



# SALARY EMPLOYEE HANDBOOK

2018-19





## WELCOME

Welcome to La Sierra University. This institution is part of the world-wide ministry of education of the Seventh-day Adventist Church. This ministry requires a skilled, trained team of employees dedicated to implementing the mission, philosophy and objectives of the University. This includes fostering principle-centered leadership that sustains a student-service culture of the University.

You are a member of that team. This handbook contains information to assist your participation in the service of the University. I hope that you will find this a pleasant, satisfying place to work and that, whatever your job, you will realize that you, too, can make a significant contribution to our success.

Sincerely,

Joy Fehr  
President

## INTRODUCTION

To ensure the university's success in accomplishing its mission, this Salaried Employee Handbook has been prepared to introduce you to La Sierra University, explain our current policies, practices and benefits, and serve as a reference tool for you, in your employment at La Sierra University, so you are aware of what you can expect from La Sierra University – and what the university will expect from you. You should thoroughly familiarize yourself with the policies and procedures contained in this Handbook, as well as any additional updated policies or procedures that may be communicated to you.

We hope your experience here will be challenging and enjoyable. This Handbook contains information for you as a salaried employee of the University. As used in this Handbook, “Salaried Employee” means employees of the University who are paid on salary exempt basis and includes faculty as it relates to policies or benefits not addressed in the Faculty Handbook. As benefits for employees vary somewhat between the classifications of employees, separate Employee Handbooks are provided for faculty and hourly employees.

It is important to understand that you are employed in an “at will” employment relationship, which means that either you or the University can end your employment at any time, with or without notice, for any reason or no reason at all. Please note that only the president of the University has the authority to alter at will employment status or make promises of any kind regarding the conditions or terms of employment for any employee of the University, and then, only in writing.

The information contained in this Handbook does not, and is not intended to, create a contract of employment or benefits, and does not create any express or implied contractual rights. The policies contained herein, may be created, altered, modified or deleted by the University at any time without notice. If there are errors or information subject to interpretation, the University may interpret, change or correct that information; however, all laws, rules, policies and benefits from which this Handbook is derived can be found in Human Resources. If any information contained in this Handbook conflicts with any of the above, those laws, rules and policies take precedence over the information provided in this Handbook.

Because the University is part of the North American Division of the General Conference, the University follows the working policy as published by the North

American Division. All University Handbooks supersede the NAD working policy should any University Handbook differ from the NAD working policy.

If there is any item that you do not understand, please request clarification from your supervisor or Human Resources. This Handbook supersedes all previous handbooks, manuals, letters, memoranda or understandings that may have been issued on subjects contained herein.

This Handbook is the property of the University and it is intended for your personal use for reference as an employee of the University. Custody of the Handbook resides with Human Resources. Human Resources will periodically issue revised editions of the entire Handbook. Revisions to the Handbook are generally made annually.

The Handbook is available online or at the Human Resources Office. For more information, you may contact Human Resources.

## MISSION STATEMENT

As members of the diverse La Sierra University community, we are committed to inquiry, learning, and service. Our community is rooted in the Christian gospel and Seventh-day Adventist values and ideals.

Our mission is:

**TO SEEK** truth, enlarging human understanding through scholarship;

**TO KNOW** ourselves, and the world through reflection, instruction, and mentoring;

**TO SERVE** others, contributing to the good of our local and global communities.

We pursue this mission with excellence, integrity, compassion, and mutual respect.

# LA SIERRA UNIVERSITY SALARY EMPLOYEE HANDBOOK

## Table of Contents

EMPLOYMENT POLICIES .....	1
NONDISCRIMINATION POLICY .....	1
FREEDOM OF RELIGIOUS PRACTICE AND EXPRESSION .....	1
EMPLOYMENT DECISIONS.....	2
EMPLOYMENT AT WILL .....	3
EMPLOYEE STATUS.....	3
ALIENS .....	4
EMPLOYMENT OF RELATIVES .....	4
MINORS.....	5
SDA-TRANSFER EMPLOYEES .....	5
PERSONNEL RECORDS.....	5
CONFIDENTIAL INFORMATION.....	6
CONFLICT OF INTEREST .....	6
APPEARANCE.....	8
BEHAVIOR CODE .....	9
DISCIPLINE.....	11
SEXUAL STANDARDS POLICY.....	11
COMPUTER ABUSE POLICY .....	11
HARASSMENT.....	12
CARE OF CHILDREN .....	12
FIDELITY INSURANCE.....	13
UNIVERSITY PROPERTY AND EQUIPMENT .....	13
PERSONAL PROPERTY .....	13
SOLICITATION AND VENDING .....	13
ENDORSEMENT .....	14
POLITICAL AND CIVIC ACTIVITIES .....	14
TELEPHONE USE .....	14
PUBLIC RELATIONS.....	14
PARKING.....	15
SAFETY AND SECURITY .....	15
RISK MANAGMENT.....	15
DISASTER PLAN.....	16
EMPLOYMENT PROCEDURES .....	17
APPLICATION.....	17

REFERRAL .....	17
PRE-EMPLOYMENT INFORMATION VERIFICATION POLICY .....	17
HIRING PROCESS .....	18
PRE-EMPLOYMENT PHYSICAL EXAMINATION .....	18
ORIENTATION .....	19
IDENTIFICATION CARDS .....	19
TRANSFERS WITHIN LA SIERRA UNIVERSITY .....	19
TERMINATION OF EMPLOYMENT .....	20
REDUCTION OF STAFF .....	20
RESIGNATION .....	21
KEYS .....	21
<b>PAYROLL POLICIES .....</b>	<b>22</b>
PAYDAY .....	22
PAYROLL ADVANCES .....	22
PAYROLL DEDUCTIONS .....	22
SOCIAL SECURITY and MEDICARE .....	23
<b>EMPLOYEE BENEFITS .....</b>	<b>24</b>
HEALTH PLAN .....	24
HEALTH SERVICE .....	24
RETIREMENT PLAN .....	24
TAX SHELTERED ANNUITIES .....	25
FLEXIBLE SPENDING ACCOUNT PLAN .....	26
<b>FAMILY AND PERSONAL LEAVE POLICIES .....</b>	<b>26</b>
PERSONAL LEAVES OF ABSENCE .....	26
FAMILY and MEDICAL LEAVE .....	27
PAID FAMILY LEAVE .....	30
PREGNANCY LEAVE .....	30
DISABILITY INSURANCE .....	31
WORKERS' COMPENSATION .....	32
HOLIDAYS WITH PAY .....	33
VACATION LEAVE .....	34
SICK LEAVE .....	35
LONG-TERM DISABILITY .....	36
DEATH AND BEREAVEMENT LEAVE .....	37
JURY DUTY .....	37
VOTING TIME .....	38
UNEMPLOYMENT INSURANCE .....	38
LIFE INSURANCE .....	38
LIABILITY INSURANCE .....	39

TUITION BENEFITS .....	39
TUITION ASSISTANCE FOR DEPENDENT CHILDREN .....	40
DUPLICATE HOUSING ASSISTANCE.....	43
HOUSING ASSISTANCE .....	44
AUTOMOTIVE COLLISION ASSISTANCE .....	46
ADOPTION ALLOWANCE.....	47
MOVING EXPENSE ALLOWANCE.....	47
RETIRING EMPLOYEE MOVING ALLOWANCE .....	49
TERMINATION PAY .....	49
TERMINATION SETTLEMENTS .....	50
EXPENSE REPORT POLICIES AND PROCEDURES.....	52
LA SIERRA UNIVERSITY POLICIES .....	54
DISCRIMINATION AND HARASSMENT POLICY .....	54
<b>POLICY STATEMENT</b> .....	54
<b>APPLICABILITY</b> .....	55
<b>2. Sexual Harassment</b> .....	57
<b>3. Examples Of Conduct That Constitute Discrimination Or Harassment In Violation Of This Policy</b> ..	57
<b>RETALIATION</b> .....	57
<b>CONFIDENTIALITY</b> .....	58
<b>REPORTING AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION</b> .....	58
SEXUAL MISCONDUCT POLICY .....	61
A. Institutional Values and Community Expectations .....	61
B. Notice of Non-Discrimination .....	62
C. Scope of the Policy .....	63
D. Prohibited Conduct and Definitions.....	64
GRIEVANCE POLICY AND PROCEDURE .....	93
DRUG FREE ENVIRONMENT POLICY AND PROCEDURES .....	97
WORKPLACE VIOLENCE POLICY.....	107
AIDS EDUCATION AND PREVENTION POLICY .....	109
NON-FRATERNIZATION POLICY .....	112
CONSENSUAL RELATIONSHIPS.....	112
INFORMATION SYSTEMS CODE OF ETHICS.....	115
EMERGENCY ACTION PLAN .....	120
EMERGENCY CALL LIST.....	122
SERVICES PROVIDED BY LSU AND OTHER ORGANIZATIONS.....	124
DIRECT DEPOSIT .....	124
LIBRARY .....	124
HOUSING.....	124
FOOD SERVICE .....	124

PURCHASING .....	125
RECREATION FACILITIES .....	125
RETAIL STORES .....	125
CREDIT UNIONS .....	126
LIBERTY MUTUAL INSURANCE .....	126
RIDE-SHARING -- COMMUTER COMPUTER.....	126
LOST AND FOUND.....	127
DISCOUNT CARDS.....	127

## **EMPLOYMENT POLICIES**

### **NONDISCRIMINATION POLICY**

The University was established by the Seventh-day Adventist church as an integral part of its teaching ministry.

The University is committed to equal education and employment opportunities for men and women of all races and does not discriminate on the basis of handicap, sex, race, color, or national origin in its educational and admissions policies, financial affairs, employment programs, student life and services, or any University-administered program.

To this end, the University is in compliance with Titles VI and VII of the Civil Rights Act of 1964 as amended, and substantial compliance with Title IX of the Education Amendments of 1972 (45 CFR 86 et seq.) and Sections 503 and 504 of the Rehabilitation Act of 1973. The University also complies with the Age Discrimination in Employment Act of 1967 and Section 402 of the Vietnam Era Veterans Adjustment Act of 1974 and does not discriminate against any employee or applicant for employment on the basis of age or because they are disabled veterans or veterans of the Vietnam era. In addition, the University administers student programs without discrimination on the basis of age, except in those programs where age is a bona fide academic qualification for admission in accordance with the provisions of the Age Discrimination Act of 1975.

The University reserves constitution and statutory rights as a religious institution and employer to give preference to Seventh-day Adventists in admissions and employment, including but not limited to 42 USC 2000e-1, 2000e-2, 6-15 of Federal Executive order 11246; 41 CFR 60-1.5(5); 34 CFR 86.21, 86.31, 86.40, and 86.57 (b); California Government Code sections 12926(c); and Title 2, Section 7286.5(a) (5) and title 22 Section 98222 of the California Administrative Code.

### **FREEDOM OF RELIGIOUS PRACTICE AND EXPRESSION**

La Sierra University is committed to inquiry, learning, and service. Consistent with the life and teachings of Jesus Christ and our belief in a God of grace and redeeming love, the University maintains a safe and civil campus environment that promotes diversity, service and equal dignity and respect for all persons.

La Sierra University is part of the higher education system of the Seventh-day Adventist Church. The University's heritage and ethos reflects a dedication of loving service to people of all backgrounds and identities. La Sierra University is committed to creating and fostering an educational environment where all members of its community can thrive. Faith and learning are integrated in the curriculum and in student activities, and religious beliefs and tenets are woven into all aspects of institutional operations. This places the University within the educational plurality of the State of California.

The freedom to practice and express the University's religious beliefs and tenets is recognized by the United States and California Constitutions. Other federal and state laws likewise support the opportunity for religious higher education institutions such as La Sierra University to pursue their missions and integrate religious beliefs and tenets into campus life. For example, exemptions in Title IX<sup>1</sup> and the California Equity in Higher Education Act<sup>2</sup> support the University's efforts to operate consistently with its religious beliefs and tenets by maintaining faith-based standards of behavior that all students, faculty and employees agree to follow as a condition of participation in our learning community. Those standards may be found at the following on-line sites—(place links to faculty, employee, and student handbooks here).

Notwithstanding the permitted exemptions, and consistent with its commitments to diversity and service, La Sierra University seeks to fully comply with Title IX and does not unlawfully discriminate in student admissions or employment on the basis of gender identity, sexual orientation, marital status, race, color, national origin, ethnicity, religion, age (over 40) disability, or veteran status.

## **EMPLOYMENT DECISIONS**

Employment decisions include hiring, dismissing, promotion, transfer, layoff, recall and other actions taken by La Sierra University regarding an employee's status.

La Sierra University is an equal opportunity employer with specific rights, privileges and exemptions to recruit, hire and promote Seventh-day Adventists. Applications are encouraged especially from women, minorities, and persons with disabilities. Staff are recruited with specific attention to their membership in the Seventh-day Adventist church. In the event that a qualified Seventh-day Adventist is not available to fill a given position, non-Seventh-day Adventist applicants who

demonstrate a spiritual attitude in harmony with the mission and ministry of La Sierra University will be considered.

It is University policy to recruit, hire and promote all job classifications on the basis of merit, qualification, competence, attitude and spiritual commitment. This applies to all categories of employment. The University's non-discrimination policy shall be followed in all aspects of employment.

## **EMPLOYMENT AT WILL**

During the course of employment employees are free to leave the University at any time for any reason, and the University reserves a similar right. Thus, both the employee and the University will have the right to terminate employment at any time, with or without advance notice and with or without cause. This is called "employment at will," and no one other than the President of the University or the Board of Trustees has the authority to alter this arrangement, enter into an agreement for employment for a specified period of time or to make any agreement contrary to this policy. Furthermore, any such agreement must be in writing and must be signed by a corporate officer of the University in their capacity as an officer.

## **EMPLOYEE STATUS**

Employees are eligible for legislated benefits as specified by law. Also, they will receive organizational benefits, which are calculated on the basis of employee status as follows:

1. A "full-time employee" is one who works at least 72 hours per pay period and has satisfactorily completed the three-month introductory period and is thus eligible for benefits.
2. A "part-time employee" is one who works at least half-time (40 hours per pay period) and who has satisfactorily completed the three-month introductory period. An employee who works less than half time is not eligible for benefits.
3. A "temporary employee" is hired for a specific period of time, usually not exceeding ninety (90) days. These employees are not eligible for benefits.

4. A "student employee" is an employee who is enrolled as a student at La Sierra University, and is employed full-time no more than one academic quarter during the calendar year. A student employee is not eligible for University benefits.

## **ALIENS**

All applicants will be required to present proof of citizenship or eligibility to work in the United States as required by law. A person who is a permanent resident (a "green card" holder) or an H-1b visa holder is subject to the same legal work provisions, income tax, disability insurance, and Social Security withholding as a United States citizen.

La Sierra University undergraduate students on F-1 and J-1 visas are required to take at least 12 units each quarter to maintain their legal status and thus be eligible to work on campus. La Sierra University graduate students on F-1 and J-1 visas are required to take at least 8 units each quarter to maintain their legal status and thus be eligible to work on campus. Students who remain in legal status may work up to twenty (20) hours per week while they are in school, and up to forty (40) hours per week while on official school breaks, and up to forty (40) hours per week while on their approved quarter. Student employees are usually subject to income tax withholding but are not subject to deductions for Social Security.

A student who completes or discontinues course work or takes fewer than the required units of course work at La Sierra University will be required to terminate employment.

## **EMPLOYMENT OF RELATIVES**

Relatives of present employees may be hired by the University only if (1) the individuals concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties of supervision, security, safety or morale.

"Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage. Present employees who marry, or become related by marriage, will be permitted to continue employment with the University only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety or morale. If employees who marry, or

who become related by marriage, do work in a direct supervisory relationship with one another, the University will attempt to assign one of the employees to another position for which he or she is qualified, if such position is available. If no such position is available, then one of the employees will be required to leave the University. The decision as to which employee will leave is left solely to the spouse/employee or in-law/employee.

## **MINORS**

Minors (under age 18) enrolled in La Sierra University must present proof of graduation from high school before beginning employment. Minors (under age 18) that are not enrolled in La Sierra University are not generally hired to work at La Sierra University. However, if a minor is hired, they must present a valid work permit from the school which they attend in order to qualify for employment at the University. The permit must be renewed upon expiration until reaching the age of 18. The University abides by the letter and the spirit of state and federal regulations which govern the employment of minors. Minors who are not enrolled at LSU at the time of their employment are also required to complete a form permitting medical treatment when needed. This form requires the signature of a parent or legal guardian.

## **SDA-TRANSFER EMPLOYEES**

Employees who have worked at least six months and have earned service credit at a Seventh-day Adventist (SDA) institution, or who have worked a total of six months at one or more SDA institutions with breaks of not more than 30 days, and who begin employment at LSU within 30 days of termination, are considered SDA-transfer employees. SDA-transfer status allows a new employee to utilize employee benefits immediately upon hire.

## **PERSONNEL RECORDS**

A file of each employee's official employment records is maintained in the Human Resources Department. These records are maintained to establish an accurate picture of your work experience with La Sierra University. In order to keep this record current, you are to notify the Human Resources Department of any change in:

Name  
Address

Telephone number  
Marital status  
Number of dependents  
Citizenship  
Person to notify in case of emergency  
Registration, certification, licensure  
Educational coursework completed  
Beneficiary designation  
Any additional pertinent information

Personnel files are the property of La Sierra University. However, an employee may examine his/her personnel file, excluding records of criminal investigations and letters of reference, in the presence of a University Human Resources representative. A request to do so should be made in writing at least 24 hours in advance.

Inspection shall be in the University Human Resources Department during regular business hours. An employee may provide a rebuttal statement to documents in his/her personnel file. Copies of materials in your personnel file are available to the employee upon payment of clerical and copying charges.

## **CONFIDENTIAL INFORMATION**

Information about other employees is private; the unauthorized use, possession, or dissemination of confidential information is considered sufficient cause for discipline or termination.

## **CONFLICT OF INTEREST**

La Sierra University employees are prohibited from using their positions for purposes that are, or give the appearance of being; motivated by a desire for private financial gain for themselves or others, such as those with whom they have family business or other ties.

1. Individuals Included - All trustees, vice presidents, deans of the schools, administrative and academic unit heads, and persons employed by the university in development areas have a duty to be free from the influence of any conflicting interest when they represent the university in negotiations or make representations with respect to dealings with third

parties, and they are expected to deal with all persons doing business with the university on a basis that is for the best interest of the university without favor or preference to third parties or personal considerations.

2. Definition of Conflict - A conflict of interest arises when a person listed in 1. above has such a substantial personal interest in a transaction or in a part to a transaction that it reasonably might affect the judgment he or she exercises on behalf of the university. He or she is to consider only the interests of the university, always avoid sharp practices, and faithfully follow the established policies of the university.
3. Conditions Constituting Conflict - Although it is not feasible in a policy statement to describe all the circumstances and conditions that might have the potentiality of being considered as conflicts of interest, the following situations are considered to have the potentiality of being in conflict and therefore are to be avoided:
  - a. Engaging in outside business or employment that permits encroachment on the university's call for the full services of its employees even though there may not be any other conflict.
  - b. Engaging in business with or employment by an employer that is any way competitive or in conflict with any transaction, activity, or objective of the university.
  - c. Engaging in any business with or employment by an employer who is a supplier of goods or services to the university.
  - d. Making use of the fact of employment by the university to further outside business or employment, or associating the university or its prestige with an outside business or employment.
  - e. Owning or leasing any property with knowledge that the university has an active or potential interest therein.
  - f. Lending money to or borrowing money from any third person who is a supplier of goods or services or a trustor or who is in any fiduciary relationship to the university or is otherwise regularly involved in business transactions with the university.

- g. Accepting any gratuity, favor, benefit, or gift of greater than nominal value beyond the common courtesies usually associated with accepted business practice, or of any commission or payment of any sort in connection with work for the university other than the compensation agreed upon between the university and the employee.
  - h. Making use of or disseminating including by electronic means, any confidential information acquired through employment by the university for personal profit or advantage, directly or indirectly.
  - i. Serving on a committee or board of an institution or organization deemed by the Board of Trustees to be a competitor of the university.
4. Statement of Acceptance - The president of the university shall annually present a statement of acceptance of the policy on conflict of interest to the persons listed in 1. above, and such statements shall be signed and made available to the responsible auditors.

## **APPEARANCE**

Because La Sierra University is a Seventh-day Adventist institution, personal appearance is an important aspect of an employee's overall effectiveness and contributes to reflect the University's high standards. Employees are expected to follow these guidelines:

- 1. Proper body hygiene requires cleanliness and neat grooming. Hair is to be neat, clean, and trim.
- 2. Clothing is to be neat, clean, of good taste, and appropriate to the work performed.
- 3. The University requires that employees respect the Adventist tradition of dressing "jewelry free" (except for Med-alert tags) as a sign of respecting our Adventist heritage of simplicity and authenticity. The University will respect the conscience of an employee who feels it is necessary to wear a wedding band.

Supervisors are responsible to establish and maintain specific guidelines within each department provided they are within the guidelines of this policy.

## **BEHAVIOR CODE**

The University is an institution of the Seventh-day Adventist church and incorporates the traditional values and standards of the church in its employment policies and expectations. All employees are expected to demonstrate good judgment, ethical personal behavior, common sense, honesty, and the high moral standards of conduct and lifestyle expected of employees of a Seventh-day Adventist institution at all times. Failure to meet these expectations may result in disciplinary action, including, but not limited to, censure, suspension with or without pay, or termination.

(See **TERMINATION OF EMPLOYMENT**, on page 20 for provisions on employee termination. The provisions of this section do not modify or alter the at-will provisions contained in that section. The section on Termination of Employment sets forth the sole and entire relationship between the employee and the University regarding the term of employment and the termination thereof. Thus, the University is under no obligation to prove cause or justification for the employee's dismissal.)

The following is a list of conduct which is illustrative of the type of conduct which violates the University's expectation for employee conduct. It is not an exhaustive or inclusive list, but is stated here for purposes of illustration:

1. Violations of the **DRUG FREE ENVIRONMENT POLICY AND PROCEDURES**, on page 97.
2. The use of profanity or abusive language.
3. The possession of firearms or other weapons on University property.
4. Failure to follow the instruction of a supervisor, administrator or other proper authority.
5. Disorderly conduct on University premises or while on duty elsewhere such as, but not limited to, fighting and use of abusive or threatening language.
6. Criminal activity as defined under the laws of the State of California.

7. Theft or misuse of the University's property or of another employee's property.
8. Dishonesty of any type.
9. Violation of safety rules.
10. Falsifying or altering University records, including but not limited to employment, medical, paycheck, job cards, requests of employee benefits, and permitting one's time card to be recorded by another employee.
11. Violation of the DISCRIMINATION AND HARASSMENT POLICY, on page 54, or violation of the SEXUAL STANDARDS POLICY, on page 11.
12. Unauthorized or excessive absence or tardiness.
13. Failure to report absences from work or failure to return immediately from authorized leave.
14. Unauthorized removal of University documents, records or other property.
15. Failure to maintain proper standards of efficiency, workmanship, or production.
16. Unauthorized posting or distributing of any literature, posters, handbills, petitions, or any other notices on University premises.
17. Failure to observe work schedules or assignments.
18. Unauthorized personal use of the University phone or other University property.
19. Unauthorized departure from job, department or University premises.
20. Engaging in or failure to withdraw from outside activities or interests which violate the CONFLICT OF INTEREST POLICY, on page 6.

