



**WESTCLIFF**  
**UNIVERSITY**  
Educate. Inspire. Empower.



# EMPLOYEE HANDBOOK STAFF

2021

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## Introduction

This Employee Handbook (“Handbook”) is designed to summarize Westcliff University’s (“University”) personnel policies and benefits and to acquaint you with many of the rules concerning employment with University. This Handbook applies to all employees, faculty, and compliance with University’s policies is a condition of employment. University reserves the right to modify, rescind, delete or add to the provisions of this Handbook from time to time in its sole and absolute discretion. University will notify you of any significant changes that may affect you. This Employee Handbook is not a binding contract between University and you, nor is it intended to alter the at-will employment relationship between University and you. University reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

## **At-Will Employment Relationship**

Employment with University is at will, unless otherwise specified in a written employment agreement. This means employment with University is not for any specified period and may be terminated by you or University at any time, with or without cause or advance notice. In connection with this policy, University reserves the right to modify or alter your position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, change in reporting relationships, reclassification or reassignment. In addition, University reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate. No person other than the President of University has the authority to enter into an agreement contrary to this statement. To be valid, such agreement must be specific, in writing and signed by the President of University.

## Employee Classifications

The following terms are used to describe employees and their status:

### Exempt and Nonexempt Employees.

Exempt Employees: Exempt status is determined by federal and state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. Exempt employees are not subject to the minimum wage and overtime laws.

Nonexempt Employees: All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the applicable minimum wage per hour and a premium for overtime.

### Additional Classifications.

Regular Full-Time: Employees regularly scheduled to work 40 hours per week are regular full-time employees. Regular full-time employees are eligible for all University benefits subject to the terms and conditions of the benefit plan or policy.

Regular Part-Time: Employees regularly scheduled to work less than 40 hours per week are regular part-time employees. Part-time employees are not eligible for University benefits except as expressly described herein.

Temporary: Employees who are hired for a limited period of time and/or for a specific project are temporary employees. These employees may be scheduled to work full or part-time, and are not eligible for any benefits except those required by law.

You will be advised of your status at the time of hire and any change in status. Regardless of your status, you are employed at will and your employment relationship can be terminated by University or you at any time, with or without cause.

## Recruitment and Selection

### Equal Employment Opportunity.

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It is the policy of University to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other classification protected by applicable local, state or federal laws (including Title VII of the Civil Rights Act). This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

### Recruitment and Hiring Policy.

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The University believes that hiring qualified individuals to fill positions contributes to the overall strategic success of Westcliff University. Each employee, while employed, is hired to make significant contributions to Westcliff University. In hiring the most qualified candidates for positions, the following hiring process is applicable:

#### **Personnel Requisitions**

Personnel Requisitions must be completed in order to fill all positions. The requisitions may be initiated by the University Deans or the Department Supervisor. Requisition approval by the CEO or Provost is also required as needed and then forwarded to Human Resources. Personnel Requisitions should indicate the positions' hours/shifts, status, reason for the opening, essential job functions and qualifications or any special recruitment advertising instructions.

#### **Job Posting**

All job openings are posted on the University web site, and external sites for employees and candidates to review. Jobs remain on the posting until the position is filled or at management's discretion. Human Resources' is responsible for placing all recruitment advertising.



**Interview Process**

Human Resources or the HR Recruiter will screen resumes prior to scheduling interviews to make sure the candidate meets the job requirements. Initial interviews are generally conducted by telephone. Candidates will receive a confirmation e-mail or telephone call with the date and time of the scheduled interview. If the candidate misses the scheduled interview, it is the responsibility of the candidate to contact the University to reschedule a missed interview. Candidates who do well on the telephone interview will be scheduled for additional interviews.

Human Resources or the HR Recruiter will schedule a face to face interview with selected candidates and Department Supervisor along with two additional Directors or members of hiring departments. Once all interviews have completed, the Department Supervisor will have ultimate responsibility for making a hiring decision.

All applicant resumes not selected will be forwarded to Human Resources for appropriate retention. Human Resources will notify applicants who are not selected about the closing of the positions.

**Employment Offers**

Once a decision has been made regarding interest in hiring an applicant, a verbal offer will be made contingent upon satisfactory completion of reference checks.

Human Resources will send offer letters and if the candidate accepts the offer, a new hire packet will be sent.

**Background and Reference Checks**

To ensure that individuals who join Westcliff University are well qualified and to ensure that Westcliff University maintains a safe and productive work environment, Westcliff University may conduct pre-employment background checks on all applicants after an offer of employment has been extended and accepted. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Westcliff University as it relates to the requirements of each position. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws.

Reports are kept confidential and are only viewed by individuals involved in the hiring process.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

### **Drug Testing**

Westcliff University has the right to require a pre-employment drug test before beginning work or receiving an offer of employment. Refusal to submit or failing a drug test will result in disqualification of further employment consideration.

### **Initial Start Date**

On the initial start date, employees will review the required paperwork with Human Resources. Candidates who are not able to provide completed forms and documents required for employment will not be allowed to begin work.

## **Employment of Relatives.**

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The University recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, security or morale, or create conflicts of interest that materially and substantially disrupt University's operations. When University determines any of these problems will be present, it will decline to hire an individual who is a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Supervisor and the Human Resources Department should be notified so that University may determine whether a problem involving supervision, security or employee morale, or a conflict of interest that would materially and substantially disrupt University's operations exists. If University determines that such a problem exists, University will take appropriate

steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives. Exceptions to this policy must be approved by the President.

### **Reference Policy.**

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Any and all inquiries received by University regarding a present or former University employee are to be referred to the Human Resources Department. In response to such inquiries, the Human Resources Department will provide only the former or present employee's dates of employment and position(s) held with University. Compensation information may also be verified if written authorization is provided by the employee.

### **Job Descriptions.**

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Job descriptions may be used at University in several ways. They are helpful in staffing, and salary administration, training and determination of work needs. Job descriptions may also help employees and supervisors communicate about job responsibilities and expectations. However, job descriptions are intended as guidelines and will change over time, as necessary. From time to time, employees may be asked to perform duties and handle responsibilities that are not specifically addressed in their job descriptions.

## Hours of Work and Payroll Practices.

### Pay Periods and Paydays.

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University's paydays are bi-weekly. Each payroll period begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday; employees are paid every other Friday. You will be paid by check or direct deposit bi-weekly. If the regular payday falls on a Saturday, you will be paid on Friday. If the regular payday falls on a Sunday, you will be paid on Monday. If the regular payday falls on a University holiday, you will be paid the first business day after the holiday. A copy of the payroll calendar schedule can be viewed at [www.westcliff.edu/paycalendar/](http://www.westcliff.edu/paycalendar/) and enter password: WUpayroll#1.

### Overtime.

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Nonexempt employees may be required to work beyond their regularly scheduled workday whenever it is deemed necessary or appropriate by their supervisor or University management. University will attempt to provide reasonable advance notice, but that may not always be possible. Employees are expected to cooperate with such requests. Nonexempt employees will be paid an overtime premium for all hours worked in excess of 8 per workday or 40 per workweek. Nonexempt employees may not work overtime without the prior approval of their supervisor. Employees who fail to comply with this policy may be subject to disciplinary action up to and including termination of employment. Exempt employees are not eligible for overtime pay.

Calculation of Overtime: Compensation for overtime will be paid to nonexempt employees in accordance with applicable local, state and federal laws. In calculating eligibility for overtime compensation, only hours actually worked will be included.

For the purpose of calculating an employee's entitlement to overtime compensation, the "workday" means the 24-hour period that begins at 12:00 a.m. and ends at 11:59 p.m. The "workweek" means the 7-day period that begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.

All nonexempt employees in California will be paid a premium for overtime hours as follows:

- i. One and one-half times their regular rate of pay for all hours worked in excess of 8 per workday, up to 12, or in excess of 40 in a workweek;
- ii. One and one-half times their regular rate of pay for the first 8 hours on the seventh consecutive day of work in a workweek; and
- iii. Double the regular rate of pay for all hours worked in excess of 12 in a workday and after 8 hours on the seventh consecutive day of work in a workweek.

