804 Employee Commute Options**

GGU recognizes that traffic congestion contributes to air pollution and energy waste. To help reduce congestion and improve air quality, GGU encourages employee commute options. Finding alternatives for driving alone to work benefits both employees and the environment. GGU offers employees a commuter reimbursement program through its benefit plan, which offers tax advantages to employees who participate in the plan.

Public transportation is a commute option that reduces traffic and air pollution. Transit riders eliminate the stress of driving and may even have time to read, sleep, or write while commuting.

Carpooling is a convenient option that saves money on commute costs, reduces the stress of driving every day in traffic, and encourages communication with co-workers.

A carpool consists of two or more individuals who share a ride to work. The number of riders may vary, the days the carpool operates may change, the drivers may rotate, and riders may share expenses. The ride-shareers determine the rules. Conveniently located parking places are reserved for employees who carpool.

Information regarding the Commuter Reimbursement Program can be found online at the Benefits page of the GGU Intranet, or you may contact the Benefits Manager.

**806 Suggestion Program**

As employees of GGU, you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas.
All regular employees are eligible to participate in the suggestion program.

A suggestion is an idea that will benefit GGU by solving a problem, reducing costs, improving operations or procedures, enhancing customer service, eliminating waste or spoilage, or making GGU a better or safer place to work. Statements of problems without accompanying solutions, or recommendations concerning co-workers and management are not appropriate suggestions.

Suggestions may be submitted via e-mail or hard copy, and should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. If you have questions or need advice about your idea, contact your supervisor for help.

Submit suggestions to the Human Resources Department and, after review, will be forwarded to senior management. As soon as possible, you will be notified of the adoption or rejection of your suggestion.

Special recognition will be given to employees who submit a suggestion that is implemented.