21. Loitering or sleeping on the job.
22. Gambling.
23. Violation of the APPEARANCE POLICY, on page 8.
24. Allowing unauthorized individuals to ride in University vehicles.
25. Conduct which brings the Seventh-day Adventist church or the University into public disrepute.
26. Other conduct described as grounds for discipline elsewhere in this handbook.

## **DISCIPLINE**

Disciplinary procedures may include verbal and written warnings, written censure and suspension with or without pay, or termination. Such discipline may be initiated by a dean, department head, Human Resources Director, University officer, or the assignee of any of these administrators.

## **SEXUAL STANDARDS POLICY**

La Sierra University holds that all people, regardless of their gender or sexual orientation, are loved and valued by God and should be treated with respect, fairness, and kindness. Members of the La Sierra family—employees, students, and trustees—are expected in their work, teaching, influence and example to embrace and uphold Christian sexual standards of integrity, respect, mutuality, trust, and exclusivity. As an institution of the Seventh-day Adventist Church, we recognize that God’s ideal for sexuality is achieved when sexual intimacy occurs between a husband and wife committed in life-long marriage. Behaviors that would suggest otherwise should be avoided. Any form of sexual abuse and exploitation is contrary to the ideals of La Sierra University.

## **COMPUTER ABUSE POLICY**

The University computer systems contain academic, financial, and personal data which is sensitive and confidential. Access to the system is limited solely to University employees and contract personnel whose jobs require them to record, review, or retrieve this data, or who are involved with system development or operations, and who receive prior clearance from the Department of University Computing. This privilege is a trust. Misuse of the privilege of access or unauthorized access to the system will not be tolerated.

Any University employee who intentionally accesses or causes to be accessed the systems to devise or execute any scheme to falsely alter, add, delete, damage or destroy data contained therein may be subject to criminal prosecution and immediate dismissal from University employment.

Any employee with knowledge of a violation of this policy shall immediately report the violation to the Director of University Computing. Failure to report such knowledge is considered a violation of this policy.

This policy shall be enforced by a committee chaired by the Vice President for Financial Administration and including the Chair of the University Computer Committee, and the Director of University Records. For purposes of this policy, "access" means to instruct, program, communicate with, store data in, retrieve data from the computer system or operate the systems.

## **HARASSMENT**

La Sierra University is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the University maintains a strict policy prohibiting unlawful harassment. This policy prohibits harassment in any form, including verbal, physical, and visual harassment. Please see the DISCRIMINATION AND HARASSMENT POLICY, on page 54 for complete information.

## **CARE OF CHILDREN**

Employees are to refrain from bringing their children into work areas on a regular basis. When minor children are on University grounds, in waiting rooms, offices, or lobbies, they are to be adequately supervised at all times. Children behaving in a rowdy, unruly manner will be required to leave the premises. An employee's failure

to adequately provide supervision for his/her children on a routine basis may be considered sufficient cause for an employee's termination.

## **FIDELITY INSURANCE**

All employees are included in a blanket fidelity insurance program. By accepting employment, the employee becomes responsible to the insurance company for any loss, costs, counsel fees, damages, or expense which it may sustain or become liable for because of dishonest, fraudulent, or criminal behavior.

## **UNIVERSITY PROPERTY AND EQUIPMENT**

Each employee is directly responsible for the proper care of University property, equipment and vehicles placed in his/her charge. Such property shall be used in a safe and proper manner. The employee shall immediately notify his/her immediate supervisor of any malfunction of or damage to University property. The University reserves the right to hold an employee responsible for destruction or damage to University property caused by an employee's negligent or willful acts or omissions. Each employee should be aware that it is his/her duty to minimize University insurance claims. The deductible on the University's property insurance is \$20,000.00.

University equipment and supplies are to be kept in their assigned place and shall not be removed from the premises without proper authorization.

## **PERSONAL PROPERTY**

LSU assumes no responsibility for loss or damage to personal property when brought to work unless authorized by both administration and your department head, dean or vice president and specifically endorsed to LSU's property insurance policy.

## **SOLICITATION AND VENDING**

Employees are expected to maintain a proper professional image and to avoid business activities for personal benefit during office hours. For the purpose of reducing interruptions which are caused by the promotion and/or sale of products, the University maintains a "no solicitation and vending" policy except where specific authorization is granted by administration.

Solicitation, sale of merchandise, or distribution of literature for any purpose other than sponsored by the University is strictly prohibited during work hours or in work areas.

## **ENDORSEMENT**

No employee may endorse or imply endorsement of a product or service in the name of La Sierra University. This applies to the wording of contracts with organizations outside LSU; to the use of LSU stationery in making statements regarding products, services, or issues; or to any dealings or communications which could imply endorsement by the University.

## **POLITICAL AND CIVIC ACTIVITIES**

The University encourages active interest in civic affairs on the local, state, and national levels. However, political activities in connection with such affairs are prohibited on LSU premises. Any expression of interest in civic or political activity must not commit LSU in any way.

## **TELEPHONE USE**

While the telephone is a very convenient and economical method of communication, it is also a major University expense. Employees are urged to plan their business calls, avoid making long distance calls, and limit the length of their conversations.

Personal telephone calls should be kept to a minimum and all toll calls made during working hours should be processed through the operator and charged to the employee's home telephone or credit card. Departmental long distance charge numbers are never to be used for personal business.

## **PUBLIC RELATIONS**

The University's public relations program is administered by the Public Relations Office, located in the Administration Building (ext. 2022). The University Relations office prepares news releases for local and national media. No information about La Sierra University is to be released to the press without clearance by this office.

## **PARKING**

On-campus parking is by permit in most areas. As far as possible, parking will be assigned in lots nearest to the department in which employees work. Parking permits are issued by the Security Department. It is important that all employees park where assigned and avoid parking in crosswalks, red zones, or restricted areas (i.e., loading zones, handicapped parking areas, etc.)

Vehicles parked in violation of the University Traffic and Parking Regulations are subject to being cited, fined, and towed away.

## **SAFETY AND SECURITY**

It is the commitment of La Sierra University to provide a safe and secure environment for all members of the campus community. The Security Department and Risk Management work together to promote this environment.

Security officers are on duty 24 hours a day. They provide parking and traffic control, and the opening and lockdown of buildings after hours. CPR and safety training programs are available by request. Assistance is available for persons with disability. The extension for the Security Office is 2222.

The Director of Security, along with the University Safety Committee will develop and administer, in cooperation with University administration, policies and procedures to protect the safety of the University community.

## **RISK MANAGEMENT**

The Office of Risk Management is responsible for monitoring the following: personal safety, building security, fire prevention, evacuation drills, automobile regulations, life safety in emergencies, and the prevention and recording of injuries and illnesses. A safe work environment only exists when all employees observe safety procedures as an integral part of every work procedure.

The Safety Committee provides oversight to the University Safety Program based on the plan outlined in the University's Business Emergency Action Plan. This plan incorporates safety aspects, fulfills codes and regulations and strives for the prevention of accidents. Subcommittees for emergency actions, hazardous materials, property inspection, and safety education lead out in the implementation of this plan. A list

of personnel and duties of the Safety Committee and its subcommittees is outlined in the Business Emergency Action Plan. You may download your copy at:

<https://lasierra.edu/fileadmin/documents/risk/safety/safety-handbook.pdf>

The University's Safety Building Coordinators is comprised of University staff from the various schools and departments on campus. The University's schools and departments are encouraged to cooperate and support their respective Safety Building Coordinator. The duties of a Safety Building Coordinator are to inspect their building and report findings to the Office of Risk Management for follow up; to observe and report any safety hazards of their facility or surrounding areas to Physical Plant; to participate in providing safety training to or within their departments; assist in accident injury investigations when needed; to inform their departments of safety related concerns; participate in the annual evacuation drills and in the event of a disaster to be prepared to assist an injured person if necessary and able.

The University acknowledges its obligation to provide employees with a place of employment that is free of recognized hazards that are likely to cause death or serious physical injuries. The responsibility for the safe operation of each department rests with the supervisor in charge of that area.

It is the responsibility of each employee to accept and comply with all safety and health standards and work rules, regulations, and instructions that are applicable to their own actions and conduct.

## **DISASTER PLAN**

In the event of a major disaster, such as an earthquake, employees who are on campus may be asked to remain on duty to assist as directed by safety and/or government officials. If you are away from campus at the time of such an event, do not attempt to return to the campus or to call unless you have previously been assigned duties as outlined in the EMERGENCY ACTION PLAN on page 120.

## **EMPLOYMENT PROCEDURES**

### **APPLICATION**

All prospective employees desiring employment with LSU will complete the online employment application. Applicants are interviewed and screened by the Human Resources Department.

### **REFERRAL**

Applicants are referred to the appropriate department for further interviews. The final selection is made by the department head in consultation with the Human Resources Department. All new employees as well as former employees being rehired are required to report to the Human Resources Department to complete the hiring process, which is necessary before one is put on the payroll system in order to receive a paycheck.

### **PRE-EMPLOYMENT INFORMATION VERIFICATION POLICY**

In seeking to fulfill the mission of La Sierra University, the university will verify the accuracy of all the information provided by a prospective employee.

In order to protect University interests, institutional resources, and the welfare of its students, employees and campus visitors, it is the policy of the University to offer employment to an applicant subject to an acceptable verification of all pre-employment information provided by the applicant on the employment application. This policy will also relate to any current employee whose position is being reclassified. An acceptable verification will determine that there are no material omissions, material inconsistencies or falsifications in the pre-employment information. Applicants will be advised that an acceptable verification within the following areas is required: social security trace, previous address history, education, professional credentials, previous employment, personal and professional references and criminal convictions. In addition, certain positions may be subject to additional information verification checks. Information disclosed or discovered in the application process will only influence the selection of the applicant where such information is determined to be job-related. In making the determination of job-relatedness, consideration may be given to the relevance of such information to the nature of the duties and responsibilities of the position.

Criminal convictions will be considered only in determining an individual's suitability for employment. Detentions and/or arrests without convictions are not considered in the decision making process. If an applicant with a pending criminal case is hired, his or her continued employment will be reviewed upon disposition of the case. If a current employee is convicted of a crime, his or her suitability for continued employment will be reviewed in the same manner as a potential applicant for the position.

The University recognizes that its interests in verifying application disclosures must be balanced with the need to protect the privacy of employees and applicants. University policy and state and federal laws recognize the individual's right to privacy and prohibits university employees from seeking, using, or disclosing information except within the scope of their assigned duties. Any information disclosed or discovered, must be maintained in confidence. Only those personnel involved in the employment process should be informed on a need-to-know basis.

## **HIRING PROCESS**

An employee is not considered officially hired and a paycheck cannot be issued until these steps have been completed:

1. The hiring department submits a salary and rate authorization form.
2. The new employee completes the necessary employment papers and the I-9 form to initiate payroll and personnel records.
3. The new employee completes the pre-employment physical examination.
4. The pre-employment information verification authorization must be completed and results verified.
5. The new employee obtains an employee identification card.

## **PRE-EMPLOYMENT PHYSICAL EXAMINATION**

New employees are required to take a University-paid physical examination at the time they are considered for employment to determine whether they have the ability to perform the essential functions of their job. An employee may also be required to take a physical examination during employment because of possible changes in either the employee's job or health, or prior to returning to work following an injury or leave of absence to determine fitness for the essential job functions. If the employee has a disability that limits his/her ability to perform essential job functions, the University will make reasonable efforts to accommodate it.

## **ORIENTATION**

All new employees are required to attend an orientation session providing them with an overview of the University policies, procedures and benefits. Orientation is designed as a communication tool for new employees. It will be scheduled periodically throughout the year so that new employees may attend relatively soon after starting their employment.

## **IDENTIFICATION CARDS**

Employees should carry I.D. cards when on campus. Authorized possession of the I.D. card entitles the bearer to applicable discounts, library service, the use of University facilities, authorized access to buildings, and regulated parking.

Upon termination, the I.D. card must be returned to the Human Resources Department. Each employee assumes full responsibility for the use of his/her I.D. card until it is returned or until the Human Resources Department receives written notice that it has been lost or stolen.

## **TRANSFERS WITHIN LA SIERRA UNIVERSITY**

Transfers may be initiated by an employee, department head, or administrator in charge of an area. Employees are expected to remain in a department for one year before requesting a transfer. If an employee wishes to transfer, the employee should discuss the situation with his/her superior. However, if the employee feels that his/her position could be jeopardized, he/she may contact the Human Resources Department directly. The Human Resources Department has information regarding current positions available and will assist individuals in transferring to a satisfactory position.

## **TERMINATION OF EMPLOYMENT**

**INTRODUCTORY PERIOD:** La Sierra University recruits carefully and believes it is hiring the best employee for each position. It is, however, to both LSU's and the employee's advantage to have an initial period of employment in which the employee has time to appraise LSU on its job content, and LSU has a similar opportunity to appraise the new employee's job performance. Thus, each new employee must satisfactorily complete an introductory period of 90 days, measured from his or her initial date of employment.

LSU or the employee may terminate the employment relationship during the introductory period with or without cause and with or without prior notice.

At the successful completion of the 90-day introductory period, the employee becomes a regular employee. The successful completion of the introductory period, however, does not mean that the employee is guaranteed employment for any specific duration, nor does it change the at-will status of regular employment.

**POST-INTRODUCTORY PERIOD:** Employment with La Sierra University is for no definite term or period of time, and thus, it is "at-will". In other words, the employee may terminate his/her employment with the University at any time; the University may terminate employment at any time, without having to prove cause or justification. The University may judge an employee to be unsuitable as an employee and may dismiss said employee without advance notice or pay in lieu of notice. The University, at its sole option, will give either two weeks' notice of termination or two weeks' pay in lieu of notice if it initiates termination of employment.

By accepting employment with La Sierra University, the employee agrees to at-will employment status, as described in this section, and agrees that this section constitutes the sole and entire understanding between the employee and the University regarding the term of employment and the termination thereof, and that this understanding cannot be changed in any way whatsoever, except in a writing which has been approved by the Board of Trustees of the University and signed by an officer of the University expressly authorized to do so by the Board of Trustees.

## **REDUCTION OF STAFF**

Economic slowdown or financial reversal may make it necessary to reduce the number of employee - paid working hours. Should this happen, the University may reduce

staff and/or hours, based on but not limited to the employee's length of service with La Sierra University, his/her total denominational service record, and evaluation of performance and capabilities. Every effort will be made to place the affected employee in another suitable position.

## **RESIGNATION**

If an employee wishes to resign, a written letter of resignation should be given to his/her supervisor to be retained in the Human Resources Department employment records. Resigning employees are paid for all hours worked and for any accrued vacation time according to policy.

## **KEYS**

Issuance of University keys is done through Physical Plant.

Only employees with the appropriate authorization will be issued keys. Transfer of keys from one person to another is not permissible. Keys are not to be duplicated, other than through the appropriate office within the campus.

At time of termination the employees are responsible to return to the appropriate office any keys assigned to them. No termination benefits will be cleared for payment until keys issued are returned.

## PAYROLL POLICIES

### PAYDAY

La Sierra University's pay period begins every other Sunday at 12:00 a.m. Paychecks may be picked up by the employee or the department head on payday. Paychecks not picked up by 11:00 a.m. are sent to the employee's mailing address. Paychecks are mailed or delivered within seven (7) days after the end of each biweekly pay period.

If a paycheck is not received, or if an incorrect paycheck is received, contact the Payroll Department at ex 2034.

### PAYROLL ADVANCES

Payroll advances are made only in cases of emergency. In those rare cases in which an advance is necessary, the employee must make arrangements directly with the Payroll Manager. Payroll advances will be given only for time already worked. The employee is expected to plan ahead to avoid the necessity of drawing cash before scheduled paydays.

### PAYROLL DEDUCTIONS

1. Legislated - These are deductions made until the maximum year-to-date amount required by law has been deducted. The paycheck stub indicates current and year-to-date legislated deductions and includes:

- Social Security (FIO)
- Medicare (FIM)
- Federal Income Tax (FIT)
- State Income Tax (SIT)
- Disability Insurance (VDI or SDI)

2. Garnishments - These deductions are made as required by law when the University is served with a garnishment or writ of execution.
3. Voluntary - Voluntary deductions can be made by the University for the sake of convenience to employees. Voluntary deductions are made only at the written request of the employee and include such items as optional

insurance, medical coverage, rent for University housing, flexible spending and retirement.

## **SOCIAL SECURITY and MEDICARE**

The University deducts Social Security and Medicare payments from your wages and contributes to your Social Security accounts. This tax (FIM and FIO) entitles you to retirement, disability, Medicare, and survivor's benefits as provided by the Social Security Program.

Employees, even though they are not yet planning to retire, should apply for Medicare three months before the employee or spouse reaches age 65 in order to protect their future medical benefits. Employees covered under the LSU Health Care Plan may delay enrolling in Medicare Part B without penalty until coverage ends.

Additional information concerning this is available at the Social Security office.

## **EMPLOYEE BENEFITS**

### **HEALTH PLAN**

La Sierra University offers a comprehensive health care plan.

- a. Eligibility
  1. A full time employee may
    - i. Enroll in the La Sierra University Health Plan.
    - ii. Enroll their spouse in the La Sierra University Health Plan if the spouse does not have health care coverage available through their own employer.
    - iii. Enroll their children in the La Sierra University Health Plan until they reach the age of 26.
    - iv. Enroll their adult children in the La Sierra University Health Plan subject to the current provisions of the plan.
  2. Part-time employees are not eligible for coverage under this plan.
- b. Enrollment

It is the responsibility of the employee to file the appropriate enrollment forms with the Office of Human Resources.

### **HEALTH SERVICE**

The Health Services Department provides medical care at no charge for all University employees who are enrolled in the La Sierra University Health Plan.

In the case of an injury within the scope of your employment, the University provides, at no charge to you, the care required because of the injury at the Healthpointe Medical Clinic. See WORKERS' COMPENSATION on page 32.

For life-threatening emergencies, call 911.

### **RETIREMENT PLAN**

The University participates in a retirement program administered by the General Conference of Seventh-day Adventists. This defined contribution plan began on January 1, 2000. Employee with years of service before January 1, 2000 may also qualify under the defined benefits plan which was frozen on December 31, 1999. The

Human Resources Department and the Payroll Department are available for information and counsel concerning retirement.

1. Adventist Retirement Plan (Defined Contribution Plan effective January 1, 2000).
  - a. Under the Adventist Retirement Plan (ARP) which began on January 1, 2000, the University makes a basic contribution into the employee's retirement account.
  - b. Employees are fully vested for all employer contributions into the ARP.
  - c. The employee may elect to defer a portion of his or her salary into this retirement account. The University matches these employee contributions subject to limits. For more information on the details of the matching contributions contact the Human Resources Department.
  - d. All contributions are invested on behalf of the employee into investment funds that the employee selects.
  - e. For information regarding current employer contribution rates and matching limits and for a list of available funds contact the Human Resources Department.
  
2. Defined Benefits Plan (Frozen December 31, 1999)

The denominational retirement plan has gone through many modifications since its inception in 1911. As of December 31, 1999, the Defined Benefits Plan was frozen. This means that, as of that date, no employee of a United States Seventh-day Adventist institution will be earning service credit towards this plan. However, an employee may qualify for benefits under this plan. For more information or counseling concerning this plan contact the Human Resources Department.

## **TAX SHELTERED ANNUITIES**

Tax Sheltered Annuities (TSA) are a unique benefit enjoyed only by employees of certain nonprofit organizations. It allows them to keep part of the taxes they would normally pay and put them to work in a qualified retirement program. There are several companies represented at the University with a variety of programs. These can all be handled through payroll deduction. For information packets and names of representatives, contact the University Human Resources Department.

## **FLEXIBLE SPENDING ACCOUNT PLAN**

Flexible spending accounts are a tax favorable plan whereby employees can pay for eligible expenses through payroll deduction with dollars that are not subject to federal, state, Social Security and Medicare taxes. The plan consists of a Health Care Account and a Dependent Care Account.

This plan also allows employees to pay for certain insurance with pre-taxed dollars. The insurances currently being pre-taxed are the following: The La Sierra University Health Plan and AFLAC. For more information, contact the Payroll Office x2034.

## **FAMILY AND PERSONAL LEAVE POLICIES**

Family and personal leave policies are briefly outlined below. It is not practical to give the complete details of these policies here for several reasons including: federal and state laws dictate many of the details of these policies and thus these policies must be updated when the laws change; these policies overlap with other policies and must be coordinated with them (e.g., disability); and there can be subtle differences between paid and unpaid leave. For current details of how these policies are applied in a particular situation consult with the Human Resources Department.

## **PERSONAL LEAVES OF ABSENCE**

Unpaid time of two (2) weeks or more away from work requires a leave of absence. After an employee has been employed by the University for at least one year, he/she may request a leave of absence for specific reasons. Some of these include study, extension of maternity leave beyond disability, and military service. Request for a leave of absence should be requested in writing at least one month before it is desired through your department to the Human Resources Department.

A leave of absence will be granted for up to three (3) months with the possibility of one extension of up to three months. Some factors a department head takes into consideration in submitting a request for a leave of absence to the Human Resources Department are: current work load, length of leave, and available coverage of work responsibility.

While on a personal leave of absence an employee does not receive any salary or other financial support from the University. Health Care benefits terminate at the beginning of a leave of absence, unless the employee exercises his/her option to purchase continued coverage for up to six (6) months at full projected cost based on the current buy-in rate. Forms are available at the Human Resources Department.

The University cannot guarantee employees on leave of absence that their positions or any position will be available upon termination of the leave. Employees on military leave receive job alignment seniority benefits as prescribed by law upon immediate return to University employment following their term of service. The Human Resources Department will make a reasonable effort to place employees returning from any type of leave of absence in positions comparable to the ones they left. Leave of absence policy and request forms are available at the Human Resources Department.

## **FAMILY and MEDICAL LEAVE**

La Sierra University is covered under the federal Family and Medical Leave Act (FMLA) and complies with all FMLA requirements. This leave is primarily unpaid; however, in some cases the leave may be partially paid. This policy addresses FMLA leave for eligible employees for the following reasons:

1. The birth of a child to an employee or spouse, or placement of a child with the employee for adoption or foster care.
2. The employee's own serious health condition.
3. The employee's need to care for a child, spouse or parent with a serious health condition.
4. The employee's need to care for a child, spouse, parent or next of kin who is a covered military service member with a serious injury or illness.

5. A qualifying exigency for the employee's child, spouse or parent on active duty or called to active duty in the United States military service.