### **Makeup Time.**

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Nonexempt employees may request to make up lost time due to personal obligations, without being paid overtime, provided no more than 11 hours are worked in a workday or 40 hours in a workweek. Also, the makeup hours must be worked in the same workweek as the missed hours. Use of makeup time in lieu of overtime must be approved by management. In order to request make up time, employees must complete and sign a makeup request form and obtain management approval.

### **Rest and Meal Periods.**

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Nonexempt employees are provided with one 10-minute rest period for every four-hour period of work, or major fraction thereof. A rest period shall not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Accordingly, employees shall receive 10 minutes of rest time for shifts lasting three and one-half hours up to six hours, 20 minutes (split into two 10-minute rest breaks) for shifts lasting more than six hours up to 10 hours, 30 minutes for shifts lasting more than 10 hours, up to 14 hours (split into three 10-minute rest breaks), and so on. To the extent possible, each rest period should be taken in the middle of the four-hour work period. This time is counted and paid as time worked. Therefore, employees must not be absent from their workstations beyond the allotted rest period time.

Nonexempt employees scheduled to work more than five hours in a workday are provided with a one-hour unpaid, duty-free meal period no later than the end of the employee's fifth hour of work. Nonexempt employees who work more than ten hours in a workday are provided with

a second unpaid, duty-free meal period of 30 minutes, no later than the end of the employee's tenth hour of work. During this time, employees are relieved of all duty and University relinquishes all control over employee activities, and permits employees a reasonable opportunity to take an uninterrupted break as set forth above. Employees should immediately report to the Human Resources Department or management any incident when they have been impeded from taking their meal period.

## **Time Cards.**

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Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without your supervisor's approval and may not be falsified in any way.

The following guidelines pertain to time cards:

- (a) All time worked must be accurately and completely recorded in PayChex on a daily basis. The start and end of the workday as well as the start and end of the meal period and any personal time off must be recorded.
- (b) All time worked must be recorded in PayChex. "Off-the-clock" work is expressly prohibited.
- (c) There is no grace period for clocking in or out. Hours worked are calculated based upon actual hours recorded in PayChex. You are expected to work the hours that you are scheduled for.
- (d) Coworkers may not record time for, or alter the time card of, another employee.
- (e) All time cards must be acknowledged by both the employee and his/her immediate supervisor attesting to the accuracy of the time card in PayChex.
- (f) Nonexempt employees must receive prior approval from their supervisors before working overtime.

- (g) Time cards are to be submitted on the day designated by the Human Resources Department. It is the responsibility of the employee to submit time cards on time.

### **Wage and Hour Complaint Procedure.**

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If you believe you have been compensated incorrectly or have been improperly classified as exempt or nonexempt, you must report such concerns immediately to the Human Resources Department. Such concerns will be investigated and if merited, will be corrected immediately. University will not retaliate against any employee for raising a concern and will not permit others to retaliate against such an employee.

### **Labor Code of Conduct Standards**

#### **Women's Rights**

- (a) Women workers will receive equal remuneration, including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male workers.
- (b) Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
- (c) Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.
- (d) Workers will not be exposed to hazards, including glues and solvents that may endanger their safety including their reproductive health.
- (e) Licensees shall provide appropriate services and accommodation to women workers in connection with pregnancy.

#### **Child Labor**

Licensees shall not employ any person at an age younger than 14. Licensees agree to consult with governmental, human rights and non-governmental organizations, and to take reasonable steps as evaluated by Westcliff.

#### **Forced Labor**

There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.

### **Health and Safety**

Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.

### **Non-Discrimination**

No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

### **Harassment or Abuse**

Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.



## Standards of Conduct and Employee Performance.

### Confidentiality.

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In the course of your employment with University, you may have access to “Confidential Information” regarding University, which may include its business strategy, future plans, financial information, curriculum, contracts, suppliers, customers, compensation, student and personnel information or other information that we consider proprietary and confidential. Maintaining the confidentiality of this information is vital to our competitive position in the industry and, ultimately, to our ability to achieve financial success and stability. You must protect this information by safeguarding it when in use, using it only for the business of University and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies during and even after your employment with University. As a condition of employment with University, all University employees must sign its standard confidentiality agreement.

### Performance Evaluations.

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In most instances, you will receive informal evaluations of your performance, as needed. A formal written performance evaluation will be conducted after 90-days of employment and each year during January or July depending on your start date.

- January evaluation: if you are hired between January to March, or October to December.
- July evaluation: if you hired between April to September.

For faculty employees, you will also receive informal evaluations of your performance as needed. A formal written 2-part performance evaluation will be conducted yearly. Your performance evaluation will be scheduled around your annual observation.

Performance evaluations for both staff and faculty may also be given at other times at University’s discretion. During the review, a supervisor will normally discuss your strengths, identify any problem areas and suggest ways in which you can improve your performance. The written performance evaluation should be signed and dated by you and the

supervisor. You may provide a written response. The evaluation (and any response you provide) will be maintained in your personnel file.

### **Internal Transfers and Promotion Policy.**

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Transfers and promotions provide staff the opportunity for career growth and advancement within Westcliff University. Supervisors are encouraged to consider internal candidates from within their own entity or department as well as from other entities or departments throughout Westcliff University. Staff must inform their current supervisor of a transfer request before accepting another position at Westcliff University so that the current supervisor and hiring supervisor can discuss staff performance and work background. This is to maintain a fair working environment, set expectations for employees applying for a position; and support productive and positive working relationships between departments. The purpose of this policy is to manage the internal transfers and promotions process to ensure ethical recruitment practices throughout the organization.

### **No Minors on Campus.**

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Westcliff University recognizes the importance to ensure the safety and well-being of minors on campus. Minors must be accompanied by guardians or parents at all time while on campus and should not be left unattended.

### **Personnel Records.**

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University maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of University and may not be removed from University premises without written authorization from Human Resources. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so.

You may contact the Human Resources Department to request a time to review your payroll records and/or personnel file. With reasonable advance notice, you may review your own records in University's offices

and in the presence of an individual appointed by University to maintain the records. In the alternative, you may submit a written request that a copy of your personnel file be provided to you or your authorized representative.

### **Attendance.**

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Punctuality and regular attendance are essential to the successful operation of University's business. If you are unable to report to work (or to report to work on time) for any reason, you must notify your supervisor or the Human Resources Department before your starting time. If you desire to leave work for any reason during the workday, you must obtain the approval of your supervisor prior to leaving. In the event that you fail to call in to your supervisor or report for work for three (3) consecutive workdays, you will be deemed to have voluntarily resigned from your employment with University and will be removed from the payroll. Excessive absenteeism or tardiness may subject you to disciplinary action, up to and including termination of employment.

### **Discipline and Standards of Conduct.**

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As an at-will employer, University may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal warnings, email or written documented warnings, performance and development review, performance improvement plan, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time University determines it is appropriate, an employee may be discharged immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the University's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on University property and/or conducting University business (on or off University property). Engaging in any conduct the University deems

inappropriate may result in disciplinary action, up to and including immediate termination of employment.

- (a) Dishonesty, falsification of University records;
- (b) Unauthorized use or possession of property that belongs to the University, a coworker or of the public;
- (c) Possession or control of illegal drugs, weapons, explosives or other dangerous or unauthorized materials;
- (d) Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may disrupt the workplace, endanger others or damage property;
- (e) Failure to perform assigned duties or failure to comply with University's health, safety or other rules;
- (f) Unauthorized or careless use of University's materials, equipment or property;
- (g) Unauthorized and/or excessive absenteeism or tardiness;
- (h) Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, conduct improper for the workplace or insubordination;
- (i) Sexual or other illegal harassment or discrimination;
- (j) Unauthorized use or disclosure of University's confidential information;
- (k) Violation of University's Substance Use and Abuse Policy;
- (l) Violation of any University policies.

### **Dress Standards.**

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You are expected to dress in a manner that will project a professional image to our clients. Clothing should be neat, clean and modest, not torn, frayed, faded or stained. Unacceptable clothing includes, but is not limited

to, shorts, T-shirts, tank tops, hats, beach sandals, flip-flops and tennis shoes as well as suggestive, clinging or excessively revealing clothing (e.g. halter tops and bare legs or midriffs). If you have questions regarding appropriate dress standards, you are encouraged to speak with your supervisor in advance to avoid potential problems.