### Conditions for Eligibility

1. Employees are eligible for a leave of absence if they have worked for La Sierra University for at least 12 months, and have worked at least 1250 hours in the 12 months preceding the leave.
2. This leave may be taken in one or more periods but may not exceed 12 weeks in a 12-month period for family medical leave, personal medical leave, or qualifying military exigencies, and may not exceed 26 weeks in a 12 month period to care for a covered military service member with a serious illness or injury. The 12-month period starts on the date the employee first takes FMLA leave.
3. The University may deny a family leave request for the following reasons:
  - a. The other spouse is currently on family leave or is unemployed.
  - b. Doing so would create an "undue hardship" on university operation.
4. A reasonable effort will be made to place an employee in the same or comparable position upon termination of a family leave of absence.

### Request for Leave

1. When possible, an employee must notify La Sierra University 30 days in advance of the need to take a leave of absence. When this is not possible the employee must provide notice as soon as practicable.
2. Employees must provide sufficient information for La Sierra University to determine if the leave qualifies under this policy. Written certification may be required. La Sierra University will notify the employee whether they qualify for leave under this policy, if any additional certification is needed or a reason if the employee is determined to be ineligible under this policy.

## Salary and Benefit Restrictions

1. Generally an employee leave governed by the FMLA law, other than for one's own serious health condition, is unpaid and all salary and regular pay will cease for the duration of the leave. Accrued vacation time may be utilized at the employee's request under the applicable Vacation Leave Policy for any leave. The employee's use of sick leave while on a leave of absence is subject to the applicable Sick Leave Policy. Contact the Human Resources Department for how the issue of pay is handled in a particular situation.
2. An employee taking qualified leave under this policy may also be eligible for benefits under another benefit such as Paid Family Leave or Disability Insurance, in which case the leave may be paid or partially paid.
3. Generally during a family leave of absence
  - a. Service credit will not be accrued.
  - b. University Health Plan benefits will terminate at the beginning of the leave unless the employee opts to purchase continued coverage at full projected cost based on the current buy-in rate.
  - c. All other benefits will cease for the duration of the leave.

Contact the Human Resources Department for details in a particular situation.

4. During a leave for an employee's own serious health condition:
  - a. Service credit will be accrued for the duration of an approved short-term disability pay.
  - b. University Health Plan benefits will terminate after 12 weeks of leave unless the employee applies and is approved for Long-Term Disability benefits.
  - c. All other benefits will end after 12 weeks of leave if the employee is unable to return to work.

## **PAID FAMILY LEAVE**

All employees are automatically covered by the La Sierra University Voluntary Disability and Paid Family Leave Benefit Plan unless a notice of rejection is filed with the Office of Human Resources, in which event they are covered by California State Disability Insurance (SDI) for Paid Family Leave. Special arrangements are made for those employees who reside outside of the State of California.

Paid Family Leave is funded by employee payroll deduction and provides up to 6 weeks of benefits in a 12-month period when an employee stops working or reduces their work hours in order to care for a seriously ill family member or to bond with a new child, as defined by the California Unemployment Insurance Code. The PFL benefit may be supplemented with vacation up to the amount of an employee's average net pay.

Contributions to Paid Family Leave benefits provided under this plan are determined by the California Employment Development Department (State Rate). Please refer to the La Sierra University Voluntary Disability and Paid Family Leave Benefit Plan document for the specific plan details on the amount and duration of Paid Family Leave. PFL benefits are taxable under federal law and are subject to tax withholding for Federal taxes.

Paid Family Leave provides 6 weeks of job protection or return rights. Your job may also be protected if your leave qualifies you for the federal Family Medical Leave Act and the California Family Rights Act. You must notify La Sierra University of your reason for taking leave in a manner consistent with La Sierra University's FLMA leave policy.

Employees who have opted out of the La Sierra Voluntary Plan must file for this benefit through the State of California, Employment Development Department.

Detailed information and claims forms are available from the Office of Human Resources.

## **PREGNANCY LEAVE**

Provision: Paid pregnancy leave will be granted in accordance with the DISABILITY INSURANCE policy on page 31 for any periods of actual disability caused by pregnancy, child birth or related medical conditions up to 4 months per

pregnancy. Child birth is viewed as a “disability” by employment law as the mother must miss work. The standard pregnancy leave is for a period of six (6) weeks from the date of normal delivery, or a period of eight (8) weeks from the date of cesarean delivery. The beginning date and duration of the pregnancy leave shall be based on the certification of the attending physician.

Remuneration: Beginning with the first day of pregnancy leave, a portion of the regular remuneration will come from disability and the remainder from the employing department. At the end of the six or eight weeks, salary will cease unless further disability is certified by the physician.

Forms To Be Completed: Prior to the beginning of the pregnancy leave the employee shall submit to the Human Resources Department a leave of absence and disability forms. Both of these forms are available at the Human Resources Department.

Health-Care Expenses: Assistance is provided on certain health care expenses that are incurred during a pregnancy leave. See the HEALTH PLAN POLICY on page 24.

Post Leave Employment: The employee will be allowed to return to the former position or a comparable position, at the end of the pregnancy leave of absence if the time away from work does not exceed four (4) months.

## **DISABILITY INSURANCE**

All employees are automatically covered by the La Sierra University Voluntary Disability and Paid Family Leave Benefit Plan unless a notice of rejection is filed with the Office of Human Resources, in which event they are covered by California State Disability Insurance (SDI) for Disability Insurance. Special arrangements are made for those employees who reside outside of the State of California.

Disability Insurance is funded by employee payroll deduction, and is available for non-work-related accidents or illnesses that involve time lost from work. Contributions to disability insurance benefits provided under this plan are determined by the California Employment Development Department (State Rate). Please refer to the La Sierra University Voluntary Disability and Paid Family Leave Benefit Plan document for the specific plan details on the amount and duration of insurance.

After seven calendar days of absence due to medical reasons, employees are expected to file for disability insurance with the Office of Human Resources. The maximum benefit payable for any one disability period is 52 times the weekly benefit rate. The disability benefit will be supplemented with sick leave and/or vacation up to the amount of an employee's average net pay for a maximum of up to 6 months. Application for this benefit should be made within 60 days of the first compensable day. These disability payments to the employee are exempt from income taxation. An Employee who is disabled more than 3 months should apply for Long Term Disability. See LONG-TERM DISABILITY on page 36.

Disability Insurance provides 12 weeks of job protection or return rights. Your job may also be protected if your leave qualifies you for the federal Family Medical Leave Act and the California Family Rights Act. You must notify La Sierra University of your reason for taking leave in a manner consistent with La Sierra University's FLMA leave policy.

Employees who have opted out of the La Sierra Voluntary Plan must file for this benefit through the State of California, Employment Development Department. SDI weekly benefits commence on the eighth day of disability due to accident or illness.

Detailed information and claims forms are available from the Office of Human Resources.

## **WORKERS' COMPENSATION**

La Sierra University provides worker's compensation benefits to all employees for work-related injuries or illnesses. Coverage includes all medical care, temporary disability benefits up to a specified amount per week, and benefits for permanent disabilities.

In the event of any work-related illness or injury, an employee should report the situation promptly to their supervisor and the Human Resources Department. An Injury and Illness Incident report must be filed with the Human Resources Department. Human Resources will arrange for medical treatment at the appropriate facility. Worker's compensation statutes will govern all additional medical care.

In the event of a life-threatening emergency please call 911 immediately for the employee to be taken by ambulance to the nearest emergency facility, and then notify Human Resources within 24 hours.

For injuries that occur before 8:30 in the morning, after 4:30 in the afternoon, and on weekends, contact Security at ex 2222. They will make the arrangements for the employee to receive medical treatment. The employee should follow up with Human Resources the following day.

Human Resources will also work with the supervisor in cases where time off or job restrictions are in place, to coordinate all follow-up appointments, and act as the liaison with the University's Workers Compensation carrier.

Worker's compensation benefits may be supplemented up to the amount of an employee's average net pay for up to six months with sick leave and/or vacation leave. Further information is available at the Human Resources Department. Worker's compensation regulations state:

"Your employer or his insurance carrier may not be liable for the payment of worker's compensation benefits for an injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not a part of the employee's work-related duties."

## **HOLIDAYS WITH PAY**

All salaried employees are entitled to each of the nine paid holidays recognized during the year. If the holiday falls on a Friday or a Saturday, La Sierra University will be officially closed for business at 12:00 noon on the preceding Thursday. If the holiday falls on Sunday, the University will be officially closed for business the following Monday. The University will also be officially closed for business at 12:00 noon on the Wednesday before Thanksgiving and at 12:00 noon on December 24 if the 25th falls on a weekday. The holidays that the University recognizes are as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday following Thanksgiving
- Christmas Day

## VACATION LEAVE

Salaried employees who work at least half time are eligible for Vacation Leave. SDA-transfer employees accrue Vacation Leave according to their total denominational tenure, based on full time-time equivalency.

Vacation Leave is granted each pay period to full-time salaried employees based on the following thresholds:

1. During the first four years of full-time denominational employment, 3.077 hours per pay period. The annual accrual is 80 hours (two weeks). The maximum accrual is 160 hours (four weeks).
2. For five through nine years of full-time denominational employment, 4.616 hours per pay period. The annual accrual is 120 hours (three weeks). The maximum accrual is 200 hours (five weeks).
3. After nine years of full-time denominational employment, 6.16 hours per pay period. The annual accrual is 160 hours (four weeks). The maximum accrual is 240 hours (six weeks).

Vacation Leave for regular part-time salaried employees is prorated based on the employee's percentage of full time employment using the formulas listed above. The years of service thresholds are met for part time employees based on their years of full-time equivalency.

Vacation Leave begins to accrue from date of hire and is available for use after ninety (90) days of employment. It is automatically fed into the employee's Vacation Leave Bank until the bank reaches the maximum. Accrual then stops until time off is taken and the total falls below the maximum.

Vacation Leave may be used for vacation, personal business, or in place of sick leave if the sick leave bank has been depleted. Vacation Leave should generally be taken during the fiscal year in which it is earned. It is the responsibility of the employee to arrange his or her vacation with the supervisor or properly designated authority. A request for vacation should be made sufficiently in advance to allow for coverage of duties except in an emergency when it is not known beforehand by the employee that

leave will be needed. An absence under such circumstances should be reported immediately to the supervisor.

Vacation leave taken is reported each pay period to the department for which the employee works. The designated Kronos supervisor will add the amount taken to the Kronos Time and Attendance system. The hours used are reflected on the employee's paycheck stub, and will reduce the vacation leave balance.

Holidays are not part of the vacation leave accrual and do not reduce the vacation leave bank.

Unused vacation leave may be accumulated from year to year up to the maximums listed above. In no case may an employee accumulate more than six weeks in a given year.

Unused vacation leave will be paid out to the employee under the following circumstance:

1. At the time of termination or retirement, unused vacation leave up to a maximum of six weeks shall be granted.
2. After 6 months of continuous disability, unused vacation leave up to a maximum of six weeks shall be paid out to the employee and vacation accrual will stop.

## **SICK LEAVE**

All salaried employees are eligible for Sick Leave. Sick Leave is granted at the rate of 3.08 hours for full time employees. Sick leave for regular part-time salaried employees is prorated based on the employee's percentage of full time employment. The maximum annual accrual is 80 hours (two weeks). The maximum accrual is 760 hours.

Time in the employee's Sick Leave Bank may be used for preventive care, or for the diagnosis, care, or treatment of an existing health condition for the employee or a family member of the employee. Sick Leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek help or obtain a restraining order.

A request for sick leave should be made in advance when the employee has a scheduled medical appointment. An absence due to an illness should be reported to the employee's supervisor as soon as the employee is able, and before the beginning of their workday.

Sick leave taken is reported each pay period to the department for which the employee works. The designated supervisor will add the amount taken to the payroll Time and Attendance system. The hours used are reflected on the employee's paycheck stub, and will reduce the sick leave balance.

Each calendar year employees may use up to one half of their annual Sick Leave accrual (40 hours maximum) to attend to the illness of their child, parent, spouse, grandparent, grandchild, sibling or any other family member covered by law.

The Sick Leave Bank is a non-vested bank and upon termination no payment will be made from it. If the staff employee returns to the university as an employee in any capacity, the sick leave bank will be reinstated.

Portability of Sick Leave Bank. Accrued Sick Leave time may be transferred if an employee transfers directly to or from another denominational employer.

Part-time Work after Illness. An employee may return to work on a part-time basis after an extended illness or disability only upon written recommendation of the attending physician. The recommendation should include the estimated length of such part-time work. The actual time worked shall be paid at the regular rate. The balance may be paid from Sick Leave time if any is available.

Coordination with disability and worker's compensation.

Sick leave is used to supplement Short-term Disability and Worker's Compensation Total Temporary Disability payments. See DISABILITY INSURANCE on page 31, and WORKERS' COMPENSATION on page 32. If an employee's sick leave bank is exhausted, the vacation leave bank will be used. After 6 months of continuous disability, any remaining sick and vacation balance will be cashed out to the employee and accrual will stop.

## **LONG-TERM DISABILITY**

The University sponsors a long-term disability insurance program for all regular full time employees. This insurance is completely funded by the University.

In the event that an employee is disabled and unable to continue work, this policy is designed to maintain an employee's income at two-thirds of the pre-disability income level until normal retirement age. However, this insurance will also be coordinated with other disability benefits such as Social Security, workers compensation, and short-term disability, etc.

For a more complete description of the coverage offered under this program, please refer to the Long-Term Disability Certificate that is given to all eligible employees. Information is available in the Human Resources Department.

## **DEATH AND BEREAVEMENT LEAVE**

Regular full-time University employees who lose a member of the family in death may be granted a leave with pay up to three days, according to distance and circumstances. Up to five days will be allowed when travel to the funeral requires more than one day's travel. (Part-time employees are eligible on a prorated basis.) Family members include husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, grandparents and grandchildren. Request for bereavement leave is made through the Department Director, who will notify the Human Resources Department immediately.

## **JURY DUTY**

La Sierra University recognizes the responsibility of its employees to fulfill their civic obligation to perform jury duty. The University will do what is necessary to facilitate the fulfillment of that obligation.

If an employee receives a summons for jury duty, he/she must submit it to his/her department head as soon as it is received. The University pays an employee's current rate of pay for each regularly scheduled hour of work lost because of jury duty served, up to eight hours a day. If time served on jury duty is less than eight hours on any day, the employee is expected to return to work.

Court verification of jury duty served must be submitted to the Human Resources Department. The maximum allowance of jury duty is ten work days per calendar year. Currently, the State of California reimburses jurors only for mileage and meal expenses. This reimbursement need not be turned in to the University.

## VOTING TIME

The State of California keeps voting polls open so that voters are able to vote outside working hours. However, when it is impossible to do this, employees who are registered voters may be granted up to two hours off with pay on an election day in order to vote. Arrangements need to be made with supervisor.

## UNEMPLOYMENT INSURANCE

All employees, except students who are currently enrolled and attending classes at La Sierra University, whose employment is discontinued due to reallocation, reductions of resources or who terminate their employment for just cause as defined by law, are covered by the California State Unemployment Insurance Plan. Eligibility, waiting period, rate of compensation, and the duration of compensation payments are fixed by law. The University bears the cost of this program on behalf of its employees. Information and applications for unemployment benefits are available at:

State of California Employment Development Department  
Telephone: (800)-300-5616

## LIFE INSURANCE

The University participates in a life insurance program governed by guidelines set by the North American Division (NAD). Employees may receive detailed information about this program from the Human Resources Department.

1. **Purpose:** To provide a basic death benefit to the beneficiaries of the employee, spouse, or dependent.
2. **Eligibility:** Active full-time employee, working a minimum of 36 hours per week, and a spouse or child thereof as defined in the Health Care Assistance Plan.
3. **Benefit Provisions:** Benefits are paid on the death of the employee, spouse, child or stillborn child. For the current amounts contact the Human Resources Department.

4. **One benefit per Death:** If the spouse or dependent(s) are also employees of the Seventh-day Adventist denomination, only one benefit per death will be made.
5. **Portability:** Employees who have retired or terminated employment from the NAD may continue their coverage. Such employees must apply for the portable coverage for themselves and dependents within 31 days after the date of termination.
6. **Funding:** This benefit is paid by the employer.

For more information, contact the Human Resources Department.

## LIABILITY INSURANCE

The University provides comprehensive professional liability insurance protection for any person employed by the University, but only as employees are acting within the scope of their assigned duties. Further information regarding coverage under this policy is available from the University's Risk Management Department.

## TUITION BENEFITS

Full-time salaried employees or their spouses may register without tuition charge for a limited number of undergraduate or graduate units of course work each quarter subject to the following restrictions:

1. A maximum of six free units per quarter.
2. A maximum of 2 free classes per quarter.
3. A maximum of sixteen free units per academic year.

Full-time salaried employees may register for additional units of credit at 50% of the normal tuition rate. If the employee has completed four years of employment at La Sierra University, the spouse may register for additional units of credit at 50% of the normal tuition rate.

This tuition benefit applies only to courses at La Sierra University. It does not apply to Distance Learning courses, extension courses, any fees associated with a course, such as lab, studio or music lesson fees, or tour costs. If a class conflicts with an employee's work schedule, approval must be obtained. Approval may be granted or withheld at the discretion of the supervisor/department head.

Application forms and detailed information regarding eligibility requirements, course limitation, etc., are available at the Human Resources Department.

A portion of this benefit is taxable, and payroll taxes will be withheld. Detailed information is available from the Human Resources Department.

## **TUITION ASSISTANCE FOR DEPENDENT CHILDREN**

Tuition assistance is available for the unmarried, dependent children of full-time salaried employees.

Conditions for Eligibility:

1. For tuition assistance, the student must be:
  - a. An unmarried dependent of a full-time salaried employee.
  - b. Less than 24 years of age, unless the student has given compulsory military service or volunteer service for the church, or has documented medical condition which has delayed the dependent's education.
  - c. Eligible to be claimed as a dependent on the employee's income tax return.
  - d. Born to, or legally adopted by, a salaried parent, or be a stepchild by marriage receiving less than 50% of support from the natural parents.
2. The dependent is enrolled in a Seventh-day Adventist school including elementary or secondary school, undergraduate postsecondary school, including undergraduate technical or professional school, or a fifth

college year required for professional certification or credential at the time for which the assistance is paid.

3. A dependent who is enrolled at La Sierra University and is a Cal Grant recipient has access to a fund for miscellaneous educational expenses. Tuition assistance is limited to an approved program and does not apply to discounted programs.
4. In cases where an undergraduate level program of study is not offered in a Seventh-day Adventist school in the North American Division, assistance may be granted for attendance at a non-Seventh-day Adventist school.
5. The maximum college and university assistance will be for fifteen (15) quarters. Assistance will stop at the completion of a bachelor's degree unless the dependent is working on a teaching credential. Up to three additional quarters of assistance is allowed for taking post-baccalaureate classes that apply toward a teaching credential (these quarters count toward the fifteen maximum).
6. Following the death of the salaried employee parent, tuition assistance will continue for one academic year.

#### Rate of Assistance:

1. La Sierra University:
  - a. The dependent of a full time salaried employee with less than one full year of employment at La Sierra University is eligible for total combined institutional aid of 75% on tuition and the fees required of all students. Information on required fees is available from the Student Financial Services Office.
  - b. The dependent of a full time salaried employee who has completed one full year of employment at La Sierra University is eligible for total combined institutional aid of 85% on tuition and the fees required of all students. Information on required fees is available from the Student Financial Services Office.

- c. The dependent of a full time salaried employee who has completed two full years of employment at La Sierra University is eligible for total combined institutional aid of 100% on tuition and the fees required of all students. Information on required fees is available from the Student Financial Services Office.
  - d. The tuition assistance is applied after all La Sierra University scholarships have been awarded and is reduced by the amount of this aid. If institutional aid exceeds the rate of assistance listed in a, b or c above, this tuition assistance does not apply.
  - e. The employment requirement listed in a, b or c above must be met by the first day of the quarter for the benefit to apply for that quarter.
  - f. In addition Cal Grant recipients have available up to \$1,000.00 per year for items that may include fees not required of all students, required textbooks and supplies purchased at the La Sierra University Bookstore; and La Sierra University sponsored academic trips. Information on currently allowed expenses (which may be different from the examples listed above) and the appropriate manner of reporting them is available from the Student Financial Services Office.
2. Other Seventh-day Adventist schools: 70% for residence hall students and 35% for students not in the residence hall on tuition of attending institution.
  3. Adventist College Abroad: Based on the percentages of (2) above, using the host institution rates as the basis of computation for a period not to exceed four years, regardless of the home campus.
  4. Non-Seventh-day Adventist schools: Based on the percentages of (2) above, using the host institution rates as the basis of computation not to exceed the amount which would normally be granted for attendance at a Seventh-day Adventist school in the same geographic area.

Calculation and Payment:

1. The amount of assistance may be affected by state and federal tuition-assistance awards. Detailed information is available from the Student Financial Services Office.
2. For academy, college and university students, assistance is calculated on the gross charges for tuition and the fees required of all students, which is before family and other discounts, excluding a Seventh-day Adventist Discount.
3. Payment is made directly to the institution involved once each quarter, semester, or summer term approximately half way through the term.
4. When the spouse of a salaried employee is employed by another Seventh-day Adventist organization which also provides tuition assistance, the university and the other organization are each responsible for one-half of the assistance if the rate of assistance is the same at both organizations. When the rate of assistance is different the method of paying the assistance and dividing the cost is negotiated by the two organizations.
5. A portion of this benefit may be taxable and payroll taxes may be withheld. Detailed information is available from the Human Resources Department.
6. Tuition assistance application forms and additional information are available at the Department of Human Resources.

## **DUPLICATE HOUSING ASSISTANCE**

When an employee moves from one location to another, and, because of the conditions of lease or failure to sell or rent one's home, he/she is required to pay housing expense both at the former location and at the new location, an allowance may be granted to cover the time when payments are being made at both locations and both homes are habitable.

1. Initial Assistance - The allowance may be granted under normal conditions for up to three months.

2. Unusual Circumstances - In unusual circumstances when the employee has not been able to sell the home at his/her former location and evidence is presented indicating that the asking price for sale home at the end of the three-month period referred to in number 1 above was no more than 100% of an appraisal provided by an independent appraiser, up to an additional three months of assistance may be granted. An independent appraiser shall be understood to be a qualified appraiser such as may be contracted through banks or home loan associations. Real estate agents shall specifically be excluded from this group. The reasonable cost of such appraisal will be reimbursed by the University.
3. Extreme Circumstances - If the employee has not been able to sell the home after having received an allowance for six months because of extreme circumstances, the allowance may be continued for a further period of up to six months if the asking price for the said home is no more than 95% of the appraisal during this period.
4. Amount - When granted, the monthly allowance shall be the lesser of the actual housing expenses at the former and current location, up to \$1,000. Fifty percent of any rent income shall be deducted from this allowance. The total assistance on duplicate housing expense shall be granted during the first 12 months following an employee's move to a new location.
5. This benefit is taxable, and payroll taxes will be withheld. Detailed information is available from the Human Resources Department.

## HOUSING ASSISTANCE

A full-time salaried employee at the director level and above, under the following specifications, is eligible to receive financial assistance when purchasing a home (i.e., a primary residence that could be, for example, a house, duplex, condominium, etc.).

1. Conditions for Eligibility
  - a. For a director level salaried employee currently employed at La Sierra University the conditions of eligibility are that they have not owned a home in the last three years and are purchasing a home within the housing assistance area.

- b. For a salaried employee newly hired into a director level position at La Sierra University the conditions are that they are relocating within the housing assistance area, or, if they live in the housing assistance area, they do not currently own a home.
- c. This benefit may be applied only once per household.

## 2. Housing Assistance Area

The housing assistance area is defined as the area within 50 miles driving distance of La Sierra University.

## 2. Amount of Assistance

- a. The total amount of assistance depends on which of two payment schedules the employee elects. The amount is a percentage of an assistant professor's salary (Step 5 PhD Assistant Professor) at the time the home is purchased.

Schedule 1: The percentage is a total of 50% paid over the first five years after the home is purchased. The amount is distributed as follows: 15% the first year; 12.5% the second year; 10% the third year; 7.5% the fourth year; and 5% the fifth year.

Schedule 2: The percentage is 42% payable up-front as a lump sum, one-time payment.

## 3. One-time Bonus

- a. An additional one-time bonus of \$5,000 will be paid if the home purchased is within 10 miles of campus.
- b. A salaried employee at the director level or above newly hired or currently employed at La Sierra University who sells a home further than 10 miles from campus, and purchases a home within 10 miles of campus is eligible for the \$5,000 bonus, if otherwise not eligible under this policy.

## 4. Amortization Period

- a. For Schedule 1 there is no amortization period.
- b. For Schedule 2 the amortization period is the first five years after the home is purchased and is one-fifth of the total amount each year.
- c. For the one-time bonus for purchasing a home close to campus the amortization period is the first five years after the home is purchased and is one-fifth of the total amount each year.

5. Payment

- a. Employees electing to receive the amount over the five-year period (Schedule 1) will be paid biweekly starting when the home is purchased.
- b. Employees electing an up-front, one-time payment (Schedule 2) will be required to sign a legal note obligating them to repay the unamortized balance if they leave University employment before the end of the amortization period. The full amount of assistance will be paid when the home is purchased.
- c. The one-time bonus for purchasing a home close to campus will be paid at the time the home is purchased. The employee will be required to sign a legal note obligating them to repay the unamortized balance if they leave University employment before the end of the amortization period.
- d. This benefit may be taxable and appropriate taxes will be withheld. Detailed information is available from the Human Resources Department.

## **AUTOMOTIVE COLLISION ASSISTANCE**

If a vehicle owned by a salaried employee is involved in an accident and the employee carries \$200 or more deductible on his/her auto insurance policy, the employee pays the first \$50 of the cost and the University pays the remainder of the deductible up to but not to exceed a maximum of \$150. This applies to the first two accidents within a fiscal year. Employees are responsible for the entire amount of the deductible for

additional accidents within the same fiscal year. When a deductible is carried on comprehensive coverage, the employee is responsible for the entire amount of the deductible in a claim. For additional information, contact the Financial Administration Office. This is a taxable benefit, and payroll taxes will be withheld.

## **ADOPTION ALLOWANCE**

A full time salaried employee may be granted assistance for 75 percent of the medical and legal expenses incurred in the adoption of a child if the adoption is completed. The maximum assistance to be granted shall not exceed the equivalent of up to two times an assistant Professor's monthly salary (step 5 PhD Assistant Professor) at the time the adoption is completed and is limited to one allowance per child.

## **MOVING EXPENSE ALLOWANCE**

Salaried personnel who have been hired outside the local area and for which moving arrangements have been negotiated are eligible, subject to a mileage limit, for moving and travel allowances if these expenses are not otherwise assumed by another Seventh-day organization. Eligibility for this benefit is the same as the IRS uses to determine if moving expenses qualify for a possible tax deduction. Detailed information concerning eligibility is available from the Human Resources Department.

1. Moving and travel expenses to be reimbursed by the University are arranged with the Dean or Vice President and the Human Resources Department.
  - a. The choice of mover and arrangements for moving are made by the University in consultation with the salaried employee to be moved. Only insured carriers are used. If additional insurance is deemed necessary by the faculty member to cover for example, antiques or musical instruments, it is their responsibility to obtain it.
  - b. Reimbursement for moving household and personal effects for either a single person or a family does not exceed that of the capacity of one moving van, which will hold approximately 18,000 to 20,000 pounds.

- c. An allowance to cover packing and other incidental moving expenses is available in the amount of \$300 for the employee and, if the employee is married, \$300 for the spouse.
  - d. Employees who are called from another state and who are required to pay duplicate excise tax/sales tax will receive expense on one car if they register their car within 90 days of moving to the new area. If the employee has a spouse, the above-mentioned expenses may also be reported on a second car.
  - e. A portion of this benefit is taxable, and payroll taxes will be withheld. Detailed information is available from the Human Resources Department.
2. The mode of travel allowed is one of the following:
- a. **Air travel:** Air coach fares for the employee and family dependents from the previous location to the University by the most direct route.
  - b. **Automobile travel:** Mileage at the current rate for one or two vehicles by the most direct route on an average of 500 miles per day, plus actual reasonable motel costs for the days in route, and food and incidentals at the current per diem rate for the employee and the employee's immediate family.
  - c. **Trailer or camper travel:** Current authorized rate for the days in route, subject to prior approval by the Human Resources Department.
3. Moving Expense Amortization
- a. Agreement - Employees called to the University will be required to sign a moving amortization agreement before moving arrangements begin.
  - b. Voluntary Terminations - Employees who terminate voluntarily from the University within the first four years are required to reimburse the University for the unamortized portion of the

moving and related travel expenses according to the following schedule:

- i. Less than two years of employment - 100% reimbursement
  - ii. More than two years but less than three years of employment - 50% reimbursement
  - iii. More than three years but less than four years of employment - 25% reimbursement
  - iv. More than four years of employment - 0% reimbursement
- c. Transfers - If termination from the University occurs within the first four years of employment because of an inter-denominational transfer, the University will recover a portion of the expenses of the previous move according to the foregoing schedule.

## **RETIRING EMPLOYEE MOVING ALLOWANCE**

A retiring salaried employee with 30 or more years of denominational service receives the same benefits for a final move within the North American Division as incoming University personnel, with the omission of the flat allowance for packing and other incidental moving expenses. An employee who has less than 30 but more than 10 years denominational service may receive assistance on a prorated basis.

This move should be processed according to the University's moving policy. Arrangements need to be made within a period of five years after retirement unless some other definite arrangements have been approved by the Vice-President of Financial Administration. Requests for a time extension may be submitted to the Vice-President of Financial Administration.

This benefit is taxable and will be reported to the Internal Revenue Service. Detailed information is available from the Human Resources Department.

## **TERMINATION PAY**

Termination pay consists of pay due for all hours worked and all remaining vacation. All termination pay is made at the current rate of pay. The employee is responsible for returning all University property (such as keys, uniforms and I.D. and Health Insurance cards) before receiving termination pay.

A letter of resignation from the employee or letter of termination given by the University and a completed vacation record must be presented to the Human Resources Department in order to initiate termination pay procedures, which vary according to the type of termination:

**Discharge :** Termination pay is given to the discharged employee upon notice of discharge or within 24 hours of termination. The employee's supervisor is responsible for working with the Human Resources Department to insure that the check is prepared before notifying the employee.

**Resignation:** Termination pay is prepared within 72 hours of termination. However, if an employee gives the supervisor and payroll at least 72 hours notice termination pay will be prepared immediately upon termination.

## TERMINATION SETTLEMENTS

**Eligibility:** University employees who have been employed at least two years may be granted a termination financial settlement, providing they are not immediately eligible for benefits from the Retirement Plan. This policy applies to the following:

1. Employees who are dismissed and those who are counseled to resign by the employing organization, who have not been offered employment by another denominational organization in an area of service in which the person has acquired qualifications through training and/or experience, and who will not be eligible for benefits from unemployment insurance or worker's compensation.
2. The surviving dependents of employees who have died while in active service. Death benefits that are received from worker's compensation and accident insurance that has been provided by the University will be deducted from the termination settlement. This assistance is in addition to that which is provided by the employee survivor benefit policy. See LIFE INSURANCE on page 38.

3. Employees who serve until the age of 65, but who are not eligible for retirement benefits because of having entered denominational service after their 55th birthday.

**Ineligible Employees:** An employee who voluntarily terminates his/her employment or who requests a leave of absence is not eligible for a termination settlement.

**Service Records:** The termination settlement shall be noted in the employee's service record but does not cancel any part of his service credit unless such settlement exceeds the provisions of this policy. If an employee who has received a termination settlement re-enters denominational service at a later date, any further settlement would be based on service accrued since the date of the previous settlement.

**Settlement:** The settlement shall be payment or payments equal to 25% of one month's remuneration, excluding area travel and all other allowances for each year of full-time service or major fraction thereof, plus unused earned vacation to which the employee is entitled up to a maximum of six weeks. In no case shall the settlement exceed the equivalent of five months' remuneration. In the case of a surviving dependent parent, no more than five years of full-time service shall be counted.

**No Service Credit:** The settlement shall not add service credit to the employee's record.

## **EXPENSE REPORT POLICIES AND PROCEDURES**

La Sierra University reimburses employees for authorized business expenses, according to the Expense Report Policy and Procedures document. For the complete document, please go to:

<https://lasierra.edu/accounting/>

These Expense Report Policies and Procedures explain how La Sierra University funds may be used to pay for reasonable and necessary costs of the University's activities. Detailed in this policy are the requirements and guidelines to ensure that University funds allocated toward official business are:

- Appropriately used;
- Properly authorized;
- Supported by a business purpose;
- Substantiated by applicable receipts;
- Supported by sufficient funds;
- Correctly processed for payment; and
- In compliance with IRS, Sponsored Project, and State Board of Equalization requirements.

All expenses incurred using University funds are subject to these Expense Report Policies and Procedures. Federal, state, and local agencies may mandate additional restrictions on sponsored project accounts. Such restrictions will take precedence if at variance with University policy.

These policies and procedures articulate the University's minimum requirements. Additional expenditure constraints may be imposed by a Vice President, Dean, or Director within his/her organizational unit. These constraints should be monitored by internal controls within the department.

It is the responsibility of each employee who spends funds and for each Authorized Signer who approves use of funds to be aware of and to follow these and all other expense-related University policies and procedures. The University assumes no financial responsibility for expenditures incurred by employees who fail to adhere to these policies and procedures.

### **BUSINESS PURPOSE**

All University expenses must be considered reasonable in terms of price, purpose, and necessity and must be in the best interest of the University.

Therefore, each University payment request must be supported by a written business purpose, regardless of the item, type of service, amount, or form of payment. Even expenses that inherently imply having a business purpose, such as toner, paper, pens, business cards, letterhead, lab supplies etc., require a written business purpose. For these types of transactions, a written business purpose should identify the general location or project within the department for which the merchandise was purchased.

Additionally, names of the people who benefited from the transaction must be included on the payment request, regardless of source of funds, venue location (on or off campus), and form of payment used. In lieu of individual names for groups larger than ten (10), the approximate number of persons, and the group's identity, along with the business purpose, will be accepted.

## LA SIERRA UNIVERSITY POLICIES

### DISCRIMINATION AND HARASSMENT POLICY

#### **POLICY STATEMENT**

La Sierra University is committed to providing an educational and employment environment that values individuals of diverse backgrounds who can advance the institution's mission and support a learning and workplace setting free from discrimination and harassment. In keeping with this commitment, the University expects all University employees and students to conform to the requirements of federal and state law as well as standards of conduct mandated by the institution concerning discrimination and harassment matters.

Specifically, La Sierra University prohibits and this policy addresses discrimination, including harassment and retaliation, on the basis of race, color, national origin, ethnicity, religion, age (over 40), disability, veteran status, and genetic information, and any other classification protected by state or federal law in matters of admissions, employment, housing, or services or in the educational programs or activities it operates.

*La Sierra University recognizes and supports the obligation to reasonably accommodate employees with disabilities in order to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability, the employee should discuss the matter with the Office of Human Resources.*

The University also prohibits unlawful discrimination, harassment and retaliation on the basis of sex and gender, including gender identity, gender expression, and sexual orientation. The policy and procedures for complaints involving sexual harassment, sexual discrimination, sexual assault, stalking, dating and domestic violence, and retaliation are described in the *Sexual Misconduct Policy* and are not addressed by this policy. Such matters are handled by the Title IX Office.

All employees, students and affiliated third parties are expected to assume responsibility for maintaining a work and learning environment that is free from discrimination, harassment and retaliation. The University encourages individuals subjected to or who witness any form of discrimination and harassment or retaliatory conduct arising from complaints that violate this policy – to promptly report such behaviors and incidents to their supervisor and or the Office of Human Resources, so that the conduct can be

addressed and resolved immediately. Supervisors are required to promptly report conduct that violates this policy to the Office of Human Resources. The Office of Human Resources is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

## **APPLICABILITY**

This policy applies to all members of the La Sierra University community, including students, employees and affiliated third parties.

For the purposes of this policy, employees include temporary employees, student employees, part-time and full-time faculty, adjunct instructors, and all members of La Sierra University staff.

Affiliated third parties may include, but are not limited to, independent contractors, volunteers who perform work for the University, vendors, alumni, and guests or visitors to the University.

This policy pertains to acts of prohibited conduct committed by or against students, employees, and third parties when

- The conduct occurs on the campus or other property owned or controlled by the University; or
- The conduct occurs in the course of University-related business travel or off-campus programs, such as (but not limited to) domestic or international academic programs, field trips, study abroad, internship, work-related conferences, etc.; and/or
- This policy also applies to behavior conducted online, including via e-mail. Postings on blogs, web pages, social media sites, and other similar online postings can subject an individual or group to allegations of violations of this policy. The University does not regularly search for this information, but action may be taken by the University if and when such information is brought to the attention of the University.

Members of the University community have

- The right to a discrimination, harassment and retaliation-free work and academic environment;
- The right to file a complaint of discrimination, harassment or retaliation. Individuals are encouraged to report inappropriate conduct immediately and,

whenever possible, to put the complaint or concern in writing;

- The right to a full, impartial and prompt investigation into allegations of conduct that would violate this policy;
- The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation;
- The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process;
- The right to file a complaint directly with the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies.

## **CONDUCT PROHIBITED BY THIS POLICY/DEFINITIONS**

La Sierra University prohibits and will not tolerate discrimination or harassment based on a protected category or retaliation in any form. Such violations are subject to any combination of sanctions, including suspension, dismissal, or termination of employment.

### **Protected Characteristics**

This refers to race, color, national origin, ethnicity, religion, sex, age (over 40), disability, veteran status, and genetic information, or any other characteristic protected by applicable law.

*The policy and procedures for complaints involving sexual harassment, sexual discrimination, sexual assault, stalking, dating and domestic violence, and retaliation are described in the Sexual Misconduct Policy and handled by the Title IX Office. They are not addressed by this policy.*

### **Discrimination**

As used in this policy, discrimination is defined as the unequal treatment of applicants, employees, students, as well as consultants, volunteers, vendors, and others engaged in University business based on a protected category that is sufficiently serious to unreasonably interfere with or limit the individual's ability to participate in or benefit from employment, a University program or activity or that otherwise adversely affects a term or condition of an individual's education or living environment.

## **1. Harassment**

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, that degrades or shows hostility towards an individual because of their protected category and/or has the intent or effect of unreasonably interfering with the individual's employment or enrollment; and/or has the purpose or effect of creating a hostile, intimidating or offensive working, living or learning environment.

## **2. Sexual Harassment**

Sexual harassment is covered under the *Sexual Misconduct Policy* through the Title IX Office. Please see the *Sexual Misconduct Policy*, on page 73 of this handbook or contact the Title IX Office for complete information.

## **3. Examples Of Conduct That Constitute Discrimination Or Harassment In Violation Of This Policy**

Depending upon the circumstances and how they impact the workplace, educational programs, activities, or academic environment, examples of discrimination or harassment in violation of this policy may include, but are not limited to, the following types of conduct:

- Making decisions about a person's employment, compensation, or education based upon or motivated by the individual's protected category;
- Verbal or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner), offensive innuendo or derogatory words, (jokes, slurs, epithets, gestures, teasing) or comments concerning, based on, or motivated by an individual's protected category;
- A display of objects, pictures (symbols, cartoons, drawings, computer displays), or other media (e-mails) which create an offensive or hostile working/learning environment based on or motivated by an individual's protected category; or
- Failure to provide religious or disability-related accommodations when required by applicable law.

## **RETALIATION**

As used in this policy, retaliation is defined as any adverse action taken against an individual for reporting, providing information, exercising one's rights or responsibilities under this policy, or otherwise being involved in the process of

responding to, investigating, or addressing allegations of discrimination and harassment. Retaliatory actions, such as intimidation, threats, or coercion against any individual for having engaged in the above actions, will be addressed by the Office of Human Resources. Individuals who engage in the actions discussed in this section are subject to disciplinary action that may include, but are not limited to, written warnings, suspension, termination of employment, exclusion, expulsion, or dismissal from the University.

Anyone who is aware of possible retaliation, or has other concerns regarding the response to a discrimination and or harassment complaint, should report such concerns to the Office of Human Resources who will ensure that the matter is investigated, as well as take appropriate actions in a fair and impartial manner.

Retaliation claims based on sex fall under the scope of the Title IX Office and should be reported to the Title IX Coordinator.

### **CONFIDENTIALITY**

The University will treat inquiries and complaints about prohibited discrimination, harassment, or retaliation confidential to the extent possible, in accordance with the complaint procedures referenced herein. In some circumstances, the University may be required to act on information it has received even if the person providing the information chooses not to pursue a complaint.

### **REPORTING AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION**

La Sierra University encourages the prompt reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position, so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation.

Individuals who believe they have experienced or witnessed behavior that they believe violates this policy or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, and or human resources. Supervisors are required to promptly report conduct that they believe violates this policy to the Office of Human Resources. Any reported allegations of harassment,

discrimination or retaliation will be investigated promptly by the Office of Human Resources.

In addition, La Sierra University encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that the behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. La Sierra University recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

When a complaint alleges violation of this policy against any protected status (with the exception of sex and gender, including gender identity, gender expression, and sexual orientation – in such cases refer to the *Sexual Misconduct Policy* or the Title IX Office for more information), the Office of Human Resources will make the initial determination whether there is cause to proceed with an investigation of potential discrimination, harassment, or retaliation. If cause is found, the Office of Human Resources will conduct a prompt and thorough investigation.

The Office of Human Resources will take appropriate steps to address problems identified by anonymous disclosures. However, the Office of Human Resources ability to respond, impose discipline, and or assist the complainant will be significantly limited if they choose to remain anonymous.

Each investigation will depend on the facts, circumstances, and witnesses. Generally, the investigation will include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge or information deemed relevant, as well as a review of any evidence provided or identified by witnesses. Interim measures to protect complainants or other affected parties will be made available.

All investigations will be fair, impartial, timely and completed by qualified personnel using the preponderance of evidence standard (more likely than not).

The amount of time needed to conduct the investigation will depend in part on the nature of the allegations and the evidence to be investigated.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately to the Office of Human Resources and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately, with suitable corrective action, where warranted and in consultation with appropriate University officers, to discipline individuals who discriminate, harass, or retaliate against any person who considers or registers a discrimination, harassment, or retaliation complaint, or persons who assist with or participate in an investigation of the reported conduct.

Any party may submit a written request for appeal of the Office of Human Resources decision to the Provost's Office within 14 calendar days from the date of the mailing of the decision from the Office of Human Resources. Within a 14 calendar days of the receipt of appeal, the Provost shall make a decision based on the written complaint, the written response, the Office of Human Resources decision, the written request for appeal, any written response to the request for appeal, any meeting the Provost held in regard to the appeal, and any other material or evidence relevant to the appropriate grounds for appeal. Whether to grant a meeting with the complainant and/or respondent shall be the sole discretion of the Provost. All parties and Human Resources shall receive a copy of the reviewing Provost's decision.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if inaccurate, are made in good faith) may be the subject of appropriate disciplinary action.

Individuals may file formal complaints of discrimination, harassment, or retaliation with the agency listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

U.S. Equal Employment Opportunity Commission  
1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)  
<http://www.eeoc.gov>

## SEXUAL MISCONDUCT POLICY

### A. Institutional Values and Community Expectations

In keeping with La Sierra University's mission and its heritage as a Seventh-day Adventist university, we resolve to live consistently within traditional Christian values and teachings on sexuality. We believe that Scripture is the ultimate authority on how to conduct our lives. La Sierra University takes the position that sexuality is a gift from God. Therefore, sexual expression should honor God, self, and others. The University expects that faculty, staff, and students will not engage in sexual intercourse outside of marriage nor engage in any sexual behavior or activity that would interfere with the University learning environment and its community. However, La Sierra University recognizes that members of its community may make choices that are inconsistent with the University's expectations for sexual behavior.

La Sierra University is committed to maintaining an environment in which all members of our campus community are safe, secure, and free from sexual misconduct in any form. Our community expects that all interpersonal relationships and interactions - especially those of an intimate nature - will be grounded upon Christian principles and values, mutual respect, open communication, and clear consent. When learning of conduct or behavior that may not meet these standards, community members are expected take an active role in upholding this policy and promoting the inherent dignity of all individuals.

This policy defines prohibited discrimination and harassment and details the University's response when it has notice of sexual misconduct. Specifically, this policy prohibits all forms of sexual or gender-based discrimination, harassment and misconduct, including sexual assault, non-consensual sexual contact, stalking, sexual exploitation, intimate partner violence, and sexual harassment. Prohibited conduct also includes retaliation against a person who reports, complains about or participates in good faith in processes under this policy, and violation of interim measures. Such conduct is collectively referred to as *prohibited conduct*.

If you have any questions about this policy, you may contact the Title IX Coordinator by phone 951.785.2849 or email [titleix@lasierra.edu](mailto:titleix@lasierra.edu)

11498 Pierce St., Suite DD, Riverside, CA 92505

This policy may be found online on the ‘About’ page of La Sierra’s website, <https://lasierra.edu/sexual-misconduct/>. Online reporting is available through the site.

## **B. Notice of Non-Discrimination**

### ***Title IX***

La Sierra University is firmly committed to complying with all applicable laws and regulations. It does not discriminate on the basis of sex in its educational, extracurricular, athletic, or other programs. Sex discrimination is prohibited by Title IX of the Education Amendments of 1972 (“Title IX”). Title IX provides that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. It prohibits sexual and gender- based (which may not be sexual) harassment and retaliation against a person who reports, complains about or participates in good faith in such a claim.

### ***The Violence Against Women Act (VAWA)***

Upon receiving a report of prohibited conduct, La Sierra University will take prompt and equitable action to eliminate the prohibited conduct, prevent its reoccurrence, and remedy its effects. La Sierra University seeks compliance with the federal Violence Against Women Act amendments to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crimes Statistics Act and the accompanying regulations that became effective on July 1, 2015 (collectively referred to as VAWA). VAWA imposes additional duties on universities and colleges which receive reports of sexual misconduct to investigate and respond to reports of prohibited conduct and to publish policies and procedures related to the way these reports are handled.