If you do not observe the general rules of this policy, you will be asked to change or alter your dress to conform as necessary and may be sent home in order to change and return to work in proper attire. Failure to comply with this policy may subject you to disciplinary action up to and including termination.

### **Smoking.**

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Smoking, is prohibited on University grounds unless designated areas are provided.

### **Safety.**

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University is committed to providing a safe workplace. Accordingly, University emphasizes “safety first.” It is your responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, you can protect yourself and your coworkers. The University’s Annual Security Report can be viewed through the below link

<https://www.westcliff.edu/annual-security-report>

In keeping with its safety commitment, University has established an “Injury and Illness Prevention Program” (IIPP). A copy of the IIPP is available for your review, upon request, from the Human Resources Department.

You are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor, to your immediate supervisors and/or Human Resources so any potential hazards can be corrected, injured workers can be treated and workers’ compensation claims can be processed. Failure to immediately report workplace injuries and/or accidents may result in disciplinary action.

## **Substance Use and Abuse.**

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University believes that it is important to promote a drug-free community, to maintain safe, healthy and efficient operations, and to protect the safety and security of the employees, facilities, and property of University. Drugs or alcohol may pose serious risks to the user and all those who work with or around the user. In addition, the use, possession, sale, transfer, manufacture, distribution, and dispensation of alcohol, illegal drugs, or marijuana, in the workplace pose unacceptable risks to the maintenance of a safe and healthy workplace and to the security of University employees, visitors, facilities, and property. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefits costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of the services provided by University.

For all of those reasons, University has established the Biennial Review of Drug and Alcohol Prevention Program. Information can be found through the below link.

<https://www.westcliff.edu/wp-content/uploads/2017/05/2016-2018-Biennial-Review-of-Drug-and-Alcohol-Prevention-Program.pdf> *(IR is working on updating this for 2020)*

If you feel you have developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, you are strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, you may not avoid disciplinary action, up to and including immediate termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

## **Workplace Searches.**

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To protect University property and to ensure the safety of all employees, University reserves the right to inspect and search any employee's office,

desk, drawers, cabinets, files, locker, equipment, including computers, email and voice mail, University vehicles, and any area on our premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other University equipment and facilities are the property of University, and are intended for business use. You should have no expectation of privacy with respect to items brought onto University property and/or stored in University facilities. Inspection may be conducted at any time, without notice, at the discretion of University.

In addition, when University has a reasonable suspicion that a University policy is being violated that necessitates a search, you may be required to submit to reasonable searches of your personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought onto University's property.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including discharge. Employees found to be in violation of any of the University's policies will be subject to disciplinary action, up to and including discharge.

### **Anti-Harassment/Discrimination/Retaliation.**

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University is committed to providing a work environment free of sexual or any form of unlawful harassment, discrimination or retaliation. In furtherance of this commitment, University provides harassment and discrimination training to its employees. All supervisors are required, as a condition of employment in such position, to complete at least two hours of sexual harassment training every two years. New supervisors must complete the sexual harassment training within six months of assuming a supervisory position. All non-supervisors are required to complete at least one hour of sexual harassment training every two years. Non-supervisors must complete the sexual harassment training within six months of hire.

Harassment or unlawful discrimination against individuals on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or

military and veteran status, volunteer or internship status or any other classification protected by state or federal laws (including Title VII of the Civil Rights Act) is illegal and prohibited by University policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the University will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his/her employment or engagement. To the extent a customer, vendor or other person with whom the University does business engages in unlawful harassment or discrimination, the University will take appropriate corrective action.

### **Prohibited Conduct.**

Sexual or other unlawful harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- i. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- ii. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- iii. it creates a hostile or offensive work environment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

### **Complaint Procedure.**

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with University, should immediately report such conduct to



their supervisor, any other member of management or the Human Resources Department so that the University can try to resolve the claim internally. Supervisors must report any complaints of misconduct to Director of Human Resources.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy.

All complaints will be investigated promptly, fairly and thoroughly by impartial, qualified personnel in the Department of Human Resources. Complaints will be designated confidential, to the extent possible. The complaint process will be documented and tracked for reasonable progress and will be closed in a timely manner. Appropriate options for remedial actions and resolutions will be considered. If at the end of the investigation misconduct is found, appropriate remedial measures will be taken.

To the extent that an employee or contract worker is not satisfied with University's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief. In California, the Department of Fair Employment and Housing can be contacted by consulting the government agency listings in the telephone book or on-line at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). The Department of Fair Employment and Housing will, in appropriate cases, prepare and investigate complaints of harassment or discrimination; after a hearing, individuals actually injured as a result of such conduct may be awarded damages, as well as other remedies.

### **Retaliation Prohibited.**

Employees and contract workers are also protected by law from retaliation for opposing or reporting unlawful harassment or discrimination or for otherwise participating in processes connected with an investigation, proceeding or hearing conducted by University or a government agency with respect to such complaints. University will take disciplinary action up to and including the immediate termination of any employee who retaliates against another employee or contract worker for engaging in any of these protected activities. Contract workers will be subject to termination of their engagement with University for engaging in retaliation.

Please contact a member of the Human Resources Department if you have any questions about this policy or require further information on the subject of sexual or other harassment or discrimination.

### **Positive Representation of the College to Students.**

Each employee who interacts with students must treat them with respect and extend professional courtesy. Each of University's policies with regard to employee-employee relations should be extended to cover employee-student relations. Violations of policy regarding unacceptable behavior toward students may result in disciplinary action up to and including termination. Faculty members are not permitted to fraternize with currently enrolled students.

Administration staff and faculty members must present a professional image and act in an appropriate manner at all times. Each employee should demonstrate an exemplary work ethic and professional behavior. Due to the fact that our students seek employment in various professions, each employee should strive to set an example for our students to follow.

The University values your views on ways to improve all of the services we provide to our students. Our open door policy is designed to provide a means to share your ideas and views with us. The quality of the experience and education students obtain here is powerfully influenced by the attitudes of instructors and other employees. If you are positive, confident and speak well of the quality of the education, curricula, instruction, facilities and administration, our students will also be positive and confident. If, on the other hand, students are exposed to criticism by employees, however well intentioned, about the quality of the education, curricula, instruction, facilities or administration, their confidence will be undermined and their education may be impaired. For these reasons, we expect all employees to voice concerns and constructive criticisms solely to management, and never, under any circumstances express views to students that are in any manner critical of the education, curricula, instruction, facilities or administration of the school. **Violation of this rule will result in disciplinary action, which may include immediate termination of employment.**

**Non-Fraternization.**

University is committed to fostering a professional work environment where all employees are treated fairly and impartially by their supervisors. Accordingly, managers are not allowed to date employees who report to them directly or indirectly. Personal relationships very often cause problems in the workplace, such as lack of objectivity toward the subordinate's performance, the perception of favoritism by other employees (whether justified or not), and potential sexual harassment complaints. Employees or managers who have a question about this policy should contact the Human Resources Department.

At no time is it acceptable for an employee to socialize with students, other than at school-sponsored functions such as graduation, orientation, etc. The dating of students by employees is absolutely forbidden and will subject an employee to immediate termination of employment.

**Professional Conduct of Instructors.**

The following standards are required of all instructors:

- (a) Materials, books, handouts and computer data cannot be copied or supplied to individuals outside of school personnel.
- (b) Instructor resignations and the nature thereof are considered confidential and shall not be shared with the student body without the written consent of the President.
- (c) Instructors and other employees are not permitted to give their personal telephone number, address or e-mail address to students.
- (d) Falsification of any attendance or grade record will result in immediate termination of employment.
- (e) Instructors must turn in grades and attendance information on time as required

**REMEMBER:** You are not to fraternize with students. You are their teacher, their role model and mentor. If you are at all unclear of how to act in a particular situation, please see the Human Resources Department immediately.