La Sierra University has designated the Title IX Coordinator to coordinate La Sierra's compliance with Title IX and to respond to reports of prohibited conduct. It has directed its Title IX Coordinator to coordinate its compliance with VAWA and to respond to reports of violations, and its Department of Campus Security to coordinate La Sierra University's compliance with the Clery reporting- related VAWA requirements.

For more information about Title IX, please go to <http://lasierra.edu/sexual-misconduct/>. A person may also file a complaint with the Department of Education's Office for Civil Rights regarding an alleged violation of Title IX by visiting [www2.ed.gov/about/offices/list/ocr/complaintintro.html](http://www2.ed.gov/about/offices/list/ocr/complaintintro.html) or calling 1-800-421-3481.

### **c. Scope of the Policy**

#### *Persons Covered*

Prohibited conduct violates the community values and principles of our institution and disrupts the living, learning, and working environment for La Sierra University students, faculty, staff and other community members. Thus, the following policy applies to all members of the La Sierra University community: students, faculty (including adjunct), administrators, and staff (including temporary employees), as well as the University's vendors, contractors, volunteers, interns, visitors, guests, and third parties. These standards apply equally to all regardless of the sex, gender, sexual orientation, gender identity, or gender expression of any of the individuals involved.

For purposes of this policy, the person who is reported to have experienced prohibited conduct is referred to as the *reporting party*. The *respondent* is the person who is reported to have engaged in the prohibited conduct.

#### *Locations Covered*

This policy applies to all on-campus and some off-campus conduct, as described below. La Sierra University encourages reporting of prohibited conduct no matter where it occurred so it can take prompt action to ensure the safety of the reporting party and Campus Community. La Sierra University has jurisdiction to investigate any alleged violations of this policy that occur on campus, in the context of any university activity, e.g. employment, education or activities and off-campus conduct that has continuing adverse effects on, or creates a hostile environment for any member of the campus community or in any university employment or education program or activity.

In situations where the alleged sexual misconduct occurred outside of the context of a University program or activity or off-campus, and where one or

more of the parties are not members of the University community, the University's ability to investigate and/or impose disciplinary sanctions may be limited. In such instances, the University reserves the right to take any steps it deems appropriate, including restriction of access to campus, referral to law enforcement, the respondent's home school Title IX office, or other external agency, and address the situation and provide necessary resources to those individuals impacted and, as needed, to the broader University community.

#### **D. Prohibited Conduct and Definitions**

Key terms which the University uses in evaluation whether prohibited conduct has occurred are identified below:

##### **A. Affirmative consent**

Consent represents the cornerstone of respectful and healthy intimate relationships. La Sierra University strongly encourages its community members to communicate - openly, honestly and clearly about their actions, wishes, and intentions when it comes to sexual behavior, and to do so before engaging in intimate conduct. Many of the prohibited behaviors involve a lack of consent.

Affirmative consent means affirmative, conscious, and voluntary agreement to engage in sexual activity. Affirmative consent is present when clearly understandable words or actions manifest a knowing, active, voluntary, and present and ongoing agreement to engage in specific sexual or intimate conduct. It is positive cooperation in act and attitude with knowledge and agreement to the nature of the sexual act. Affirmative consent is required for any sexual activity between two or more persons.

**It is the responsibility of each person involved to be sure they have the affirmative consent of the other(s) to engage in the sexual activity. Affirmative consent must be ongoing throughout the sexual activity and may be revoked any time.**

Affirmative consent must be all of the following:

**Knowing:** Consent must demonstrate that all individuals understand, are aware of, and agree to the “who” (which partners), “what” (what acts),

“when” (when the acts occur), and “how” (how the acts are performed and under what conditions)

**Active:** Consent must take the form of "clearly understandable words or actions" that reveal one's expectations and agreement to engage in specific sexual activity. This means that silence, passivity, submission, and/or the lack of verbal or physical resistance (including the lack of a "no") should not - in and of itself - be understood as consent. Consent cannot be inferred by an individual's manner of dress, the giving or acceptance of gifts, the extension or acceptance of an invitation to go to a private room or location, going on a date, or consumption of alcohol and/or drugs.

**Voluntary:** Consent must be freely given and cannot be the result of force (violence, physical restraint, or the presence of a weapon), threats (indications of intent to harm, whether direct or indirect), intimidation (extortion, menacing behavior, bullying), coercion (undue pressure, manipulation, threats, blackmail depending on the frequency, intensity, level of isolation of the victim, and duration of the pressure) or fraud (misrepresentation or material omission about oneself or the present situation in order to gain permission for sexual or intimate activity).

**Present and ongoing:** Consent must exist at the time of the sexual activity. Consent to previous sexual activity does not imply consent to later sexual acts; similarly, consent to one type of sexual activity does not imply consent to other sexual acts. Consent may also be withdrawn at any time.

## **B. Incapacitation**

Consent is not present when individuals do not have the capacity to give consent, voluntarily or involuntarily, due to age (see CA Penal Code 261-269), physical condition, or disability that impairs an individual's ability to give consent. A lack of consent can occur as a result of, but is not limited to, the consumption of drugs or alcohol (voluntarily or involuntarily), a state of unconsciousness, sleep, or other state in which individuals are unaware that sexual activity is occurring.

Sexual intercourse with a minor is unlawful in California and one who engages in felony unlawful sexual intercourse does so without effective consent. There is no effective consent under this policy if one party is under the age of 18 and the other party is more than three years older than the minor.

Individuals are incapacitated if they cannot make an informed and rationale decision to engage in sexual activity because of a lack of conscious understanding of the fact, nature, or extent of the act. In keeping with La Sierra University's mission and its heritage as a Seventh-day Adventist university, the University actively discourages members of its campus community from using alcohol or drugs for non-medical purposes in any form. The University, however, recognizes that members of its community may make choices that are inconsistent with the University's expectations for alcohol and drug use. Sexual activity under the influence of alcohol or drugs poses a risk to all parties. That said, incapacitation may result from drugs or alcohol, but consumption of drugs and/or alcohol alone may not establish incapacitation. In evaluating affirmative consent cases involving incapacitation, the University will determine whether the reporting party was incapacitated.

Being intoxicated or impaired by drugs or alcohol does not excuse one from the responsibility to obtain consent to engage in sexual acts. Being intoxicated or impaired by drugs or alcohol is not a defense to any violation of this policy. Nor is it a valid excuse that the respondent believed that the reporting party affirmatively consented to sexual activity if the respondent knew or should have known that the reporting party was unable to consent. It is irrelevant if the respondent actually knew the reporting party's incapacity even if the responding party's own incapacitation caused him or her to misjudge the reporting party's incapacitation.

Signs of incapacitation include individuals demonstrating that they are unaware of where they are, how they got there, or why or how they became engaged in a sexual interaction. Some indicators of a lack of capacity to give consent due to consumption of drugs or alcohol may include, but are not limited to

A lack of full control over physical movements (for example, difficulty walking or standing without stumbling or assistance).

A lack of awareness of circumstances or surroundings (for example, lack of awareness of where one is, how one got there, who one is with, or how or why one became engaged in sexual interaction).

An inability to effectively communicate for any reason (for example, slurring speech, difficulty finding words).

A person may appear to be giving consent but may not have the capacity to do so, in which case the apparent consent is not effective. If there is any doubt as to another person's capacity to give consent, one should assume that the other person does not have the capacity to give consent.

In evaluating affirmative consent cases involving incapacitation, the University will determine whether a reasonable, sober person should have known that the reporting party was incapacitated and thus unable to consent to sexual activity. Reasonable belief (based on the totality of circumstances which the reporting party knew or reasonably should have known) in affirmative consent is a defense to sexual assault and non-consensual sexual contact.

### **c. Prohibited Conduct**

La Sierra University prohibits all forms of sexual misconduct. Such conduct violates the community values and principles of our institution and disrupts the living, learning, and working environment for students, faculty, staff and other community members. The University specifically prohibits the conduct listed below. An attempt or threat to commit an act identified in this policy, as well as assisting or willfully encouraging any such act, are also considered a violation of this policy.

1. Sexual Assault and Non-Consensual Sexual Contact: Sexual Assault is penetration, however slight, (vaginal or anal with a body part or object) and mouth to genital contact of another individual by force or threat, without effective, affirmative consent, or where that individual is incapacitated. Non-Consensual Sexual Contact includes intentional contact with the intimate parts of another, causing an individual to touch their own intimate body parts (e.g. breasts, genitals, mouth or any other part of the body that is touched in a sexual manner), or exposing or disrobing another by force or threat, without effective, affirmative consent, or where that individual is incapacitated.

2. Sexual Exploitation: Taking non-consensual or abusive sexual advantage of another person for the benefit or advantage of oneself or a third party, e.g. spying on someone nude, taking or sharing images of sexual activity or nudity, inducing incapacitation.

3. Stalking: A course of conduct (two or more acts of following, monitoring, observing or surveilling) directed at a specific person that would cause a reasonable person to fear for their safety (or the safety of a third party) or suffer substantial emotional distress, which may or may not require medical or other professional treatment or counseling. Stalking, as used herein, includes cyber-stalking. Other examples of stalking include threatening to harm self or others, defamation, and vandalizing property.

4. Intimate Partner Violence: Any act of violence (physical, sexual, psychological, emotional, economic) or threatened act of violence against a person who is, or has been in, a sexual, dating, spousal, domestic or other intimate relationship with the reporting party.

5. Sexual or Gender-Based Harassment: Sexual harassment is any unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, sexual assault or acts of sexual violence whether verbal, physical, graphic or otherwise. Gender harassment is harassment based on sex, sexual orientation, gender identity, or gender expression and may or may not be sexual.

#### *Hostile environment harassment*

Sexual harassment that is sufficiently severe, persistent, or pervasive to interfere with, deny or limit a student, staff member or faculty member's ability to participate in or benefit from the University's programs or activities creates a hostile environment, a form of sex discrimination prohibited by Title IX and this policy. The totality of the known circumstances will be considered in determining if a hostile environment was created including the type of harassment (verbal or physical), frequency, severity, age, sex and relationship of the individuals involved, and the setting and context. The more severe the conduct, the less frequent or pervasive is needed to prove a hostile environment. One instance of sexual assault could support a finding of hostile environment.

#### *Quid Pro Quo harassment*

Submissions to or rejection of sexual conduct is made, explicitly or implicitly, a term or condition of any aspect of a program or activity or is used as a basis for the University's decisions affecting the individual.

When sexual favors are used or threatened to be used as a basis for academic or employment decisions.

6. Sex or Gender-Based Discrimination: Disparate treatment of a person or group because of their sex, sexual orientation, gender identity or gender expression.

7. Retaliation: An adverse action (e.g. conduct that threatens, harasses, coerces or intimidates) taken against a person for making a good faith report of prohibited conduct, providing information, exercising one's rights or responsibilities under this policy, or for otherwise being involved in the process of responding to, investigating, or addressing allegations of sexual misconduct. Retaliation can be substantiated without a finding that there is responsibility for prohibited conduct. Third parties (i.e. not the reporting or responding party) can be the victims or perpetrators of retaliation.

Allegations of retaliatory actions, such as intimidation, threats, or coercion against any individual for having engaged in the above activities, will be addressed by La Sierra University. Anyone who is aware of possible retaliation or has other concerns regarding the response to a complaint of sexual misconduct should report such concerns to the Title IX Coordinator who will ensure that the matter is investigated and make recommendations to the University to enable appropriate actions to be taken in a fair and impartial manner. Individuals who engage in such actions are subject to disciplinary action that may include, but is not limited to, the sanctions listed in Procedures Section 7B, up to and including exclusion, expulsion, or dismissal from the University, and termination of employment, including revocation of tenure.

Harassment and retaliation against members of the La Sierra University community are not protected expression or the proper exercise of academic freedom. The University will consider academic freedom in the investigation of reports of sexual misconduct or retaliation that involve individuals' statements or speech.

8. Violation of an Interim Measure: In responding to a report of prohibited conduct, the University may implement interim measures. Some interim protective measures require compliance by the responding party, such as no contact orders, access or participation restriction, or

suspension. Violation of interim measures is a separate policy violation and is not dependent on substantiation of the reported or underlying policy violation.

## **E. Procedures**

Information covered in this section includes:

1. Seeking Medical Assistance
2. Preserving Evidence
3. Confidential Support, Advocacy & Counseling Services
4. The University's Reporting Obligations
5. Reporting Prohibited Conduct to the University
6. Supportive and Protective Measures & Accommodations
7. Initial Assessment/Intake Meeting with Coordinator
8. Investigation Process and Outcome
9. Resolution of Alleged Sexual Misconduct Violations
10. Educational Training, Awareness & Prevention Programs

### **1. Seeking Medical Assistance**

Experiencing any form of sexual misconduct, especially acts of violence, is difficult and overwhelming. Reporting parties often experience a range of emotions, including fear, anxiety, and confusion and may be unsure of what they want to, or should do, next. Regardless of whether the individual chooses to report the incident, the University strongly encourages reporting parties of any form of violence to seek medical attention as soon as possible even if they feel no injury was sustained. Medical assistance providers can treat visible physical injuries and identify injuries that may not be visible, and, where appropriate, also test for and treat sexually transmitted infections, test for pregnancy, and provide emergency contraception (if requested). In addition, a hospital can test for the presence of alcohol or drugs (e.g., "date rape" drugs) and perform a rape evidence collection procedure (see Procedures Section 2), which are also strongly recommended to maintain all legal options.

Medical services are available from the following resources on or near La Sierra University:

La Sierra University Health Services  
*Evidence collection kit cannot be provided.*

Location: Student Health Services  
Phone: 951.785.2200 (if after hours, call Security at 951.785.2222)  
Website: <https://lasierra.edu/health-services/>  
(for regular hours of operation and 24-hour emergency contact info)

Riverside Community Hospital, Emergency Dept. (24 hours)  
*Evidence collection kit cannot be provided.*

Location: 4445 Magnolia Ave, Riverside CA 92501  
Phone: 951.788.3000  
(emergency room)  
Website: <http://riversidecommunityhospital.com/>

Corona Regional Medical Center, Emergency Dept. (24 hours)  
*Evidence collection kit cannot be provided.*

Location: 800 S. Main St., Corona CA 92882  
Phone: 951.737.4343  
Website: <http://www.coronaregional.com/>

Kaiser Permanente Riverside Medical Center, Emergency Dept. (24 hours)  
*Evidence collection kit cannot be provided.*

Location: 10800 Magnolia Ave, Riverside CA 92505  
Phone: 951.353.2000

Evidence collection kits are available at the following hospitals

Riverside University Health System Medical Center  
26520 Cactus Ave., Moreno Valley, CA 92555  
Phone: (951)486-4000

Eisenhower Hospital  
39000 Bob Hope Dr. Rancho Mirage, CA 92270  
Phone: (760) 340-3911

Under California law, medical personnel are required to alert police when it reasonably appears that the person requesting treatment has sustained an injury as a victim of a criminal offense, including sexual assault or violence, but individuals have the right to refuse to speak to police.

## **2. Preserving Evidence**

Many sexual misconduct offenses also are crimes in the state or locality in which the incident occurred. For that reason, reporting parties of sexual misconduct often have several legal options that they can pursue. These options are available solely at the discretion of reporting parties, who may change their minds about pursuing them at any time. For example, a reporting party may seek a protective order from a court against the responding party(s); pursue a civil action against the responding party(s); and/or participate in a law enforcement investigation and criminal prosecution of the responding party(s). Regardless of whether an incident of sexual misconduct is reported to the police or the University, La Sierra University strongly encourages individuals who have experienced sexual misconduct to preserve evidence to the greatest extent possible as this will best maintain all legal options for them in the future.

Additionally, such evidence may be helpful in pursuing a complaint with the University. While the University does not conduct forensic tests for parties involved in a complaint of sexual misconduct, the results of such tests that have been conducted by law enforcement agencies and medical assistance providers may be submitted as evidence that may be considered in a University investigation or proceeding provided they are available at the time of the investigation or proceeding.

Below are suggestions for preserving evidence related to an incident of sexual misconduct. It is important to keep in mind that each suggestion may not apply in every situation.

### **General evidence preservation suggestions**

Do not alter, dispose of, or destroy any physical evidence.

If there is suspicion that a drink may have been drugged, inform a medical assistance provider and/or law enforcement as soon as possible so they can

attempt to collect possible evidence (e.g., from the drink, through urine or blood sample).

Preserve evidence of electronic communications by saving them and/or by taking screenshots of text messages, instant messages, social networking pages, or other electronic communications, and by keeping pictures, logs, or copies of documents that relate to the incident and/or the responding party.

Even if reporting parties choose not to make a complaint regarding sexual misconduct, they should nevertheless consider speaking with law enforcement to preserve evidence in the event that they change their mind at a later date.

### **Evidence preservation suggestions specific to sexual assault**

Because some evidence, particularly evidence that may be located on the body, dissipates quickly (within 48-96 hours), individuals who have been sexually assaulted and wish to preserve evidence should go to a hospital or medical facility immediately to seek a medical examination and/or evidence collection. VAWA mandates that rape victims cannot be forced to pay for their own rape examination or for services of protective order. Individuals who have been sexually assaulted should not shower, bathe, douche, smoke, brush teeth, eat, drink, or change clothes or bedding before going to the hospital or seeking medical attention.

Individuals who have been sexually assaulted decide to change clothes or bedding, they should not wash the clothes worn or bedding used during the assault and should bring them to a hospital, medical facility or the police in a non-plastic bag (e.g., paper bag).

In California, individuals who have been sexually assaulted may allow the collection of evidence even if they choose not to make a report to law enforcement after the evidence is collected. A sexual assault evidence collection kit may not be released by a California hospital without written consent from the reporting party.

### **3. Confidential Support, Advocacy, & Counseling Services**

The following resources are available for individuals to discuss incidents and issues related to sexual misconduct on a confidential basis. Confidential resources (e.g. licensed health center employees, psychologists, pastoral counselors, mental health counselors) cannot and

will not disclose information about incidents of sexual misconduct to anyone, including law enforcement or the University, except in very limited situations, such as when failure to disclose the information would result in imminent danger to the individual or to others or where state law requires a report be made. Confidential resources can provide reporting parties with information about support services and their options. Because of the confidential nature of these resources, disclosing information to or seeking advice from a confidential counselor does not constitute a report or complaint to the University and will not result in a response or intervention by the University.

### **On-Campus Confidential Resources**

<b>La Sierra University Counseling Center</b>	951.785.2011 <a href="https://lasierra.edu/counseling/">https://lasierra.edu/counseling/</a>
<b>Student Health Services</b>	951.785.2200 <a href="https://lasierra.edu/health-services/">https://lasierra.edu/health-services/</a>  To reach after hours, please contact Campus Safety and Security Patrol. 951.785.2222
<b>Spiritual Life Office</b>	951.785.2090 <a href="mailto:spirituallife@lasierra.edu">spirituallife@lasierra.edu</a>  Before speaking with members of the Spiritual Life Office, individuals should ask for confidentiality if that is their expectation.

### **Off-Campus Confidential Resources**

<b>Local Law Enforcement</b>	<b>911</b>	If the physical or sexual abuse, or severe neglect is in progress, contact the police department by
<b>Riverside Police Department</b>	951.787.7911	

<b>Corona Police Department</b>	951.736.2330	calling 911. If the abuse or neglect has recently occurred, but the "emergency" is over, contact the police department business line. In either case, contact the case agent in order to update the initial investigation.
<b>Riverside Area Rape Crisis Center</b>	<a href="http://www.rarcc.org">www.rarcc.org</a>	
<b>Hotlines</b> ( <i>not staffed by or affiliated with La Sierra University</i> )	<p><b>Rape, Abuse &amp; Incest National Network</b> 800.656.5673 <a href="https://rainn.org/">https://rainn.org/</a></p> <p><b>Alternatives to Domestic Violence</b> 800.339.7233 <a href="http://alternativestodv.org/">http://alternativestodv.org/</a></p> <p><b>San Bernardino Sexual Assault Service</b> 909.885.8884 <a href="http://www.sbsas.org">http://www.sbsas.org</a></p>	Reporting parties and friends of reporting parties can call.  Note - the hotlines can also provide information on local hospitals, such as what hospitals will have a victim advocate or SAFE (Sexual Assault Forensic Exam) available. All hotlines provide 24 hour (7 days/week) crisis counseling and information regarding sexual assault, dating violence and stalking.
<b>Hospitals</b>	<b>Riverside Community Hospital</b> 951.788.3000	
	<b>Corona Regional Medical Center</b> 951.737.4343	

<b>Hospitals</b>	<b>Kaiser Permanente Riverside</b> 951.353.2000	
	<b>Loma Linda Medical Center</b> 909.558.4000	

#### 4. The University’s Reporting Obligations

##### *Internal reporting obligations*

All University employees, except confidential resources as described in the prior section, must immediately report all known information about suspected prohibited conduct to the *Title IX Office*. This includes the name of the parties and known details of the conduct. This duty applies no matter how the information is learned; whether from direct report from an affected party, from social media, or from a concerned third party. The purpose of this requirement is to permit the University to take immediate and corrective action to address allegations of prohibited conduct. Employees who fail to make a timely report of prohibited conduct may be subject to disciplinary action that may include, but is not limited to, the sanctions listed in Procedures Section 7B, up to and including exclusion, expulsion, or dismissal from the University, and termination of employment, including revocation of tenure.

Further, the University encourages students and third parties who have observed or been made aware of sexual misconduct to report the incident to the Title IX Coordinator for investigation.

##### *External reporting obligations*

**Law Enforcement:** All University employees are required to immediately report any suspected child abuse and neglect, including any and all incidents of sexual misconduct involving minors to Riverside County Child Protective Services at 1-800-442-4918 and local law enforcement. The source of the abuse need not be known. It is not the responsibility of anyone other than Child Protective Services and law enforcement to investigate suspected abuse. Employees are required to also report the suspected abuse to the Title IX Coordinator and Campus Safety.

**Clery Act:** The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act requires mandated reporters (e.g. certain members of student services departments, campus law enforcement, local police, residence life staff, student activities staff, human resources staff, advisors to student organizations and any other official with significant responsibility for student and campus activities) to report certain misconduct for federal statistical reporting. No personally identifiable information, including addresses, is disclosed, but statistical information must be passed along to campus law enforcement regarding the type of incident and its general description for publication in the annual Campus Security Report.

The University is required to issue immediate timely warnings for incidents reported to them that are confirmed to pose a substantial threat of bodily harm or danger to members of the campus community. For purposes of the Timely Warning requirement, the University does not disclose a reporting party's name. Enough information will be provided to allow the campus community to make appropriate decisions about their safety.