## **Disability Accommodation Policy.**

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The University does not discriminate on the basis of disability. Qualified individuals with a disability will be provided with reasonable accommodation upon request, unless the accommodation would impose an undue hardship. When an employee requests an accommodation, including time off, for a reason related to a disability, University will engage in an interactive process with the employee to determine the most appropriate accommodation.

The employee with a disability is responsible for requesting an accommodation from the Human Resources Department or his or her supervisor. University may require medical documentation regarding the disability when requested. Once medical documentation is received, the Human Resources Department typically works with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of his/her job.

## **Solicitations, Collections, Petitions.**

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To avoid disruption of the workplace and potential embarrassment for our employees, no solicitations, collections, circulation of petitions or distributions of literature by employees are permitted during working time or in working areas. "Working time" refers to the work time of the employee soliciting, collecting, circulating or distributing as well as the employee to whom such action is directed. It does not include breaks, meal periods or other times before or after work. "Working areas" includes all offices, reception areas, hallways, conference rooms or other areas where business is conducted. It does not include break rooms or parking areas. In addition, no person from outside University is allowed on University premises at any time for these or related purposes. If you observe someone who is not an employee engaging in any of these activities at any time, please notify management immediately.

## **Electronic Communications System.**

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At University, we use electronic forms of communication and information exchange. Employees of University generally have access to one or more of the following: computers, e-mail, instant messages, telephones, cellular

phones, voicemail, fax machines, and the Internet (hereafter collectively referred to as “electronic communications system”). The electronic communications system provided or paid for by University and any information stored on it is University property and will be treated as such. The electronic communications system is provided for the purpose of facilitating University’s business.

The following rules apply to all electronic communications that are: (1) accessed on or from University premises; (2) accessed using University computer or telecommunications equipment, or via University-paid access methods; and/or (3) used in a manner which identifies the individual with University. The following list is not exhaustive and University may implement additional rules from time to time.

- University’s electronic communications system may not be used for transmitting, retrieving, viewing, printing or storing any communications of a discriminatory or harassing nature, or which are derogatory to any individual or group, or which are obscene or X-rated communications, or are of a defamatory or threatening nature, or for “chain letters,” or for any other purpose that is illegal or against University policy.
- While the electronic communications system is primarily for University’s business use, limited, occasional or incidental use of the electronic communications system (e.g., sending or receiving e-mail) for personal, non-business purposes is permitted - as is the case with personal phone calls. However, you need to demonstrate a sense of responsibility and may not abuse the privilege.
- You should not assume any electronic communications are private or confidential and should transmit sensitive information in other ways. University may need to monitor, access or review electronic communications for a number of business reasons and it reserves the right to do so. All such information may be used and disclosed to others, in accordance with business needs, at the University’s discretion.
- If you use any security measure on a University-supplied computer, you must provide the **Director of Technology** with a hard copy

record (to be maintained in a secure location) of all your passwords for University use if required.

- Any employee who abuses the privilege of University-facilitated access to electronic media and services will be subject to corrective action, up to and including termination of employment.
- You must respect the confidentiality of other people's electronic communications and may not attempt to breach computer or network security measures, except by explicit direction of University management.
- Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights. To avoid viruses and potential copyright violations, no one may download any new software without the prior authorization of the Director of Technology.
- All communications sent by you via the electronic communications system must comply with this and other University policies, including the Anti-Harassment/Discrimination, Solicitations, Collections, Petitions and Confidentiality policies.

This policy cannot be modified except by written communication by the President.

### **Social Media.**

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Employees may not participate in any social networking (e.g. Facebook, Twitter, Google+, etc.) during working hours or by using the University's network. This does not apply if you are asked to participate in Social Networking on behalf of the University using the University's Social Networking pages. Also, you may accept LinkedIn invitations, so long as such activity does not interfere with your job responsibilities or violate another University policy. Because the University does participate in Social Media as a way of promoting itself, we encourage employees to separate their personal social networking from professional social networking (e.g., a different social networking page).

If you participate in social networking outside working hours, you should be careful with what you say. For example, an employee may not use or

disclose information that is confidential and/or proprietary to the University, and acquired in the course of employment with the University. Confidential/proprietary information includes, but is not limited to, trade secrets and information related to the University's business plans and strategies, but does not include comments you make regarding your own work terms and conditions of employment. Also, you may not make comments about any other employee that are disparaging, stereotyping or otherwise degrading relative to that employee's age, sex, race, religion, color, national origin, disability, sexual orientation, or membership in any other protected group.

When engaging in Social Networking outside of work, you must not make any representations on behalf of the University. You should make clear that you are speaking personally and not on behalf of the University (without mentioning the University by name). We encourage you to include a statement to the following effect, wherever possible: "The views expressed herein are mine alone and do not reflect those of my employer." You should include this disclaimer on any personal media site or blog.

Conversely, in order to comply with regulations published by the Federal Trade Commission ("FTC"), if you wish to post any "promotional content," you must state that you are an employee of the University. Promotional content is defined as communications that are designed to endorse, promote, sell, advertise or otherwise support the University and its mission. You must obtain permission from the Director of Technology prior to engaging in any promotional postings to ensure that you comply with the University's requirements as well as any applicable laws.

Any violations of the Social Media policy are cause for discipline, up to and including discharge.

### **Open Door and Grievance Policy.**

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To facilitate open communication and promptly resolve problems, employees are encouraged to bring any work-related questions or concerns to the attention of management. We welcome such discussions because it allows University to maintain a productive and harmonious atmosphere. You will not be subject to any adverse employment actions for raising good-faith concerns in a professional manner.

Although any member of management may be contacted to discuss a problem or concern, we recommend that you try to resolve the situation first with your immediate supervisor, as that person is generally in the best position to evaluate the situation and provide an appropriate solution.

However, if you are not satisfied with your supervisor's decision or are uncomfortable discussing the issue with your supervisor, you may also go to the Human Resources Department. All grievance's will be investigated promptly, fairly and thoroughly by impartial, qualified personnel. Complaints will be designated confidential, to the extent possible. The complaint process will be documented and tracked for reasonable progress and will be closed in a timely manner. Appropriate options for remedial actions and resolutions will be considered. If at the end of the investigation misconduct is found, appropriate remedial measures will be taken.

To ensure that grievances are properly addressed, employees are encouraged to submit complaints or concerns in writing. Although University will strive to reach a result that is satisfactory to all parties concerned, University must maintain the ability to make decisions that are in the best interest of University as a whole.

### **Separation of Employment.**

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It is the policy of University to ensure that employee terminations, including voluntary and involuntary terminations of an employee, are handled in a professional manner with minimal disruption to the workplace.

#### **At-Will Employment.**

Employment with University is voluntary and subject to termination by the employee or University at will, with or without cause, and with or without notice, at any time. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of University employees.

#### **Voluntary Terminations.**

A voluntary termination of employment occurs when an employee submits a written or verbal notice of resignation, including intent to retire, to his or her supervisor or when an employee is absent from work for three



consecutive workdays and fails to contact his or her supervisor (job abandonment).

**Procedures.**

- i. Employees are requested to provide a minimum of two weeks' notice of their intention to separate employment. The employee should provide a written resignation notification to his or her manager.
- ii. Upon receipt of an employee's resignation, the manager will notify the human resource (HR) department by sending a copy of the resignation letter and any other pertinent information (e.g., employee's reason for leaving, last day of work).
- iii. The HR department will coordinate the employee's departure from the company. This process will include the employee's returning all company property, a review of the employee's post-termination benefits status and the employee's completion of an exit interview.
- iv. Employees who possess a security clearance must meet with the security officer for a debriefing no later than their last day of employment.

**Involuntary Terminations.**

An involuntary termination of employment, is a management-initiated dismissal with or without cause.

**Procedures.**

- i. Before any action is taken to involuntarily discharge an employee, the employee's manager must request a review by the termination Human Resource Department.
- ii. The Human Resources Department will be responsible for reviewing the circumstances, and any documentation that is provided and determine if discharge is warranted. If the board recommends discharge, the HR department will notify the employee. The employee's manager should complete an employee change form (PAR Form) and notify HR and payroll of the last day worked by the employee.

- iii. The HR department will coordinate the employee's departure from the company. This process will include the employee's returning all company property, final payment, a review of the employee's post-termination benefits status and the employee's completion of an exit interview.

**Final Pay.**

An employee who resigns or is discharged will be paid through the last day of work, plus any unused paid time off (PTO), less outstanding loans, advances or other agreements the employee may have with the company, in compliance with state laws. In cases of an employee's death, the final pay due to that employee will be paid to the deceased employee's estate or as otherwise required under state law.

**Health Insurance.**

Medical, dental and vision insurance coverage terminates on the last day of the month the employee separates employment or is terminated. An employee will be required to pay his or her share of insurance premiums through the end of the month. Information about COBRA continuation coverage will be provided.

**Return of Property.**

Employees must return all company property at the time of separation, including uniforms, cell phones, keys, laptops and identification cards. Failure to return some items may result in deductions from the employee's final paycheck where state law allows. An employee will be required to sign a wage deduction authorization to deduct the costs of such items from the final paycheck. In some circumstances, University may pursue criminal charges for failure to return company property.

**Exit Interview.**

The HR department will contact an employee who voluntarily resigns to schedule an exit interview on the employee's last day of work.

**Eligibility for Rehire.**

Employees who leave University in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all minimum

qualifications and requirements of the position, including any required qualifying exam. Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits, unless required by law.

## Employee Benefits.

University offers a package of employee benefit programs for its employees. University's benefit plans are specifically defined in legal documents, including insurance contracts and official plan documents that are available for review. The descriptions in this Employee Handbook are only brief summaries for your general information. To the extent there are any conflicts between the summaries contained in this handbook and the official plan documents, the provisions of the official plan documents will control. University reserves the right to modify or discontinue any of its employee benefits or plans on a prospective basis at any time. You will be notified of any changes in benefits that affect you.

### Insurance Plans.

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University offers standard medical, dental, vision and long-term disability coverage, life insurance and accident insurance are available. Please refer to health benefits guide distributed with your new hire packet.

Employees who are regularly scheduled to work a schedule of at least 30 hours per week are eligible to participate in University-sponsored health insurance benefits. In order to participate, eligible employees must enroll for benefits at the time of hire, or upon a change in status. Please see the Human Resources Department, as well as any applicable summary plan descriptions, for more information about benefits and applicable premiums.

### Retirement Plans.

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University offers a savings retirement plans for all employees who meet the eligibility requirements. You are eligible to make elective deferral contributions to your 401k retirement plan if you meet the following criteria.

- You must attain age 21
- You must complete 3 consecutive month(s) of service
- You must work 83.33 hour per month

You can enroll in 401k at any time, after passing your evaluation period. Your elected contributions will be effective on the first day of the calendar

month coincident with or next following the time you meet the eligibility criteria specified above. You may elect to defer up to 100% of your compensation on a pre-tax basis. You also elect to make Roth contributions to the Plan on an after-tax basis. You may elect to change your elections to contribute to the Plan monthly as of the first of any calendar month.

**Employer Matching.**

The University will match 50% of the dollar up to 8% of Plan compensation. The total amount of employer matching contributions made on your behalf will not exceed 4% of compensation.

**Holidays.**

All regular full-time employees, after passing their evaluation period, are eligible for a day off with pay for each University-designated holiday, at their regular straight time rate of pay or base salary. Temporary and part time employees are not eligible for holiday pay. University recognizes the following holidays for the purpose of providing holiday pay to eligible employees each calendar year:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day and day after Thanksgiving  
Christmas Day and Monday after Christmas

When a University holiday falls on Sunday, the holiday will be observed the following Monday. If a holiday falls on Saturday, the holiday will be observed the preceding Friday.

University reserves the right to require you to work on a University designated holiday should business circumstances require. An eligible nonexempt employee required to work on a University-designated holiday will receive pay for actual hours worked on the holiday. Holidays are not considered hours worked for purposes of calculating overtime unless an employee actually works on the holiday.

University recognizes that some employees may wish to observe, as periods of worship or commemoration, certain religious days that are not included in University’s holiday schedule. You may use accrued vacation for this purpose. Otherwise, the time off will be without pay. University will make a reasonable effort to accommodate an employee’s religious beliefs, consistent with University’s operating requirements and provided such accommodation does not create an undue hardship for University. If you wish to request time off for a religious holiday, you should provide reasonable advance notice to your supervisor.

### **Floating Birthday Holiday.**

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All full-time employees, after passing their evaluation period, are eligible for a day off with pay for their birthday at their regular straight time rate of pay or base salary. This floating holiday is available at the beginning of each calendar year and can be used 30 days prior to or 30 days after a birthday. All requests must be scheduled and approved in 2 weeks in advance by the employee's immediate supervisor. Floating holidays will not be carried over to the next calendar year, nor may they be cashed out if not taken.

### **Vacation.**

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Regular full-time employees will earn paid vacation, on a pro rata basis, for work performed from the first date of employment according to the following schedule:

#### Example:

Regular Full Time Employees:

<b>Years of Service</b>	<b>Accrual Rate/Per Pay Cycle</b>	<b>Accrual Rate/Per Year</b>
90 days – 6 years	3.08 hours	10 days (80 hours)
7 years +	4.62 hours	15 days (120 hours)

You will continue to earn vacation according to the above schedule until you have accrued the equivalent of 5 days more than your annual rate. At that time, no further vacation will be earned until you have used some

portion of your accrued vacation, thereby reducing the total amount of accrued vacation below the permitted maximum. For example, during year 4 you cannot accrue more than 15 vacation days.

No vacation is earned while you are on any unpaid leave of absence.

You should submit vacation plans to your supervisor for approval one (1) month prior to the requested vacation or as far in advance as possible. Should circumstances compel a change in plans, you must give notice to your supervisor. Although University will make reasonable efforts to accommodate requests in scheduling vacations, except as otherwise required by law, all vacations are scheduled subject to University business needs, in addition to supervisor approval, and may be postponed when business needs require. With proper advance notice, University reserves the right to require you to use accrued vacation at times designated by University.

Vacation may be used only if it has been earned. To the extent an employee has exhausted the applicable vacation allotment, the employee must obtain approval from the employee's supervisor to take unpaid time.

Vacation for regular full-time employees will be paid at their regular straight time rate of pay or base salary for the approved vacation period. Vacation days are not considered hours worked for purposes of calculating overtime. Exempt employees must use vacation in full-day or four-hour increments. Nonexempt employees may use vacation in increments of one hour.

If a paid holiday falls within an employee's vacation period, the day will be treated as a holiday and not a vacation day.

Payment normally will not be made in lieu of vacation, except upon termination of employment.

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## **Sick Leave.**

All employees will be granted 5 days (40 hours) of paid sick leave on the first day of the year (or on your hire date). Employees may begin using their paid sick leave on the 90th day of employment. Paid sick leave is used in place of regularly scheduled work time or teaching time.

Employees may use paid sick leave for themselves or a family member for diagnosis or treatment of a medical condition, preventative care, illness or injury, or if you are a victim of domestic violence, sexual assault or stalking. "Family member" is defined as a child, parent, spouse, domestic partner, grandparent, grandchild or sibling. Paid sick leave may be used in minimum increments of two hours, and is paid at an employee's regular straight-time rate.

When the need for paid sick leave is foreseeable, employees must give their supervisor reasonable advance notice before taking sick leave. If the need for sick leave is unforeseeable, employees must provide notice as soon as practicable, and are expected to call their supervisor at least thirty minutes before the start of their scheduled shift.

Unused sick leave will not carry over to the following year and will not be paid out on termination. However, if you are rehired within one year, your unused sick leave time will be reinstated.

## **Bereavement Leave**

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In the event of a death in the immediate family, you may use up to three working days, with pay at your regular straight-time rate or base salary, to handle family affairs and attend services. "Immediate family" is defined as: spouse, child, mother, father, sibling, mother-in-law, father-in-law, stepchild, stepparent, domestic partner, grandchild, grandparent, and grandparent-in-law.

The University reserves the right to request proof of an immediate family member's death triggering leave under this policy when appropriate and necessary. Employees still in their evaluation period may request unpaid bereavement leave up to three working days.