**FERPA:** The outcome of a campus investigation is part of the educational record of the responding party, if they are a student, and the employee record if they are a faculty or staff member. The Family Educational Rights and Privacy Act protects the educational records of students from release. The University complies with FERPA regulations regarding the privacy of student records and observes the following exceptions to FERPA as mandated by the Clery Act:

The reporting party in a non-consensual sexual contact/intercourse incident has the right to be informed of the finding, and sanction(s) of the investigation, in writing, without condition or limitation;

The reporting party in sexual exploitation, sexual harassment, stalking, intimate partner violence and any other gender-based offense has the right to be informed of the finding, in writing, and to be informed of any sanction(s) that directly relate to them, and to essential facts supporting the outcome when the outcome is "responsible" and/or it is equitable to share the essential findings with all parties;

The Clery Act permits the University to release publicly the name, nature of the violation and the sanction(s) for any student who is found in

violation of a University policy that is a "crime of violence," including arson, burglary, robbery, criminal homicide, sex offenses, assault, intimidation (which may encompass stalking and/or bullying), hazing, destruction/damage/vandalism of property and kidnapping/abduction. The University will release this information to the reporting party in any of these offenses regardless of the outcome.

## **5. Reporting Prohibited Conduct to the University**

While the University strongly encourages reporting, members of the University community who believe they have experienced sexual misconduct have the right to choose whether or not to report the incident to the University or law enforcement and pursue a sexual misconduct complaint. The information below provides information for individuals who wish to report incidents of sexual misconduct.

An individual who has experienced sexual misconduct has the right to report the incident directly to the Title IX Coordinator for investigation. The University has designated the Title IX Coordinator to oversee complaints of sexual misconduct involving students, staff, faculty and third parties. The Title IX Coordinator is specially trained to work with individuals who report sexual misconduct and have knowledge about on-campus and off-campus resources, services, and options, including the availability of interim protective measures and accommodations discussed in Procedures Section 5.

A report of sexual misconduct or retaliation will be routed to the Title IX Office for investigation, regardless of where the report is initially directed.

### **Title IX Coordinator**

(Sexual misconduct complaints against students, faculty, staff, and third parties)

Contact: Title IX Coordinator

Location: 11498 Pierce St., Suite DD, Riverside, CA 92505

Phone: 951.785.2849

Email: [titleIX@lasierra.edu](mailto:titleIX@lasierra.edu)

Website: <https://lasierra.edu/sexual-misconduct/>

Online Sexual Misconduct Reporting Form: <https://lasierra.edu/sexual-misconduct/report/>

Website:

<https://lasierra.edu/sexual-misconduct/>

### *Amnesty for Sexual Misconduct Reporting Parties and Witnesses*

La Sierra University encourages reporting of sexual misconduct and seeks to remove barriers to an individual/group making a report. The University recognizes that individuals who have been engaging in sexual conduct outside marriage, drinking or using drugs at the time of the incident may be hesitant to make a report because of potential consequences for their own conduct. Individuals who report sexual misconduct that was directed at them or another person, either as a reporting party, responding party or a third party witness, will not be subject to disciplinary action by the University for their own personal involvement in sexual activity, and/or consumption of alcohol or drugs at or near the time of the incident provided that any such violations did not and do not place the health or safety of any other person at risk. However, they will be asked to sign a statement indicating their awareness of the University's policy regarding sexual activity outside marriage, and/or the consumption of alcohol and drugs.

### *Reporting to law enforcement*

La Sierra University encourages individuals to report incidents of sexual misconduct to local law enforcement officials. Timely reporting to the police is an important factor in successful investigation and prosecution of crimes, including sexual violence crimes, and may lead to the arrest of an offender or aid in the investigation of other incidents.

An individual who has experienced sexual misconduct has the right to choose whether or not to file a police report. Filing a police report can result in the investigation of whether or not sexual violence or related crimes occurred and the prosecution of those crimes against a perpetrator. It is important to know that reporting the incident to police does not mean an individual is obligated to testify in court. The Riverside Police Department has officers who are specially trained to work with individuals reporting sexual violence.

La Sierra seeks to cooperate with outside law enforcement, but it will not necessarily delay its investigation just because a police report has also been filed, as long as proceeding would not hinder legal process or proceedings.

Reports of sexual misconduct made to Campus Safety and Security Patrol will automatically be reported to the Title IX Coordinator regardless of whether the individual who experienced the sexual misconduct chooses to press criminal charges.

**Campus Safety and Security Patrol**

Phone: 951.785.2222 (24 hours)

**Riverside Police Department**

Phone: 951.787.7911 (24 hours)

**Corona Police Department**

Phone: 951.736.2330 (24 hours)

**6. Supportive and Protective Measures & Accommodations**

Supportive and protective measures and accommodations (collectively referred to as “interim measures”) are reasonable measures the University can put in place to provide immediate support and added protection to an individual who reports having experienced sexual misconduct or retaliation at no cost to that individual. Interim measures may also be provided to the responding party. These measures may be temporary in duration pending the results of an investigation but may become permanent. The Title IX office typically consults with relevant University personnel before making a final decision on interim measures.

The Title IX Coordinator will assess interim measures for both parties to a matter, and will be responsible for coordinating the provision of interim measures through multiple University departments or offices. In determining and implementing such measures, the Title IX Coordinator will review all available information and seek equitably to apply to both parties such measures which impact both parties.

Interim measures can be made available regardless of whether or not an individual chooses to report an incident to Campus Safety or local

law enforcement or pursue a complaint with the University. No disciplinary action need occur before these options are available. Interim measures do not indicate that the University has reached any conclusion about the reported prohibited conduct.

In situations where the reporting party wishes to remain anonymous and/or the responding party is unknown it may not be possible to implement certain interim measures, e.g., a no contact order would necessitate identification of the responding party.

Interim measures include, but are not limited to the following:

Imposition of a campus “no-contact” directive

Housing or workspace change

- Modify housing contracts
- Adjustment of course schedules or employment schedules
- Alternate learning arrangements
- Alternative course completion options
- Withdrawal from class without penalty
- Reschedule or retake exams without penalty
- Reschedule assignments
- Time off from class or work, or a voluntary leave of absence
- Transportation arrangements
- Safety planning
- Access to counseling
- Access to medical providers
- Limit access to facilities/events
- Modify schedule to separate parties
- Campus escort
- Interim suspension
- University imposed leave
- Any other remedy that can be tailored to specific individuals to reasonably achieve the goals of this policy

The Title IX Coordinator, or designee, determines whether or not interim protective measures or accommodations are reasonable and should be implemented, and, if so, will work to ensure that interim protective measures or accommodations are implemented as appropriate. The University will keep confidential any accommodations or protective

measures provided to the extent that maintaining such confidentiality would not impair the ability of the institution to provide the protective measures or accommodations. The Title IX office will advise Campus Safety of any order it may need to enforce, such as those related to no-contact or no access. The Title IX office will advise the relevant Administration or Faculty regarding academic accommodations.

To seek an interim measure, please contact the Title IX Coordinator at 951.785.2849 or [titleix@lasierra.edu](mailto:titleix@lasierra.edu).

Violations of directives related to interim protective measures or accommodations may lead to an investigation and disciplinary action which may include, but are not limited to, the sanctions listed in Procedures Section 9B, including exclusion, expulsion, or dismissal from the University, and termination of employment, including revocation of tenure.

## **7. Initial Assessment / Intake Meeting with Title IX Coordinator**

Upon receipt of a report of prohibited conduct, the Title IX office will contact the reporting party to request an intake meeting, explain his or her rights under this policy, reporting options and resources and referrals. In addition, a reporting party may contact the Title IX Coordinator and request a meeting.

At the first intake meeting, the Coordinator will preliminarily gather general details about the incident and determine if the report alleges a potential violation of this policy and if interim action is needed. It is helpful if the reporting party brings documentation or evidence and a list of suggested witnesses to the meeting. The reporting party is permitted to bring an advisor to the intake meeting. Both parties are permitted to have an advisor of their choosing present at all meetings referenced in this policy. The Title IX Coordinator maintains a list of trained advisors.

A reporting party may request anonymity or that the University take no formal action. The Title IX Coordinator will analyze and balance the reporting party's request with the health and safety of the reporting party and University community and the need to advise the responding party of the allegations and provide him or her a reasonable opportunity to respond before discipline is imposed. If the University can satisfy its obligations

to the reporting party, community and responding party without proceeding, the Title IX Coordinator has the discretion to do so. If the Title IX Coordinator decides that the investigation must proceed, the reporting party will be notified, but s/he is not required to participate. In that event, the University's ability to investigate may be limited. The Title IX Coordinator shall decide about questions of anonymity and lack of action within two (2) days of receiving notice of any such request.

The Title IX Coordinator will determine whether the report must proceed through the formal, investigatory process or whether it may proceed through informal resolution. Sexual assault or violence must be formally investigated.

To determine whether or not informal resolution is appropriate the Title IX Coordinator will assess the severity of the actions alleged and the potential risk for others in the community.

### **Informal Resolution Process**

The informal resolution process is a voluntary, structured interaction between involved parties to resolve concerns at the earliest stage possible facilitated by the Title IX Coordinator. The goals of informal resolution are to address reported behavior, prevent recurrence, and remedy effects without completing a formal investigation process.

If the Title IX Coordinator determines that the report is appropriate for informal resolution, the Title IX Coordinator will ask both parties if they will agree to an informal process. If they agree to an informal resolution, their agreement to proceed informally will be memorialized by a written document expressing their willingness to submit to an informal process. At the conclusion of the informal resolution the parties will demonstrate their agreement by signing a document setting out the terms of the resolution and attesting to agreement with these terms.

The informal resolution process is intended to be flexible while also providing for a full range of possible outcomes. Since they are dependent on a specific situation, informal resolutions will not all be approached uniformly and may include apologies, training, and/ or reparations.

The informal resolution process may be terminated at any time by either the Title IX Coordinator or any of the parties involved, at which point the allegation will be investigated via the formal investigation process.

The University expects that cases eligible for resolution via the informal resolution process will be completed within 30 calendar days of a party's election to use the informal resolution process. If the process is not completed in 30 calendar days, the resolution process will shift to a formal investigative process.

### **Formal Investigative Process**

The decision to proceed with an investigation or not rests solely with the Title IX Coordinator and is typically made within 3 days of receipt of the report. The investigation shall be prompt, adequate, reliable and impartial. Most investigations will be completed within 60 days, excluding time for any appeal. However, witness availability, University breaks and vacation, a request by external law enforcement, or other good cause may result in an extension of the 60-day timeline.

## **8. Investigation Process and Outcome**

The University's investigative and resolution processes of reports of violations of this policy will be prompt, fair, thorough and impartial. The procedures set forth herein are intended to afford a prompt response to reports of sexual misconduct, to maintain privacy and fairness consistent with applicable legal requirements, to provide equal treatment to the parties, and to impose appropriate sanctions on violators of this policy.

Complaints of sexual misconduct and retaliation will be investigated and resolved in accordance with this policy. Because such allegations can sometimes raise novel issues and involve competing interests, the University reserves the right to take reasonable actions to address those issues in a manner that is consistent with the spirit of this policy, that preserves fairness for both parties, and that maintains the integrity of the investigation and resolution processes.

Set forth below are the typical steps that occur once the Title IX Coordinator makes a determination to proceed with a Title IX investigation:

**A. Assigning an Investigator.** The Title IX Coordinator will assign an appropriately trained (including training regarding trauma informed interviewing techniques) and experienced investigator or investigator team (either internal or external) within 2 days of the determination to undertake an investigation. The University may rely upon any Title IX Coordinator for any institution other than La Sierra University, or any person who has previously served as a La Sierra University Title IX Coordinator, or La Sierra University Title IX Investigators, or designees, or outside investigators to conduct investigations. The Title IX Coordinator will remove and replace any investigator whom the Title IX Coordinator determines is biased or has a conflict of interest against either party or is not performing duties in a timely or professional manner. The investigator(s) and the Title IX Coordinator will establish a timeline for completion of each segment of the investigation.

**B. Standard of Review.** The Title IX investigation procedure will determine findings of fact using the "preponderance of the evidence" standard (i.e., it is more likely than not that the Prohibited Conduct occurred).

**C. Cooperation.** All La Sierra University employees will fully cooperate in the investigation process and to provide only truthful information. All La Sierra University students and community members are expected to fully cooperate in the investigation process and to provide only truthful information. Students have the right not to incriminate themselves without an adverse inference being drawn.

**D. Notice of Investigation.** The investigator will advise the responding party of the specific allegations against him or her in writing (Notice of Investigation). This notice will include the name of the reporting party (unless deemed confidential), the date/s, time/s, place/s, known facts, witnesses, and any other relevant information of the alleged incident being reported and the specific action in violation of La Sierra University's Sexual Misconduct policy. The Notice of Investigation must be given prior to the investigator's initial interview in order to allow the parties to gather evidence or witness information.

A copy of the Notice of Investigation will also be provided to both the responding and the reporting parties. The responding party will be provided the same information regarding rights under the policy, resources and referrals, etc. as was provided to the reporting party.

The investigator will respond to additional allegations of harassment or retaliation that are reported during the investigation and multiple complaints may be consolidated into one investigation.

**E. Opportunity to Participate.** Both the responding and the reporting parties will have an opportunity to respond to the Notice of Investigation in writing and/or in an in-person meeting with the investigator during which they will be asked questions about the incident and asked to explain their version of the events. Both parties have the right to request that the investigator meet with relevant witnesses and evaluate relevant documentary or other evidence. The investigator will make the determination about what evidence to collect and which witnesses should be interviewed. Follow-up interviews with the parties may be warranted so they may respond to new information or to allow the investigator to attempt to resolve inconsistencies or questions. After the interview, witnesses will be provided a copy of the investigator's interview notes to review and correct. This can be accomplished at the conclusion of the interview by allowing the witness to review the contemporaneous notes of the investigator. In this instance, no copy will be provided.

**Advisor of Choice.** All reporting and responding parties under this policy may be accompanied by one advisor of their choice throughout the investigative process to provide support. An advisor may not speak for the student, participate in the investigative process, or interfere with or disrupt the process, but they may request to briefly suspend an interview for brief consultation. The Title IX Coordinator has the right to determine if the advisor is acting appropriately and take steps necessary to ensure compliance with the policy, up to and including removing the advisor from the proceedings. Advisors who do not abide by these guidelines may be excluded from the process. Prior to attending an interview or otherwise participating in the University's investigatory process, the advisor will be required to sign a Confidentiality Agreement for Advisors which provides that any confidential student information s/he learns in the advisor role will be kept confidential.

To enhance the integrity of the investigative process and help ensure fairness for all parties, advisors cannot be a witness to or party in the matter or a related matter, or an attorney functioning as legal counsel. An attorney will only be permitted in a non-participatory advisor role at the party's own expense.

**F. Opportunity to Participate.** Investigators have broad discretion in determining whether an offered witness or documentary evidence would be relevant or helpful to a determination. For example, investigators might decline to a speak to an offered witness because 1) there is insufficient evidence to conclude that the person could have relevant information to the factual determination of the matter; 2) the information to be solicited would be repetitive; and/or 3) the need for the confidentiality outweighs the importance of the information. Similarly, investigators might decline to seek or review documentary evidence because 1) the University does not have the expertise to consider certain scientific evidence; 2) the information is repetitive; 3) cost considerations outweigh the importance of the information; and/or 4) confidentiality concerns outweigh the importance of the information.

Investigators make credibility determinations of witnesses based on demeanor, ability to recall, corroboration, past record, plausibility and motive. These determinations will be documented in the Investigative Report.

Generally, character evidence is inadmissible. The past sexual history of any witness or party is inadmissible and will not be considered unless it is directly relevant and close enough in time to the report (e.g. responding party's past record, prior history of consent between the parties to determine how communicated previously, to prove a material fact such as explaining a physical injury or finding). The existence of a current or ongoing relationship between the parties is not determinative of consent. Character regarding sexual activity is always inadmissible.

The investigator may conclude that it is more likely than not that conduct occurred based solely on credibility, with or without an eye-witness or corroborating physical evidence.

Although medical information is private, it is a witnesses' decision whether or not to provide it if it contains relevant information. No negative inference will be drawn if a witness declines to provide private information.

**G. Review by Title IX Coordinator.** Within thirty (30) days of the date of the Notice of Investigation, the investigator will provide a written preliminary report setting forth the relevant facts gathered and representing that s/he believes the fact gathering is complete. The Title IX Coordinator will review the report to confirm that it is complete. S/he may request further fact gathering from the investigators.

**H. Confidential review by the parties.** The preliminary report will be made available to the parties for their review. Within five (5) days of the viewing, the parties may provide written feedback to the investigator regarding any requested additional fact gathering. The investigator and Title IX Coordinator will evaluate any such request and determine whether additional fact gathering should be undertaken. If undertaken, a final preliminary report will be made available to the parties for their review.

**I. Investigative Review and Findings Meeting.** If no additional fact gathering is determined to be necessary, the preliminary report will form the basis for a final report, which includes the investigator's factual conclusions, i.e. whether or not a preponderance of the evidence supports a finding that the responding party engaged in the conduct reported and the rationale for such conclusion. The final report will be provided to the Title IX Coordinator to review. Once the Final Investigative Report has been generated and reviewed by both parties, each party will be notified in writing that an Investigative Review and Findings meeting will be scheduled within five (5) business days.

The Investigation Review and Findings Meeting will include the Title IX Coordinator, the investigator(s), and three or more trained community representatives (also referred to as Review and Findings panel members) appointed by the Title IX Coordinator. Community representatives include faculty and staff members from the University who have received training from the University to serve in the role of community representatives. The Title IX Coordinator chairs the Investigation Review and Findings Meeting and sends notification to each party that each party will have an opportunity to present a written statement in advance of the

Investigation Review and Findings Meeting and to make a statement at the Investigation Review and Findings Meeting (if they choose to participate in person in the meeting). Any written statement submitted by a party in advance of the meeting will be shared with the other party, and each party will have an opportunity to hear any statement by the other party. The Title IX Coordinator will structure the meeting format to minimize or avoid any undue stress or burden on the other party, but to allow each party to hear each other's statement (such as participation by Skype or other means).

At the conclusion of any statements from either party, both parties will be excused from the Investigation Review and Findings Meeting. The investigator(s) will then review the Final Investigation Report with the community representatives, and each community representative will generally be free to ask any questions that s/he believes are relevant to understanding the relevant facts and circumstances. The Title IX Coordinator will monitor any questioning to insure that such questions or discussion does not violate the process of the underlying policy (e.g., questions related to past sexual history, etc.).

At the conclusion of this review process, the community representatives will determine whether the respondent was responsible for the alleged violation of the policy. The community representatives each have a single vote, and a majority vote is required to find the respondent responsible for the alleged misconduct.

**J. Appeals Process.** An appealing party will have five (5) business days to submit the written appeal to the Title IX Coordinator. An appeal is not intended to be a new investigation of the complaint, nor is it an opportunity to refute, or express dissatisfaction with, the outcome of the Investigation Review and Findings Meeting.

The Title IX Coordinator will appoint a trained internal or external appeal officer to conduct a fair and impartial review of any appeals. In any request for appeal, the burden of proof lies with the party requesting the appeal, as the original findings of fact are presumed to have been decided reasonably and appropriately.

The appeal officer will determine, in consultation with the Title IX Coordinator as appropriate, whether any grounds for the appeal are substantiated. If the appeal officer determines that the appeal does not meet the standards under this process, the appeal officer will notify both the responding party and the reporting party of that outcome within ten (10) business days. If the appeal officer determines that the appeal does meet

the standards under this process, the appeal officer will take the appropriate action as follows:

- **Procedural Error:** If it is determined that a procedural error occurred which was substantially prejudicial to the outcome of the investigation, the appeal officer may return the complaint to the investigator(s) with instructions to correct the error, and to reconvene the Investigation Review and Findings Meeting to reconsider the findings as appropriate. In rare cases, where the procedural error cannot be corrected by the original investigator(s) (as in cases of bias), the appeal officer may order a new investigation with a new investigator(s). The results of a reconvened Investigation Review and Findings Meeting cannot be appealed.

- **New Information:** If the appeal officer determines that new information should be considered, the complaint will be returned to the investigator(s) to reconsider the complaint in light of the new information only, and to then reconvene the Investigation Review and Findings Meeting to reconsider the original findings as appropriate. The findings of the reconvened Investigation Review and Findings Meeting are not appealable.

- Both parties in the appeal will generally be notified in writing of the outcome of the appeal within ten (10) business days of the original written appeal. The appeal officer's decision is final and not subject to appeal.

## **9. Resolution of Alleged Violations of the Sexual Misconduct Policy**

If the University's investigation results in a finding of a policy violation by a student, staff or faculty member, or outside party, disciplinary action will result.

### **A. Standard of review**

University uses the preponderance of the evidence (A requirement that more than 50% of the evidence points to something) standard to determine violations of this policy.

### **B. Sanctions, corrective actions, and remedies**

Violations of the policy may result in sanctions and corrective actions, which can include, but are not limited to the following:

- Verbal warning
- Written warning
- Campus access restrictions
- Advisory letter
- Monitoring
- Disciplinary hold on academic and / or financial records
- Performance improvement / management process
- Required counseling or therapy
- Loss of oversight, teaching or supervisory responsibility
- Disciplinary probation
- Degree revocation
- Demotion
- Loss of pay increase
- Transfer (employment)
- Restitution
- Suspension with pay
- Suspension without pay
- Censure
- Removal from campus housing
- Revocation of admission or degree
- Required training or education
- No trespass order issued by RPD
- Revocation of offer (employment or admission)
- Disciplinary suspension (with respect to campus locations)
- No contact directive (with respect to an individual)
- Loss of privileges
- Exclusions
- Expulsion
- Termination of employment
- Revocation of tenure
- Termination of contract (for contractor)

The University may assign other sanctions as appropriate in each particular situation. More than one sanction may be imposed for a single violation. Suspension, expulsion and withdrawal pending disciplinary action are permanently noted on a student's transcripts.

Sanctions and corrective actions will be imposed consistent with this policy. In addition, the University may take steps to remediate the effects of a violation on victims and others.

Following an investigation, the University may extend interim protective measures and accommodations, and/or take other measures to eliminate any hostile environment caused by the sexual misconduct, prevent the recurrence of any sexual misconduct, and remedy the effects of the sexual misconduct on the reporting party and the University community. Such measures may include, but are not limited to, the interim measures referenced in Procedures Section 6, as well as counseling, training, and other preventative measures.

## **10. Educational Training, Awareness, and Prevention Programs**

The University offers a variety of training, awareness and prevention programs to help prevent sexual misconduct within the La Sierra University community. The University strives to ensure that such programming is culturally relevant; inclusive of diverse communities and identities; sustainable; responsive to community needs; informed by research or assessed for value, effectiveness, or outcome; and considers environmental risk and protective factors as they occur on the individual, relationship, institutional, community, and societal levels.

## **GRIEVANCE POLICY AND PROCEDURE**

### **POLICY**

La Sierra University encourages employees to communicate problems or grievances arising from work situations in an open manner, without fear of recrimination. Such problems are given careful and fair consideration in the manner described below.

### **PURPOSE**

Good working relationships largely depend on the mutual understanding of organizational goals and objectives. To foster this concept, it is necessary to delineate informal and formal procedures to allow employees to communicate complaints, and to afford management the opportunity to explain, respond and take corrective action as appropriate towards resolution of grievances.