## **State Benefits for Paid Family Leave.**

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If you must be absent from work to care for a family member (child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild or sibling) or to bond with a new child, you may apply for paid family leave benefits with the California Employment Development Department (EDD). However, before receiving such benefits you must first exhaust all available accrued vacation.



You are responsible for filing your claim and other forms promptly and accurately with the EDD. A claim form may be obtained from any office of the EDD by telephone, letter or in person or you can request a form from the EDD's website. Please keep in mind that eligibility to receive paid family leave benefits from the state does not guarantee your eligibility for a leave of absence or a reduced work schedule. You must follow the procedures in the leave of absence policy to request a leave.

If you plan an extended absence to care for a family member or bond with a new child, please notify the Human Resources Department so that we may provide you with further information regarding this benefit.

### **Tuition Assistance.**

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University supports employees who wish to continue their education to secure increased responsibilities and growth within their professional careers. Our system of schools has established an Employee Assistance Program for tuition expenses incurred through the program.

As a full time, regular employee, after completing your evaluation period you are eligible to participate in the Tuition Assistance program. The two options below are available:

- After 6 months, you are eligible for 50% tuition discount
- After 12 months, you are eligible for 90% tuition discount

As a part time faculty, you are eligible for a 50% tuition discount if you have taught at least 4 courses (or 6 months).

University tuition assistance includes college credit-courses, and continuing-education-unit courses. This amount will not cover books, supplies, any travel expenses, or graduation fees. The employee will be expected to pay for these additional costs during the duration of the education program.

If the additional costs or the remaining 10% tuition is not paid on time each semester, the employee may lose their ability to participate in this program.

Employee undergraduate students must secure and maintain a minimum 2.0 grade point average (“GPA”) and employee graduate students a minimum 3.0 GPA. Undergraduate and graduate students must meet the attendance requirements to remain in good standing as students of the University.

Employees must receive approval from their supervisor and understand the educational program cannot interfere with their work duties or work schedule. The tuition assistance program is a discretionary program subject to be discontinued by their supervisor at any time, if the employee’s performance is not meeting expectation.

Any employee who accepts the Tuition Assistance Program must do so with the understanding that they assume a responsibility of (1) year of service from the date of completion of the program.

If an employee student takes a personal leave, resigns or is terminated from their position and wishes to continue with their education, they will then be charged the remainder of their tuition from the date of notice.

## Employee Leaves.

### Generally.

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While regular attendance is crucial to maintain business operations, University recognizes that, for a variety of reasons, employees may need time off from work. University has available several of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, you must submit a request at least 30 days in advance; in case of an emergency, the request should be made as soon as you become aware of the need for leave. All leaves must have the approval of University management.

All requests for a leave of absence will be considered in light of their effect on University and its work requirements, as determined by University management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, University will engage in an interactive process with you to determine if a leave is the most appropriate accommodation. You must provide a certification from your health care provider to support a leave for medical reasons. Failure to provide the required certification to University in a timely manner may result in delay or denial of leave. If you fail to return to work on the first workday following the expiration of an authorized leave and have not requested an extension, you will be deemed to have voluntarily resigned from University and will be taken off the payroll. Should you require an extension of leave, you must request such extension and have it approved before the expiration of the currently approved leave.

While University will make a reasonable effort to return you to your former position or a comparable position following an approved leave of absence, there is no guarantee that you will be reinstated to your position, or any position, except as required by law.

All leaves are unpaid. Except as specified below: (1) employees who are on leaves of absence will not accrue vacation or sick leave benefits during leave; (2) employees must use any accrued vacation and, if applicable, sick leave upon request; and (3) group health insurance coverage will be continued during a leave of absence if legally required. Use of vacation

and/or paid sick leave during an otherwise unpaid leave will not extend the period of an approved leave of absence.

Holidays that fall during a leave of absence will not be paid.

### **Pregnancy-Disability Leave.**

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If you are disabled on account of pregnancy, childbirth or a related medical condition, you may request an unpaid leave of absence. Such leave will be granted for the period of disability, for up to a maximum of four months (or 17 1/3 weeks), and group health benefits will continue to be provided throughout the leave on the same basis as if you were still working. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth.

Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act of 1993 for all eligible employees. See Family and Medical Leave Policy.

If you wish to take a pregnancy disability leave, you must notify your supervisor or the Human Resources Department of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. You must also provide a medical certification of disability to University. Failure to provide the required medical certification in a timely manner may result in delay or denial of leave. Before returning to work, you must provide a medical certification that you are able to resume your original job duties. Obtain appropriate forms from the Human Resources Department.

If you return to work immediately following the expiration of an approved pregnancy disability leave, you will generally be reemployed in your former position or a comparable job, as required by law.

Pregnancy disability leave is unpaid. However, (except when you are concurrently on family and medical leave under federal law), you may utilize any accrued vacation time but must use all accrued paid sick time during pregnancy disability leave. Such benefits, if used, will supplement any state disability insurance benefits you receive and will not extend the period of the approved leave. When you are concurrently on a family and

medical leave under federal law, you must follow the rules set forth in the Family and Medical Leave Policy regarding use of vacation and paid sick time.

Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact the Human Resources Department.

Lactation accommodation will be provided to nursing mothers upon request.

## **Family and Medical Leave.**

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### **FMLA**

Eligible employees may request a Family and Medical Leave of absence ("FMLA") in accordance with the California Rights Act ("CFRA") and federal law in effect at the time the leave is granted and under the circumstances described below. Eligible employees are those who have been employed by University for at least 12 months (not necessarily consecutive), or have worked at least 1,250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the University who work within a 75 mile radius.

You must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon practicable (within one to two business days of learning of the need for leave). You should use the Request for Leave of Absence form, available upon request from the Human Resources Department.

During a family and medical leave, group health benefits will be maintained for the duration of the leave, on the same basis as when you were actively working.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, and have not requested an extension of leave in advance, with appropriate documentation, you may be deemed to have resigned from your employment. Upon returning from such a leave you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. University will provide written notice to any “key” employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Human Resources Department.

### **Traditional FMLA**

A traditional family and medical leave may be taken for the following reasons:

- (1) the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- (2) the care of the employee’s spouse (and registered domestic partner in CA), child, or parent with a serious health condition; or
- (3) the serious health condition of the employee.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a healthcare provider. You may take a leave under reason # (2) above only if, due to a serious health condition, the employee’s qualifying family member requires your care or assistance as certified in writing by the family member’s healthcare provider. If you are seeking a leave under reason # (3) above you must provide University with a medical certification from your healthcare provider establishing a qualifying reason for the leave, as well as a release to return to work from the healthcare provider before returning to work. When leave is requested, University will notify you of the requirement for medical certification and when it is due. Failure to provide the requested medical

certification in a timely manner may result in the delay or denial of leave until it is provided. Appropriate certification forms can be obtained from the Human Resources Department.

Traditional family and medical leave may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be calculated based on a calendar year. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlement to the fullest extent permitted by law.

If both parents are employed by University, the parents may be limited to take only a combined total of 12 weeks of leave during the designated 12-month period if leave is taken due to the birth of an employees' child or the placement of a child with the employees for foster care or adoption.

Family and medical leave is unpaid leave; however, you must use any accrued but unused vacation while on leave. Paid sick leave must be used during leave under sections (2) or (3) above.

### **Military Caregiver Leave**

Employees who are eligible for Family and Medical Leave ("FMLA") may also request leave if their spouse, child, parent, or next of kin meets the definition of an injured or recovering "covered service member." "Next of kin" is defined as the closest blood relative of an injured or recovering covered service member.

"Covered service member" is defined as: (1) any member of the armed forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary-disability retired list for a serious injury or illness; or (2) who is a veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces, (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

An employee seeking a leave under this policy must provide University with a medical certification from the injured service member's healthcare provider establishing eligibility for leave. When leave is requested, University will notify you of the requirement for medical certification and when it is due. Failure to provide the requested medical certification in a timely manner may result in the delay or denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Military Caregiver Leave may be taken for up to 26 workweeks in a 12-month period. The 12-month period begins on the first day the you take Military Caregiver Leave and ends 12 months after that date. All time off that qualifies as Military Caregiver Leave or Traditional FMLA leave will be counted against your statutory family and medical leave entitlements to the fullest extent permitted by law.

If spouses are both employed by University, the spouses are permitted to take only a combined total of 26 weeks of Military Caregiver Leave, or any combination of such leave and Traditional FMLA leave, in a 12-month period.

Military Caregiver Leave is unpaid leave; however, while on leave, you must use any accrued vacation and/or paid sick leave you have earned, in accordance with the terms of University's policy.

### **Qualifying Exigency Leave**

This leave is available to a family member of a military member in the National Guard, Reserves, or regular armed forces.

Employees who are eligible for Traditional Family and Medical Leave ("FMLA") may also request leave to attend to an exigency or emergency situation arising out of the fact that a spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call order to covered active duty) in the armed forces. The term "covered active duty" means: (1) in the case of a member of the armed forces, duty during the deployment of the member with the armed forces to a foreign country; and (2) in the case of a member of the Reserves, duty during the deployment of the member with the armed forces to a foreign country under a call or order to active duty.



Qualifying exigencies include issues arising from a covered military member's short-notice deployment (i.e., deployment on seven or fewer days of notice) for a period of seven days from the date of notification; military events and related activities that are related to the covered active duty or call-to-active-duty status of a covered military member; certain childcare and related activities; care of the military member's parent who is incapable of self-care; making financial or legal arrangements; attending counseling; taking up to fifteen calendar days of leave to spend time with a covered military member who is on short-term temporary rest and recuperation leave during deployment; and attending to certain post-deployment activities.

If you are seeking a leave under this policy you must provide University with a certification establishing a qualifying reason for leave. When leave is requested, University will notify you of the requirements for certification and when it is due. Failure to provide the requested certification in a timely manner may result in denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Qualifying Exigency Leave is a type of FMLA leave and may be taken for up to 12 workweeks in the normal 12-month period established by University for Traditional FMLA leave. All time off that qualifies as Qualifying Exigency Leave will be counted against your state and federal family and medical leave entitlement to the fullest extent permitted by law.

Qualifying Exigency Leave is unpaid leave; however, while on leave, you must use any accrued vacation that you have earned, in accordance with the terms of University's policy.

### **Workers' Compensation Leave.**

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Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave for eligible employees. Group health benefits will be maintained for covered employees during leave to the extent required by law.

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## Personal Leaves.

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Personal leaves are available, at the University's discretion, to all full-time employees who have completed 12 months of service have no available vacation time and no other leave available to them. This type of leave is without pay or benefits and may be used for personal business, illness of the employee or family members who need the employee's assistance and other special reasons. In deciding whether to grant leave, the University will consider factors such as your length of service, performance, responsibility level, discipline record, reason for the request, length of time off requested, other leave time taken and operating requirements.

A personal leave without pay may be granted for a reasonable period of time up to 12 weeks in a 12-month period. All time off granted within the preceding 12-month period will be considered in determining the amount of time off granted. Upon completion of an approved personal leave, there is no guarantee that you will be reinstated to your former position, or any position, except as required by law.

Requests for a personal leave of absence must be submitted in writing and approved by your supervisor and reviewed by Human Resources. When leave is due to an illness or injury, you must provide a certification from a health care provider to support the leave request. Before returning to work from a personal leave due to your own illness or injury, you must provide a health care provider's certification that you are able to return to work. Failure to provide the required certifications in a timely manner may result in delay or denial of leave or reinstatement.

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## Jury Duty.

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U.S. citizens have a civic obligation to provide jury duty service when called. You will be granted a leave of absence without pay for this purpose, provided you give your manager reasonable advance notice. Please bring in your jury duty notice as soon as you receive it so that appropriate arrangements can be made to cover your duties. You are required to call in or report for work on those days or parts of days when your presence in court is not required. Different compensation rules may apply to exempt employees. For further information, contact the Human Resources Department.

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## **Witness Duty.**

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If you are required by law to appear in court as a witness, you may take unpaid time off for such purpose provided you give your manager reasonable advance notice. Written evidence such as a subpoena must be provided. For further information, contact Human Resources.

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

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Unpaid time off is available to victims of domestic violence, stalking or sexual assault for the purpose of appearing in court to obtain legal relief; seeking medical attention; obtaining services from a domestic violence shelter, program, or rape crisis center; obtaining psychological counseling or participating in safety planning. Victims of domestic violence, stalking or sexual assault should provide reasonable advance notice when possible; otherwise, they must provide, within a reasonable time, evidence from the court, prosecuting attorney, police or medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor, as appropriate.

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## **Bone Marrow and Organ Donation Leave.**

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University will provide paid time off to employees for bone marrow or organ donation. You may take up to thirty (30) business days in a one-year period for the purposes of organ donation and up to five (5) business days in a one year period for the purposes of bone marrow donation.

You are asked to provide reasonable advance notice of the need for leave, and University may request documentation to confirm that the leave was used for donation purposes and the donation was medically necessary. You will be required to use accrued vacation or sick leave during such leave, to the extent allowed by law. Upon return from leave you will generally be returned to your former position or a comparable position, as required by law. Bone marrow/organ donation leave is independent from and does not run concurrently with leave under the federal Family and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”) leave. Employees are protected against retaliation for participating in this leave of absence.

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## Crime Victims.

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Unpaid leave is available to employees who are victims of certain felonies for the purpose of attending judicial proceedings related to the crime. In addition, employees who are immediate family members of the crime victim (spouse, child, parent), a registered domestic partner of the crime victim or a child of the victim's domestic partner may take unpaid time off work to attend judicial proceedings related to the crime. However, you must provide the Human Resources Department with a copy of the judicial proceeding notice and provide as much advance notice as possible of the absence. You may elect to use any paid time off benefits that you may have available to you during crime victim leave, such as vacation time or sick leave, or you may use makeup time or take the time off without pay.

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## Voting Time.

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If you are a registered voter and do not have sufficient time outside of your working hours within which to vote in any statewide election, you may take off so much working time as will, when added to the voting time outside your working hours, enable you to vote. Up to two hours of this time off will be with pay. Time off for voting should be taken only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from the regular work shift, unless the supervisor agrees otherwise.

You should provide at least two working days' notice when time off is required. Employees are reminded of the availability of voting by mail.

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## School Visitation.

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Parents, guardians, stepparents, foster parents, grandparents, or an employee who stands in loco parentis to a child may take off up to 40 hours each calendar year as School Visitation Leave. Such leave can be taken to participate in the school activities of the employee's child in a licensed child care facility or grades K 12. The hours that may be taken in any one calendar month to participate in school activities may not exceed eight. School Visitation Leave can also be taken to address the following child care provider or school emergencies: the school or child care provider has requested the child be picked up or has an attendance policy,

excluding planned holidays, that prohibits the child from attending or requires the child be picked up; behavioral or discipline problems; natural disasters; or closure or unexpected unavailability of the school or child care provider, excluding planned holidays.

School Visitation Leave is unpaid. Employees may use accrued vacation time during this leave. Reasonable advance notice must be provided. Documentation from the school or licensed child care provider verifying your attendance may also be requested.

Parents or guardians are also entitled to unpaid time off, upon reasonable notice, when required to appear at their child's school because the child has been suspended for certain offenses related to the disruption of school activities or the use of obscenities, vulgarity or profanity.

### **Military Leave.**

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Military leaves are available to eligible employees who enter the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the federal military forces. Such leave will be granted in accordance with the applicable state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law. You must provide advance notice of the need for leave whenever possible. Please give your supervisor as much advance notice as possible to allow University to make arrangements to cover your position.

Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to twenty-four months. To obtain further information about military leaves, please contact the Human Resources Department.

### **Literacy Leave.**

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Employees are permitted to take unpaid leave to participate in an adult education program for literacy assistance. If an employee needs time off to attend such a program, he or she should inform his or her direct

supervisor or the Human Resources Department. University will make reasonable accommodations for the employee by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the University. The University will make reasonable efforts to safeguard the privacy of the employee's enrollment in an adult education program.