### **DEFINITIONS**

1. Within the scope of this policy, a "grievance" is the formal written protest by a regular full-time, part-time or terminated employee of the application of a policy directly affecting the employee, or a formal written protest of a termination or lay-off. "Grievance" excludes the protest by a present or terminated employee of such matters as the content of a University policy or of a determination involving the General Conference Retirement Plan. The grievance procedure is inclusive of all covered claims including violations of laws and public policy.
2. Within the scope of this Policy, the term "employees" means all salaried or hourly employees of the University except temporary employees, who are not eligible to file a grievance and faculty members who are subject to the Faculty Grievance Policy published in the Faculty Handbook.

### **APPLICABILITY**

1. Employees who perceive problems in the course of their work or who believe that a University policy or rule has been applied incorrectly as it relates to the employee shall discuss the subject with their supervisor. Employees are encouraged to discuss problems/complaints in an informal manner with their immediate supervisor, manager or the Director of

Human Resources. However, if this proves unsatisfactory, the employee shall be able to file a formal grievance.

2. A formal grievance shall be filed with the Human Resources Department, in writing, within seven calendar days of the incident giving rise to the grievance; except that in the case of involuntary termination or permanent lay-off due to reduction in force, the formal grievance shall be filed within 30 calendar days of the date of notification of action. The employee shall contact the Human Resources Department for assistance in preparation of the grievance. The Director of Human Resources shall monitor the grievance and shall be available to assist both the employee and management during the grievance procedure. The Human Resources Department shall forward the grievance to the department supervisor as indicated below.
3. There shall be no retaliation against an employee who files a grievance under this policy.

4. Grievance Procedures

- a. First Step (Supervisor)

The immediate supervisor shall discuss the grievance with the Human Resources Director. The supervisor shall then meet with the employee, discuss the grievance, and furnish a written response to the employee and the Human Resources Director within seven calendar days of receipt of the grievance.

- b. Second Step (Department Head)

If the employee is not satisfied with the decision of the immediate supervisor, he/she shall submit a written appeal of the decision to the appropriate department head within seven calendar days of receipt of the department supervisor's response. The department manager and the Human Resources Director shall meet with the employee and review the grievance. The department head shall provide a written response within seven calendar days of the receipt of the appeal.

- c. Third Step (University Vice-President or Dean)

If the employee is not satisfied with the decision of the department head, he/she shall submit an appeal of the decision, in writing, to the appropriate University Vice-President or Dean within seven calendar days of receipt of the department manager's response. The University Vice-President shall meet with the employee and the Human Resources Director, review the grievance, and provide a written response within seven calendar days of receipt of the appeal.

d. Final Step (President or designee)

If the employee is not satisfied with the decision of the appropriate University Vice-President or Dean, he/she shall appeal the decision in writing to the University President or designee within seven calendar days of receipt of the Vice-President's response. The President or his/her designee shall meet with the employee, review the grievance, and provide a written response within seven calendar days of receipt of the appeal.

5. If, for some compelling reason, the employee believes the grievance cannot be discussed at one of the levels of management specified above, or if that level of management does not exist in that section of the University, he/she shall submit the grievance to the next step in the procedure. However, in all cases, the decision of the President is final and binding on all parties and is not subject to further appeal.
6. While a grievance is in process, the employee has the obligation to continue to perform his or her duties in a satisfactory manner (unless the employee is terminated or suspended).
  - a. An employee terminated or suspended without pay is not permitted to continue to work. After a thorough review of the facts in each case, if the employee prevails, he/she may be reinstated with or without back pay at the discretion of the administrative decision maker.
7. Administration at each level is responsible for the fair and objective review of an employee's grievance, for the utilization of staff advice and counsel, and for any adjustment which the facts may indicate.

- a. The employee is responsible for a factual and objective presentation of facts and position, and for continued adherence to standards of conduct during the time the grievance is in process.
  - b. At each step of the process, the Human Resources Director is responsible for providing a timely and objective evaluation of the circumstances and facts involved in the grievance to the appropriate administrator and for recommending a position consistent with the facts.
  - c. The employee may bring another employee of the University to meetings to assist and observe in the presentation of the grievance. However, neither the University nor the employee shall be represented by counsel in meetings to present or respond to the grievance.
  - d. Times stated for presentation of response may be extended by the Human Resources Director if a necessary party cannot be present to participate in the process due to travel or conflicts with the time requirements stated in the Grievance Policy.
8. Each grievance decision stands alone. Administrative decisions regarding grievances are not precedent-setting or binding on future grievances.

## **DRUG FREE ENVIRONMENT POLICY AND PROCEDURES**

La Sierra University is committed to providing a learning environment conducive to the fullest possible human development. To achieve this goal, the University holds that a drug-alcohol-and tobacco-free lifestyle is essential and thus maintains policies that seek a campus environment that is free of these substances.

La Sierra University purposes to maintain a drug-free environment in harmony with the laws of the land, the unlawful use, possession, distribution, dispensing or manufacture of controlled substances by its employees, whether faculty, staff or students, is strictly prohibited. Further, La Sierra University expects any person employed, admitted, living in University housing, or enrolled by the University and who receives federal or state funding, as identified by signing the FAFSA form, as an individual to certify that he or she will not engage in the unlawful use or manufacture of a controlled substance while associated with the University.

In addition to the requirements of the law, La Sierra University adopts the temperance practices and health principles espoused by the Seventh-day Adventist Church. This means that all faculty, employees and students are expected to refrain from the use of alcohol, drugs or tobacco while enrolled or employed at the University. The University presents a preventive educational program to its faculty, students, and employees to develop an awareness of the risks involved in alcohol, tobacco and drug use and abuse and to promote the benefits of a lifestyle free of these substances. The University may, in its discretion, provide/refer to therapeutic alternatives for anyone in the University involved in the use of alcohol, tobacco, prescription or nonprescription drugs or other mood altering substances, which impair the appropriate functioning of the involved individual within the University community.

As a condition of employment all LSU employees are required to follow this policy. Failure to comply with this policy will result in discipline up to and including expulsion or termination and, if appropriate, a referral to law enforcement agencies for prosecution.

### Components of a Drug-Free Environment

## Prevention

1. The policy of a drug-free environment for employees and students is included in the Faculty, Student, and Employee Handbooks. Each faculty and employee is notified of the policy at the time of employment or appointment. All faculty and other University employees are further notified of the policy on an annual basis. Upon acceptance into educational programs of the various schools within the University all students are notified of the policy. Each School will publish in its bulletin the manner in which it addresses drug and alcohol counseling, treatment and rehabilitation programs and discipline, using the guidelines set forth in this document.
2. Faculty and employees working on projects, funded by federal agencies will be provided a copy of the policy for a drug-free environment and will be required to sign a statement saying s/he has read and understands the policy and agrees to abide by it as a condition of continued employment. LSU must notify any federal contracting or granting agency of any employee's drug conviction resulting from a violation at LSU within ten days after receiving notice.
3. Faculty and employees are provided training in drug awareness, observation, and impairment possibly due to drug involvement, the dangers of drug use and abuse, and early intervention and referral techniques.
4. Campus-wide educational programs are conducted by school and worksite departments for students, faculty, and employees regarding substance abuse. Such education shall include, but shall not be limited to, the dangers of substance abuse as outlined below under Education Concerning Health Risks of Alcohol and Drugs and Effects to Significant Others.
5. All students, faculty, and employees will be notified through Student, Faculty, and Employee Handbooks of the local, state, and federal laws for the unlawful possession, use or distribution of illicit drug and alcohol as outlined below under Legal

## Sanctions Pertaining to the Use of Alcoholic Beverages and Controlled Substances.

6. All students, faculty and employees will be notified through Student, Faculty, and Employee Handbooks of disciplinary sanction for the use of drugs and tobacco.

### Detection

1. The University reserves the right to investigate employees or students where reasonable suspicion exists of drug or alcohol involvement. This includes the right to search an office, locker, any University or privately owned on-campus vehicle or residence hall room, briefcases, book bags and handbags, and the right to require an appropriate drug test and confirmation by a retest. If a search is to be made, it must be authorized by the residence hall director, dean of a school, dean of students, vice-president, or president of the University. The entire process of drug investigation will be treated with highest confidentiality.
2. If unlawful possession of controlled substances or drug paraphernalia is discovered, the University will confiscate the item(s), investigate the circumstances, and institute disciplinary actions. All confiscated contraband will be given to the appropriate authority or destroyed.
3. Initial identification of a problem may be made by a supervisor, faculty member, colleague, concerned other, or self-referral.

### Confidentiality

1. All substance abuse investigation and drug testing information is confidential and should be treated as such by anyone authorized for access to such records.
2. All records and information of personnel actions taken on employees under investigation or discipline with respect to drugs, shall be maintained by the Human Resources Director in a secure locked file. Only authorized individuals who have a

"need-to-know" shall have access to them. Any compilation of statistical reports will be handled in an anonymous manner.

### Assessment

1. Any assessment of substance abuse, will be performed by a qualified professional and/or qualified assessment facility.
2. If there is a reasonable suspicion of substance abuse a three to seven day suspension may be mandated until assessment is completed.

### Intervention

1. If substance abuse is determined to be experimental the individual may be disciplined or required to participate in an appropriate educational program specified by assessment personnel.
2. The individual must present satisfactory evidence of compliance with the specified educational program.
3. If an individual does not comply with a specified educational program, s/he may be subject to discipline.

### Treatment

1. If an individual is assessed to have a chemical dependency, s/he may be required to enroll in either an outpatient or inpatient treatment program as a condition of further employment or enrollment.
2. University employees may contact the Human Resources Department for assistance regarding procedures to follow to utilize the University's group health insurance plan, and/or disability as well as a list of external agencies and individuals that offer counseling and referral services.
3. The individual must furnish evidence of compliance with the formulated plan of treatment.

If there is noncompliance with the formulated plan of treatment, the individual may be subject to discipline.

### Relapse Monitoring

1. Monitoring will be required for precaution against relapse for all students, faculty, or employees who have been found to have alcohol or chemical dependency.
2. A recovery contract will be formulated for each student in the Office of Student Life.
3. A recovery contract will be formulated for university employees in the Human Resources Department or other appropriate University entity.

### Discipline

The unlawful manufacture, distribution, dispensing, possession, or use of alcohol, tobacco, or a controlled substance is grounds for a full range of disciplinary actions, up to and including dismissal from employment or school (as outlined under the policy of termination of a faculty member, the policy for termination for other employees, or student disciplinary policy.) Any educational treatment alternative to discipline shall be at the sole discretion of the University.

In cases where there is a reasonable belief that a violation of law has occurred, cases may be reported to the appropriate law enforcement agency for investigation and prosecution. Should any drug conviction result from a violation, employees will notify the University of any Criminal Drug Statute Conviction for a violation occurring in the environment no later than five days after such conviction.

### Legal Sanctions Pertaining to the Use of Alcoholic Beverages and Controlled Substances

A description of applicable legal sanctions under local state, or federal law for the unlawful possession or distribution of illicit drugs and alcohol is on file at

the office of the Human Resources Director or the Dean of Students Office. An abridged list of legal sanctions follows.

### Federal Laws Governing Controlled Substances

The unlawful possession, manufacture, sale, or distribution of all scheduled (illicit) drugs constitutes a felony. Examples of these drugs include narcotics, barbiturates, amphetamines, cocaine, cannabis, hallucinogens, and synthetic drugs; e.g., PCP. A first conviction for possession of a controlled substance can include up to 1 year imprisonment and a fine at least \$1,000 but not more than \$100,000, or both (21 U.S.C. 844(a)). Second and subsequent convictions can include increased imprisonment and fines.

Special sentencing provisions for possession of crack cocaine include at least 5 years in prison, not to exceed 20 years and fines up to \$250,000, or both.

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 United States (21 U.S.C. 881 853 and 881).

Persons convicted of possession or distribution of controlled substances can be barred from receiving benefits from any and all federal programs including student grants and loans, except some long-term drug treatment programs.

### California Laws Governing Controlled Substances

California law regarding controlled substances is in many respects similar to federal law with in that it is a felony that can result in imprisonment, fine, or both.

### California Laws Governing Marijuana

The cultivation, the possession for sale, or the sale of marijuana constitutes a felony. A felony conviction can involve serving time in a state prison.

Possession of not more than 28.5 (103.) grams of marijuana is a misdemeanor, which is punishable by a fine of not more than \$100.00. Possession of more than 28.5 grams of marijuana shall be punished by imprisonment in the county

jail or by a fine of not more than \$500.00 or by both such fine and imprisonment.

### California Laws Governing Alcoholic Beverages

No person may sell, furnish, give, or cause to be sold, furnished or given away, any alcoholic beverage to a person under the age of 21, and no person under the age of 21 may purchase alcoholic beverages. (California Business and Professions Code 256560).

It is unlawful for any person under the age of 21 to possess alcoholic beverages on any street or highway or in any place open to public view. (California Business and Professions Code 25662).

It is a misdemeanor to sell, furnish, or give away an alcoholic beverage to any person under the age of 21 (California Business and Professions Code 25658) or to any one obviously intoxicated (California Business Professions Code 25602).

It is unlawful for any person to drink while driving, or to have an open container of an alcoholic beverage in a moving vehicle. With a blood alcohol level of .08 or higher, a driver is presumed under the influence of alcohol. Between .05% and .08% a person may be found guilty of driving under the influence (Vehicle Code 23153).

Every person who is found in any public place under the influence of intoxicating liquor, any drug, controlled substance or any combination of any of the above and is in such a condition that he/she is unable to exercise care for his/her own safety or the safety of others is guilty of a misdemeanor (Penal Code 647(f)).

The Drug-Free Workplace Act of 1988 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 Principal Investigator and/or the Chair of the sponsoring department or unit within five days if they are convicted of any criminal drug statute violation occurring in the workplace or while on University business. In turn, the Principal Investigator or Chair shall notify the appropriate Office of Research Contracts and Grants Officer. That Officer is then obligated to notify the Federal contracting or granting agency within ten days of receiving notice of

such conviction, and to take appropriate corrective action or require the employee to participate satisfactorily in an approved drug abuse assistance rehabilitation program.

### Education Concerning Health Risks of Alcohol and Drugs and Effects to Significant Others

The use of illegal drugs and tobacco, and abuse of alcohol may have serious health consequences, including damage to the heart, lungs, and other organs. Alcohol accidents are the number one cause of death for persons aged 15-24.

The most significant health risk, beside death, is addiction. Chemical dependency is, if not treated, fatal.

#### Alcohol

Even low doses of alcohol significantly impair the judgment and coordination needed to drive. Small amounts also lower inhibitions. Moderate to high doses cause marked impairment in higher mental functions, memory, and ability to learn and recall information. High doses cause respiratory depression and death. Long-term consumption, particularly when combined with poor nutrition, can lead to dependence and permanent damage to vital organs such as the brain and liver. If combined with other depressants (that affect the central nervous system) low doses of alcohol will produce adverse effects. Mothers who drink alcohol during pregnancy may cause fetal alcohol syndrome in their infants. These infants will suffer irreversible physical abnormalities and mental retardation.

#### Tobacco/Nicotine

Immediate effects include relaxation and increased confidence and metabolism. Smokers are more likely to develop heart disease. Thirty percent of cancer deaths are linked to smoking. Chronic obstructive lung diseases, such as emphysema and chronic bronchitis, are 10 times more likely to occur among smokers than nonsmokers. Smoking during pregnancy also poses risks such as spontaneous abortion, premature birth, and low birth weight. Fetal and infant deaths are more likely to occur when the pregnant woman is a smoker. Tobacco/nicotine is both psychologically and physically addictive.

#### Cannabis-marijuana, THC, hashish, hashish oil

Physical effects of cannabis include increased heart rate, bloodshot eyes, dry mouth and throat, and increased appetite. Use of cannabis may impair or reduce tasks requiring concentration and coordination. Motivation and cognition may be altered making the acquisition of new information difficult. Marijuana, hashish, THC, etc., also produce paranoia and psychosis. Long-term use may result in lung damage, reduced sperm count and mobility, and disruptive ovulation cycles. Cannabis may also be psychologically addictive.

### Cocaine/Crack

Cocaine stimulates the central nervous system. Immediate effects include dilated pupils, increased pulse rate, elevated blood pressure, insomnia, appetite loss, tactile hallucinations, paranoia, and seizures. The use of cocaine may cause cardiac arrest or respiratory failure and result in death.

### Stimulants—amphetamines, crank, ice, methamphetamine

Stimulants cause increased heart and respiratory rates, elevated blood pressure, dilated pupils, and decreased appetite. Users may experience sweating, headaches, blurred vision, dizziness, sleeplessness, and anxiety. Extremely high doses may cause rapid or irregular heartbeat, tremors, loss of coordination, and physical collapse. An amphetamine injection creates a sudden increase in blood pressure that can result in stroke, high fever, or heart failure. Additionally, users may experience restlessness, anxiety, and moodiness. Large amounts over a long period may cause amphetamine psychosis, including hallucinations, delusions, paranoia, and physical and psychological dependence.

### Hallucinogens—PCP, LSD

Phencyclidine (PCP) interrupts the functions of the neocortex, which drives the individual to self-inflicted wounds. Users may experience a sense of distance and estrangement, loss of muscular coordination, and speech impairment. Large doses result in convulsions, heart and lung failure, and coma.

Lysergic acid (LSD), mescaline, and psilocybin cause hallucinations. Physical effects may include dilated pupils, elevated body temperature, increased heart rate and blood pressure, loss of appetite, sleeplessness, tremors, and

psychological reactions. Users may experience panic, confusion, suspicion, anxiety, and loss of control. Flashbacks may occur even after use has ceased. Use of hallucinogens may cause psychological dependence.

**Anabolic Steroids:** Steroid users subject themselves to more than 70 side effects, ranging from acne to liver abnormalities to psychological reactions. The liver and cardiovascular and reproductive systems are most seriously affected. In males, use may cause withered testicles, sterility, and impotence. In females, masculine traits may develop along with breast reduction and sterility. Psychological effects in both sexes include aggressive behavior known as “roid rage” and depression. While some side effects appear quickly, others such as heart disease and strokes may not show up for years.

#### Notification of Alcohol/Drug Violations to Parents

Pursuant to recent changes in the Family Educational Right to Privacy Act, which allow for notification of alcohol/drug violations to parents/guardians of their son/daughters illegal usage, under the age of 21, La Sierra University reserves the right to notify parents beginning with the second offense. The University further reserves the right to notify parents on a first offense of a serious nature, which results in a medical emergency, legal action, or supplying alcohol to other individuals under the age of 21, or supplying any controlled substance to any individual.

## WORKPLACE VIOLENCE POLICY

La Sierra University has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing nationwide problem which needs to be addressed by all employers. Consistent with this policy, acts, or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the University or which occur on La Sierra University property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at La Sierra University or to create a hostile, abusive or intimidating work environment for one or several La Sierra University employees. Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on University premises, regardless of the relationship between the University and the parties involved.
2. All threats or acts of violence occurring off the University premises involving someone who is acting in the capacity of a representative of the University.
3. All threats or acts of violence occurring off the University premises involving an employee of La Sierra University if the threats or acts affect the legitimate interests of the University.
4. Any acts or threats resulting in the conviction of an employee or agent of the University, or of an individual performing services for the University on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of La Sierra University.

Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

1. Hitting or shoving an individual.

2. Threatening an individual or his/her family, friends, associates, or property with harm.
3. The intentional destruction or threat of destruction of University property.
4. Harassing or threatening phone calls.
5. Harassing surveillance or stalking.
6. The suggestion or intimation that violence is appropriate.
7. Unauthorized possession or inappropriate use of firearms or weapons.
8. Possession of firearms on University premises specifically prohibited.

The University's prohibition against threats and acts of violence applies to all persons involved in the University's operation, including but not limited to La Sierra University personnel, contract, and temporary workers and anyone else on La Sierra University property. Violations of this policy by any individual on La Sierra University property, by any individual acting as representative of La Sierra University while off University property, or by any individual acting off of La Sierra University property when his/her actions affect the University's business interests will lead to disciplinary action (up to and including termination) and/or legal action as appropriate. No provision of the policy shall alter the at-will nature of the employment relationship at La Sierra University.

Every employee and every person on La Sierra University property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to the Security Department. Nothing in this policy alters any other reporting obligation established in University policies or in state, federal, or other applicable law.

## **AIDS EDUCATION AND PREVENTION POLICY**

### **INTRODUCTION**

In response to the epidemic of infection with the Human Immunodeficiency Virus (HIV), which causes Acquired Immunodeficiency Syndrome (AIDS), this institution states its agreement with the general statement on AIDS prepared by the American College Health Association. The University recognizes its responsibility to its students, faculty, and staff to do everything possible to prevent people from being infected and to provide compassionate care for all concerned individuals.

HIV infection is potentially lethal, but is preventable. La Sierra University upholds Biblical standards of premarital chastity and a totally monogamous heterosexual relationship following marriage as one of the best means of protection against HIV infection. The University opposes drug abuse in any form, including intravenous drug abuse, an additional means of protection against infection.

In accord with an action taken by the President's Committee [December 6, 1990], the University mandates the following:

1. A program of education that reaches every student, faculty, and staff member which includes, but is not limited to, the means of transmission of the virus, high risk behaviors associated with transmission, best ways of preventing transmission of the virus, sites for and meaning of HIV testing, and compassionate concern for those in any stage of HIV infection. Such education shall be in accordance with the latest information provided by the Centers for Disease Control, United States Public Health Service.
2. Specific education regarding HIV infection, transmission, and related emotional concerns for residence hall and health service staff to enable these staff members to adequately counsel students regarding HIV infection.
3. The establishment of an AIDS Committee to monitor compliance with this policy and to review and update the policy as necessary. Members of this Committee shall include, but not be limited to, a

representative of the following groups: attorney, physician, University administrator, University Health Service, and Counseling Service.

4. No exclusion of a student or an employee with HIV infection for reason of that infection. University students who have HIV infection, whether they are symptomatic or not, will be allowed regular class attendance in an unrestricted manner as long as they are physically and mentally able to attend classes. Students with HIV infection will not be restricted in access to any student facilities, such as swimming pool, gymnasium, showers, or food service areas. Residence halls will respect student choices of roommates, but are open to students with HIV infection.
5. Clinicians in the health service and counseling centers will make provision for medical, psychological, and support services to promote the physical and mental health of individuals with HIV infection. Special precautions will be taken for immunocompromised individuals during epidemics of other infectious diseases. Such individuals may be excused from any requirement for immunization by live vaccine virus.
6. Referral to testing site or availability on campus of HIV testing. Such testing shall not be mandatory, and results are confidential. Only individuals with a need to know, (the individual's private physician or clinicians in the health service) are privy to this information. Such information may not be released to faculty, administrators or parents without the expressed written consent of the infected individual.\*\* Pre- and post-test counseling will be available if testing is done at any site on campus.
7. Universal precautions in the handling of potentially infected body fluids (blood, semen, or vaginal fluids) will be developed in accordance with the accepted medical procedures. Surfaces contaminated by such body fluids will be cleaned and disinfected with commercial disinfectant solutions or household bleach (1:100 fresh solution). The Health Service will follow accepted medical guidelines for use and disposal of needles and other sharps. No lancets or other blood-letting devices will be reused or shared.

8. No discrimination against employment of an HIV individual. AIDS has been determined by the Supreme Court, State of California, 1987, as a handicapping condition, and as such employment discrimination against an employee with AIDS is unlawful. Educational employees shall not be terminated, suspended (with or without pay), transferred, forced to take involuntary medical leave, be reassigned to another position, or subjected to any other adverse employment action solely because they have tested positive for HIV or have been diagnosed as symptomatic infection (AIDS). As long as the employee is able to carry out his/her duties, he/she must be allowed to do so. Employment of an HIV infected employee shall continue until it is deemed by the employee's physician that continued employment is no longer possible. Employees with a confirmed diagnosis of HIV/AIDS that is made known by the employee to university administrator(s) shall be treated like any other employee with a chronic illness, and shall be eligible for the same health benefits available to all employees.
  
9. Any student or employee who believes that he or she has not been treated in the manner set forth in this policy may request the assistance of the AIDS Committee (established under Point #3). The AIDS Committee may make recommendations to the Vice President for Student Life in the case of a student, or the Dean of a school in the case of a faculty employee, or the Vice President for Financial Administration in the case of a non-faculty employee regarding resolution of the concerns expressed.

\* Approved by the University AIDS Committee, June 1990.

\*\* Civil and criminal sanctions can be levied against anyone who discloses the identity of a person tested for HIV/AIDS and/or the results of that test without the consent of the subjected (California Health Safety Code Part I of Division I, Section 199.42)

## **NON-FRATERNIZATION POLICY**

### **CONSENSUAL RELATIONSHIPS**

#### **POLICY**

La Sierra University is committed to the principle that the learning and working environment of its students, employees, and guests should be free from sexual harassment and inappropriate sexual conduct. Inappropriate sexual conduct is unprofessional behavior and is forbidden as a matter of institutional policy. Sexual harassment is a form of sex discrimination that is illegal and is proscribed by institutional policy. All employees and students are accountable for compliance with La Sierra University's policy. Established violations will lead to disciplinary actions which may include termination of employment or permanent expulsion from the University.

This policy applies to all administrators and supervisors, regular and temporary faculty members, teaching and research assistants, staff members and students. It pertains to actions that affect any employee, student or guest of La Sierra University.

#### **PROFESSIONAL RISKS**

It is in the interest of La Sierra University to provide clear directions and educational opportunities to the University community about the professional risks associated with consensual/romantic/sexual relationships between members of the University community where a conflict of interest and/or a power differential between the parties exists. A consensual relationship is defined as a romantic and/or social engagement arranged by personal invitation between two unmarried individuals or arranged by a third party. A romantic relationship is defined in this policy as a mutually desired courting activity between two unmarried individuals.

Individuals entering such relationships must recognize that:

1. **CONFLICTS OF INTEREST** may arise when such relationships occur between and among faculty, staff, students, and prospective employees. University policies and ethical principles preclude individuals from evaluating the work or academic performance

of others with whom they have consensual/romantic/sexual relationships.

2. **POWER DIFFERENTIALS** between the parties in consensual/romantic/sexual relationships may cause serious consequences even when conflicts of interest are resolved. Individuals entering into such relationships must recognize that:
  - a. The reasons for entering, maintaining, or terminating such relationship may be a function of the power differential;
  - b. Where power differentials exist, even in a seemingly consensual relationship, there are limited after-the-fact defenses against charges of sexual harassment. Furthermore, under certain situations consensual relationships may be outside the scope of employment for University employees and, if so, an individual would not be covered by the University's liability protection in subsequent litigation, and
  - c. It is almost always the case that the individual with the power or status advantage in the relationship will bear the burden of accountability.

### **CONSENSUAL/ROMANTIC/SEXUAL RELATIONSHIPS**

A consensual/romantic/sexual relationship between individuals who occupy different levels of authority in the institution automatically and inevitably carries the potential for evolving into a sexual harassment case of very serious implications, either from a subsequent change of attitude by the subordinate partner or from a contemporary complaint from a disadvantaged third party. Relationships of this sort are forbidden in those instances in which the partner with higher status and/or power has explicit or implicit authority over, or the power to reward or punish, the partner with lower status and/or power. It follows that consensual/romantic/sexual relationships between faculty members and students, or between administrators and supervisors and staff in an office or program are also forbidden.

### **REPORTING POLICY**

Where a conflict of interest exists, or may exist, in the context of a consensual/romantic/sexual relationship, the individual with the power or status advantage shall notify his/her immediate supervisor. The supervisor shall have the responsibility for making arrangements to eliminate or mitigate a conflict whose consequences might prove detrimental to the University or to either party in the relationship.

## INFORMATION SYSTEMS CODE OF ETHICS

### General Principle:

The Computer Resources at La Sierra University are for the use of the University students, faculty, staff and administrators (hereafter referred to as “computer users”) to facilitate the exchange of information consistent with the academic, educational and research purposes. The University recognizes that there will be personal uses of the computer system. We expect that computer users will use appropriate judgment in terms of duration and content of non-academic uses.

Specifically, the computer users have access to:

1. Electronic mail communication with people all over the world.
2. The World Wide Web and the vast information contained therein.
3. Discussion groups on a plethora of topics.
4. Many University Library Catalogs, the Library of Congress, and ERIC.
5. University data stored in central computers.

Every computer user is responsible for being aware of these guidelines, and it is expected to follow these guidelines, both in letter and in spirit. It is general policy that all computers are to be used in a responsible, efficient, ethical, and legal manner. Failure to adhere to the policy and guidelines below will result in the revocation of the users access privilege.

### SPECIFICALLY ACCEPABLE USES:

1. Communication and exchange which is necessary to transact or facilitate University business.
2. Announcements of new products or services for use in research or instruction, but not advertising.

3. Communication incidental to otherwise acceptable uses, except as stated below.

#### UNACCEPTABLE USES:

1. For-profit activities, except those operated or specifically authorized by La Sierra University.
2. Extensive use for private or personal business.
3. Advertising is forbidden. Discussion of a product's relative advantages and disadvantages by users of the product is encouraged.
4. Unauthorized access, alteration, destruction, removal and/or disclosure of data, information, equipment, software, or systems.
5. Deliberate over-extension of the resources of a system or interference with the processing of a system.
6. Attempts to access confidential information or passwords.
7. Activities which violate copyright law.
8. Disclosure of confidential passwords and/or access devices or information for accounts, equipment, and telephone voice mail (as available.)
9. Issuance of junk mail.
10. Propagation of pornography, obscene comments, sexually explicit material, or hate literature, harassment, including sexual harassment.
11. Theft of resources.
12. Malicious or unethical use.
13. Use that violates University policy and regulations or state or federal laws.

## **INFORMATION RIGHTS AND OBLIGATIONS**

### **MONITORING OF E-MAIL AND PERSONAL ELECTRONIC FILES**

The University and its staff shall treat all electronically stored information as confidential, examining or disclosing the contents only when authorized by the owner of the information, approved by the Director of Computer Information Services in consultation with the appropriate Vice-President, or required by state or federal law.

#### **E-MAIL**

The e-mail at LSU is here to provide a convenient (not confidential) way of communicating between students and faculty, between colleagues, and between friends. It is expected that LSU computer users will use common courtesy in the use of e-mail.

Specifically, the following activities are not acceptable:

1. Re-posting (forwarding) personal communication, intended to be confidential, without the author's prior consent.
2. As a Christian University, LSU does not tolerate hate mail, harassment, discriminatory remarks and other disruptive behavior. Therefore, messages should not contain profanity, obscene comments, sexually explicit material, expressions of bigotry or hate.
3. "Chain letters," "broadcasting" messages to lists or individuals, and other types of use which would cause congestion of the networks or otherwise interfere with the work of others are not allowed.

#### **PRIVACY**

Access to University data—the permission to view or query University data—should be granted to all eligible employees of La Sierra University for all legitimate University purposes. The use of this information for purposes other than what is specifically allowed in the Data Access Policy is strictly prohibited.

Please remember:

1. Electronic mail is a form of public communication and cannot be guaranteed to be private. Be discreet.
2. Issues of personal privacy and data confidentiality are very important to the university and are clearly articulated in the Data Access Policy.

## INTELLECTUAL PROPERTY

All communications and information accessible via the network should be assumed to be copyrighted and should be accessed and re-distributed using regular copyright rules. When sources found on the internet are cited, the name, date, and location of the information must be included.

## ELECTRONIC PUBLICATIONS

For the purposes of this document, an electronic publication shall be any electronic document that is made available to one or more individuals who are not personally known by the sender. List servers and Web Pages are electronic publications, as are documents stored in public storage areas. Personal communication between a group of known individuals will not be considered publication and are covered under the e-mail policies.

## UNIVERSITY ELECTRONIC PUBLICATIONS

Any document distributed electronically by a department or office of the University shall be considered a University Electronic Publication. All University Electronic Publications should conform to the standards established by the University and coordinated by the Office of Public Relations.

## CLUB PUBLICATIONS

All documents electronically published by University student clubs shall adhere to the same standards as club postings, and will be approved through the Office of Student Life.

## PROPERTY RIGHTS AND OBLIGATIONS

## SOFTWARE LICENSES

All commercial software used on University computers must be licensed to the University or to the individual who is using the software. Individuals should be prepared to show their department head a license for the software used on any University computer. NOTE: All software should be assumed to be commercial unless otherwise noted.

1. University personnel will use all software in accordance with the license agreement.
2. Licensed software will be provided by the department to all employees who demonstrate a need for it. No employee of the University will make any unauthorized copies of any software under any circumstances. Anyone found copying software other than for backup purposes is subject to University discipline.
3. No employees shall transfer University licensed software to any entity outside of the University.
4. Any employee who determines that there may be misuse of software within the University shall notify the department head, or the Office of Computer Information Services.
5. All software used on University computers will be properly purchased through appropriate procedures.
6. No one shall install software on the computers in the University's computer labs or departmental computers without the permission of the appropriate lab coordinator or department head.

## **EMERGENCY ACTION PLAN**

For the complete Business Emergency Action Plan document, please go to:

<http://lasierra.edu/index.php?id=3102>

### **GENERAL INFORMATION**

In the event of a campus disaster or emergency condition, the Incident Commander (Director of Security) shall notify and convene the Business Emergency Action Team (BEAT) to handle the situation. This team will inform the President and Vice-Presidents of the situation and the actions being implemented under the Business Emergency Action Plan (BEAP). The team will be responsible for notifying the Safety Building Coordinators (SBC) of all affected buildings on campus. The SBC's will be responsible for assisting the BEAP implementation in their assigned areas. A list of the Safety Building Coordinators and their responsibilities is outlined in Appendix B.

The Business Emergency Action Team will work with the Director of Public Relations who will be responsible for issuing all communications to the campus community, the media, and the public.

When the Business Emergency Action Plan is implemented, the Business Emergency Action Team (BEAT) will meet at the Central Command Post (Security) to coordinate the actions required. The BEAT will notify all LSU departments and keep them informed of the progress of emergency resolution. This team will also coordinate with outside agencies as required to effectively control the emergency.

The Directors of Campus Security, Public Relations, Physical Plant Services, Landscape Services, Food Services, Health Services, along with the Residence Hall Deans, will help with the assessment of campus and building damage and with remedial action required to restore the property so normal operations can resume. Health Service and the residence hall deans will assess injury to students and employees and will assist with medical needs. Areas considered to be hazardous will be closed until restored to safe conditions. Campus Security may post Officers as needed to reduce the likelihood of injury and to protect property. Accounting for personnel and providing medical care for the injured will take precedence over other activities.

If emergency evacuation from the campus is necessary, it will be in conjunction with the City of Riverside and the Riverside Emergency Survival program. If evacuation shelters are required for a residence hall, the Deans and Residence Assistants will supervise the students. Campus Security will open the area for shelter use. If evacuation shelters are required for academic, administrative, or industrial areas, the Safety Building Coordinator for the affected area will supervise the shelter. Campus Security will open the area for shelter use. If the nature of the crisis/disaster is such that emergency supplies of food and water are needed the resources will be the Commons; the La Sierra Foods Market. The Residence Halls and Physical Education swimming pools can provide an emergency supply of water. A generator is available for emergency needs. Emergency housing may be provided at the Alumni Pavilion as needed and could become an emergency shelter managed by the [Red Cross] to serve the community after campus needs are met.

## EMERGENCY CALL LIST

Ambulance .....	911
Bolivar Family Medical Clinic (Hole Ave, Riverside).....	351-1600
Central Command Post—Campus Security.....	785-2222
Corona Urgent Care (760 Washburn Ste 6, Corona).....	736-4844
Coroner.....	275-1500
County Civil Defense.....	275-4700
Fire Department .....	911
Hazardous Materials (regular business hours).....	358-5055
(After hours).....	275-8920
Health Services, La Sierra University (on campus).....	785-2200
Human Resources, La Sierra University (on campus).....	785-2088
Physical Plant (on campus).....	785-2113
Police.....	911
Red Cross .....	688-6440
Riverside Public Health Department .....	358-5000
Risk Management & ADA (on campus).....	785-2102
Security (Central Command Post) (on campus) .....	785-2222
(Off campus) .....	785-5222

### **Hospitals**

Corona Regional Medical Center.....	(951) 737-4343
Kaiser Permanente .....	(951) 353-2000

Parkview Community Hospital..... (951) 688-2211

## **SERVICES PROVIDED BY LSU AND OTHER ORGANIZATIONS**

### **DIRECT DEPOSIT**

Employees of La Sierra University can have their paychecks automatically deposited into any bank, savings and loan or credit union which is a member of the Automated Clearing House (ACH). The deposit can be made to a checking or savings account, or a combination of the two. Arrangements for direct deposit can be made with the Payroll department.

### **LIBRARY**

The University Library, located on the upper campus, provides materials to support the educational and cultural objectives of the University. Information regarding the details of available services is posted on the Library web page <http://www.lasierra.edu/library/> or may be obtained from librarians at the reference desk. The main phone number for the Library is extension 2044.

### **HOUSING**

The University has limited rental units including apartments, houses, cottages and duplexes. Students receive priority, so oftentimes units may not be available for faculty & staff. The office of Property Management is more than happy to assist employees in finding suitable off-campus housing. For more information, contact the Department of Business Development & Property Management at: (951) 785-2511.

### **FOOD SERVICE**

The campus cafeteria is located in the Commons. All food in the cafeteria is sold on an "all you can eat" basis. University employees can purchase meal blocks from the Cashier's Office or through payroll deduction and then receive a discounted price by charging the meal using their ID card. Employees paying cash at the Commons pay the full meal price. Arrangements can be made in the Payroll Office for payroll deduction.

The cafeteria is open for breakfast, lunch and dinner year round (except during vacation breaks). Outside regular meal hours the Eagles Nest is available to purchase some food items. For more information, contact their office at 785-2138.

## **PURCHASING**

Certain items of major equipment may be purchased at a discount through the Purchasing Department. (For further information, call Ext. 2258.)

## **RECREATION FACILITIES**

All facilities are available to employees when they are not being used for class, intramural or athletic activities. Employees using University recreational facilities are at all times subject to the supervision of the Health and Exercise Science departmental staff. Use of the facilities is a privilege, not a right. Furthermore, the Workers Compensation law states:

"Your employer or his insurance carrier may not be liable for the payment of workers compensation benefits for any off-duty recreational, social or athletic activity which is not a part of the employee's work-related duties."

Information about facilities is available from the Department of Health and Exercise Science (phone: 785-2084). The facilities include a swimming pool, running track, six tennis courts, athletic fields, fitness center and the Alumni Pavilion.

## **RETAIL STORES**

The LSU Bookstore is located on campus, next to the SALSU offices on the lower level of the Commons Building. The Bookstore has a wonderful selection of textbooks, school supplies, general books, gifts, clothing, emblematic items, snacks and sundry items as well as a variety of greeting cards. Department Directors may opt to set up charge accounts so that department purchases can be billed directly to their Department budget when needed. See the store Manager for details on how to set up a new account. The Bookstore can be reached at: (951) 785-2196.

La Sierra Natural Foods (LSNF) is a University owned and operated entity which provides a wide selection of natural foods, vegetarian meat substitutes, vitamins, fresh & organic produce, earth friendly products as well as general food items. LSNF is

located in the Convenience Center at 11550 Pierce Street. Regular employees receive a discount upon showing their employee ID card at the time of purchase. They can also arrange for purchases to be deducted from their paycheck. See the store Manager for details about these benefits. La Sierra Natural Foods can be reached at: (951) 785-5763.

## **CREDIT UNIONS**

Employees and students of La Sierra University are eligible for membership at La Loma Federal Credit Union. Our members enjoy the benefits of a variety of financial services such as: checking, savings, VISA cards, home loans and various consumer loans at competitive rates. A wide variety of electronic services are also available: online banking, bill pay, electronic statements and more. A full service branch office is conveniently located on the La Sierra Campus at 11498 Pierce St. Suite D, Riverside in the convenience center. The main branch is located at 26151 Mayberry St, Loma Linda. For information concerning hours and services, please contact us at (888) 252-5662 ext. 831 or visit our website at [www.LLFCU.ORG](http://www.LLFCU.ORG)

The California Adventist Federal Credit Union serves Seventh-day Adventists throughout the state of California. It provides a variety of financial services such as: checking, savings, Visa card, loans, etc. at competitive interest rates. The California Adventist Federal Credit Union is located at 1441 E. Chevy Chase Drive, Glendale, California 91206. Their Phone number is (818) 246-7241.

## **LIBERTY MUTUAL INSURANCE**

This insurance company offers home, rental and auto insurance. Liberty Mutual offers a 5% discount to LSU employees. Information on Liberty Mutual can be obtained from the Human Resources Department.

## **RIDE-SHARING -- COMMUTER COMPUTER**

In compliance with Regulation XV of the Southern California Air Quality Management District, the University offers a ride sharing program. It also operates a ride-sharing program with Commuter Computer. This program provides employees with information on carpooling. All employees are required to complete the information annually. Additional information can be obtained at the Security Department.

## **LOST AND FOUND**

Lost or abandoned articles on campus are retained by the Custodial Department. Lost and Found is located in the Campus Post Office, phone 785-2261.

## **DISCOUNT CARDS**

Discount cards for many Southern California attractions are available upon presentation of the I.D. card at the Human Resources Department. Discounted tickets to limited venues are available for purchase.

## INDEX

ADOPTION ALLOWANCE, 48  
AIDS EDUCATION AND PREVENTION POLICY, 110  
ALIENS, 4  
APPEARANCE, 8  
APPLICATION, 18  
AUTOMOTIVE COLLISION ASSISTANCE, 48  
BEHAVIOR CODE, 9  
CARE OF CHILDREN, 12  
COMPUTER ABUSE POLICY, 12  
CONFIDENTIAL INFORMATION, 6  
CONFLICT OF INTEREST, 6  
CONSENSUAL RELATIONSHIPS, 113  
CREDIT UNIONS, 127  
DEATH AND BEREAVEMENT LEAVE, 38  
DIRECT DEPOSIT, 125  
DISABILITY INSURANCE, 32  
DISASTER PLAN, 16  
DISCIPLINE, 11  
DISCOUNT CARDS, 128  
DISCRIMINATION AND HARASSMENT POLICY, 55  
DRUG FREE ENVIRONMENT POLICY AND PROCEDURES, 98  
DUPLICATE HOUSING ASSISTANCE, 44  
EMERGENCY ACTION PLAN, 121  
EMERGENCY CALL LIST, 123  
EMPLOYEE STATUS, 3  
EMPLOYMENT AT WILL, 3  
EMPLOYMENT DECISIONS, 2  
EMPLOYMENT OF RELATIVES, 4  
ENDORSEMENT, 14  
EXPENSE REPORT POLICIES AND PROCEDURES, 53  
FAMILY and MEDICAL LEAVE, 28  
**FAMILY AND PERSONAL LEAVE POLICIES**, 27  
FIDELITY INSURANCE, 13  
FLEXIBLE SPENDING ACCOUNT PLAN, 27  
FOOD SERVICE, 125  
FREEDOM OF RELIGIOUS PRACTICE AND EXPRESSION, 1  
GRIEVANCE POLICY AND PROCEDURE, 94  
HARASSMENT, 12  
HEALTH PLAN, 25  
HEALTH SERVICE, 25  
HIRING PROCESS, 19  
HOLIDAYS WITH PAY, 34  
HOUSING, 125  
HOUSING ASSISTANCE, 45  
IDENTIFICATION CARDS, 20  
INFORMATION SYSTEMS CODE OF ETHICS, 116  
JURY DUTY, 38  
KEYS, 22  
LA SIERRA UNIVERSITY POLICIES, 55  
LIABILITY INSURANCE, 40  
LIBERTY MUTUAL INSURANCE, 127  
LIBRARY, 125  
LIFE INSURANCE, 39  
LONG-TERM DISABILITY, 38  
LOST AND FOUND, 128  
MATERNITY LEAVE, 32  
MINORS, 5  
MOVING EXPENSE ALLOWANCE, 48  
NONDISCRIMINATION POLICY, 1  
NON-FRATERNIZATION POLICY, 113  
ORIENTATION, 20  
PAID FAMILY LEAVE, 31  
PARKING, 15  
PAYDAY, 23  
PAYROLL ADVANCES, 23  
PAYROLL DEDUCTIONS, 23  
PERSONAL LEAVES OF ABSENCE, 27  
PERSONAL PROPERTY, 13  
PERSONNEL RECORDS, 5  
POLITICAL AND CIVIC ACTIVITIES, 14  
PRE-EMPLOYMENT INFORMATION VERIFICATION, 18  
PRE-EMPLOYMENT PHYSICAL EXAMINATION, 20  
PUBLIC RELATIONS, 15  
PURCHASING, 126  
RECREATION FACILITIES, 126  
REDUCTION OF STAFF, 22  
REFERRAL, 18  
RESIGNATION, 22  
RETAIL STORES, 126  
RETIREMENT PLAN, 25  
RETIRING EMPLOYEE MOVING ALLOWANCE, 50  
RIDE-SHARING -- COMMUTER COMPUTER, 127  
RISK MANAGEMENT, 15  
SAFETY AND SECURITY, 15  
SDA-TRANSFER EMPLOYEES, 5  
SEXUAL MISCONDUCT POLICY, 62  
SEXUAL STANDARDS POLICY, 11  
SICK LEAVE, 36  
SOCIAL SECURITY and MEDICARE, 24  
SOLICITATION AND VENDING, 13  
TAX SHELTERED ANNUITIES, 26  
TELEPHONE USE, 14  
TERMINATION OF EMPLOYMENT, 21  
TERMINATION PAY, 51  
TERMINATION SETTLEMENTS, 51  
TRANSFERS WITHIN LA SIERRA UNIVERSITY, 20  
TUITION ASSISTANCE FOR DEPENDENT CHILDREN, 41  
TUITION BENEFITS, 40  
UNEMPLOYMENT INSURANCE, 39  
UNIVERSITY PROPERTY AND EQUIPMENT, 13  
VACATION LEAVE, 35  
VOTING TIME, 39  
WORKERS' COMPENSATION, 33  
WORKPLACE VIOLENCE POLICY, 108