### **Rehabilitation Leave**

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Employees who voluntarily wish to enter and participate in an alcohol or drug rehabilitation program will be provided with unpaid time off for Rehabilitation Leave, provided it does not impose an undue hardship on University. Any requests for Rehabilitation Leave must be prior to violation of University's internal drug and alcohol policies. An employee may use accrued PTO time during Rehabilitation Leave.

### **Civil Air Patrol Leave.**

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The University will provide not less than 10 days per calendar year of unpaid Civil Air Patrol leave to an employee responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Civil Air Patrol leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the University.

### **Emergency Response Personnel.**

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Employees are permitted to take unpaid leave to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue responder. Employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel are also permitted to take up to 14 days of unpaid leave per calendar year for the purpose of engaging in training. Employees may use accrued PTO during these leaves.

### **Military Spouse Leave.**

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Employees who work an average of at least 20 hours per week may take up to 10 days of unpaid leave when a spouse (or domestic partner, as defined in this Addendum) returns on leave from military duty under

certain circumstances. To qualify for leave, the military spouse or domestic partner (the “military member”) must be a member of the Armed Forces of the United States, the National Guard or Reserves, who is returning from deployment during a period of military conflict. If the military member is in one of the Armed Forces of the United States, then the member must also have been deployed to an area designated as a combat theater or combat zone by the President of the United States. In addition, employees must provide notice of the intention to take leave within 2 business days of receiving official notice that the military member will be returning on leave and provide written documentation certifying that the military member will be on leave from deployment.

This time off is unpaid; however, employees may use any accrued PTO during this leave. This leave does not affect any other leave-of-absence rights employees may otherwise have under other state or federal laws. Additionally, employees who take this leave are protected by law from retaliation for requesting or taking this leave.

## **At-Will Employment Agreement and Acknowledgment of Receipt of Employee Handbook**

I acknowledge that I have received a copy of University's Employee Handbook, which contains important information on University's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between University and me is at-will and can be terminated by University or me at any time, with or without cause or notice. Furthermore, University has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify University's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by the President of University. This is the entire agreement between University and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that University reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that University reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received University Employee Handbook, and I have read (or will read) and agree to abide by the policies and procedures contained in the handbook.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee signature



## Arbitration Agreement and Acknowledgment

I agree and acknowledge that Westcliff University (“University”) and I (the undersigned) will utilize binding arbitration to resolve all disputes that may arise out of the employment context pursuant to the terms of this Arbitration Agreement and Acknowledgement (“Agreement”). Both University and I agree that any claim, dispute, and/or controversy that either I may have against University (or its designated representatives, directors, officers, managers, employees, and agents) or University may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with University shall be submitted to and in conformity with the procedures of the California Arbitration Act (California Code of Civil Procedure, § 12800, *et seq.*, including §1283.05 and all of the Act’s other mandatory and permissive rights to discovery.) Included within the scope of this Agreement are all disputes pertaining to the employee’s, named below, employment with University, and all disputes whether based on tort, contract, statute, equitable law, or otherwise, unless prohibited by law. Such disputes include, without limitation, disputes arising out of, or relating to the interpretation or application of this Agreement, including the enforceability, revocability, or validity of the Agreement, or any portion thereof.

The parties agree to resolve any disputes through binding arbitration with the American Arbitration Association (“AAA”) and in accordance with the AAA rules, available at: [www.adr.org/employment](http://www.adr.org/employment) under the “Rules, Forms and Fees”.

The above notwithstanding, at any time within 30 days after executing this Agreement, I acknowledge that I may rescind this Agreement. Rescission may be affected only by delivering to Anthony Lee, CEO within the above-stated time frame written notice of my election to rescind this Agreement either by email or U.S. mail. If notice is sent by email, notice should be delivered to the following email address: [alee@westcliff.edu](mailto:alee@westcliff.edu). If notice is sent by U.S. mail, notice should be delivered to the following address: Westcliff University, LLC, 16715 Von Karman Ave., Suite #100, Irvine, CA 92606. Upon my rescission, this Agreement shall be of no force or effect. I further acknowledge that should I choose to rescind this Agreement, University will not take any adverse action against me because of my decision to do so, and I will still be eligible to continue my at-will employment with University, subject to the terms and conditions of University’s Employee Handbook, which may be amended from time to time.

Now, therefore, the following conditions are agreed upon by both parties to this Agreement:

(a) Any relief that would otherwise be available in court is equally available to me in connection with the arbitration proceedings;

(b) In addition to any other requirements imposed by law, the arbitrator selected shall be a neutral, experienced attorney, a retired California Superior Court Judge, or otherwise qualified individual, to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court;

(c) The procedures of the arbitration shall be governed by the California Code of Civil Procedure. As reasonably required to allow full use and benefit of this Agreement's modifications to the Act's procedures, the arbitrator shall extend the time set by the Act for the giving of notices and setting of hearings. In addition, the parties are entitled to conduct any and all discovery that they deem necessary to prepare for the arbitration proceeding in accordance with the procedures of the California Arbitration Act;

(d) Awards shall include the arbitrator's written reasoned opinion; and

(e) University shall pay the costs associated with the arbitration, except for those costs which are not unique to arbitration, e.g. the type of costs that I would be required to pay if I were to proceed in court.

(f) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction

(g) University and I agree that each of us may bring claims against the other only in our individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding. I understand that this provision will preclude me and university from bringing any class, collective, or representative action (other than actions under the private attorney general act of 2004 ("PAGA")), codified at California labor code, § 2698 et seq.) against each other, and also precluded me and university from participating in or receiving relief under any current future class, collective, or representative (non-PAGA) action brought against either of us by someone else.

(h) If any term, provision, or portion of this Agreement is declared void or unenforceable, it shall be severed, and the remainder of this Agreement shall be enforceable.

I understand and agree to this agreement, and that both I and University give up our rights to trial by jury of any claim I or University may have against each other.

My signature below certifies that I have read, I understand, and I agree to be legally bound to all of the above terms. My signature also certifies that I have been provided the opportunity to have this agreement reviewed by legal counsel of my choice.

**DO NOT SIGN UNTIL YOU HAVE READ THIS AGREEMENT.**

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Employee Name

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On Behalf of Westcliff University

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Signature

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Signature

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Date

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Date

## Non-Disclosure and Confidentiality Agreement

University, LLC's ("University") confidentiality policy is designed to protect the confidentiality of information relating to its operations, internal policies and procedures, and client matters, and to establish clarity with respect to its use.

### 1. Definitions.

a. Employee. Any person employed by University to provide services to or for University.

b. Proprietary Information. "Proprietary Information" shall mean any information, observation, data, written material, record, document, computer program, software, firmware, invention, discovery, improvement, development, design, promotional idea, practice, process, formula, method, technique, trade secret, product and/or research related to the actual or anticipated research, development, products, organization, business or finances of University (or any of its related entities). Proprietary Information shall also include all records, files and customer or client lists of University and such records shall be protected in a manner similar to trade secrets. Proprietary Information does not include any such materials which: (i) are become generally available to the public other than as a result of a disclosure by Employee and/or its affiliates, (ii) become available on a non-confidential basis from a source other than University which source is entitled to disclose such information, or (iii) were known on a non-confidential basis prior to its disclosure by University.

2. Ownership of Proprietary Information. All right, title and interest of every kind and nature whatsoever in and to the Proprietary Information discussed, developed, secured, obtained or learned by Employee from University shall be the sole and exclusive property of University for any purposes or uses whatsoever. Employee acknowledges that University owns all rights, title and interest in and to the Proprietary Information.

3. Client Files. As between any Employee, current or former, and University, all records and files relating or connected in any manner whatsoever with the customers or clients of University shall be the exclusive property of University, regardless of: (i) who initially prepared or acquired the records or files; and (ii) the business origination designation for each client. Nothing in this

provision is intended to violate any client's right to obtain, transfer, or inspect his or her file(s) in accordance with California law. Nothing in this provision is intended to restrict a former employee's lawful right to compete with University.

**4. Disclosure of Proprietary Information.** Employee shall not at any time communicate or disclose to any person unaffiliated with University, any Proprietary Information, without the prior written consent of University. Employee shall not, without the prior written consent of University, retain any original memoranda, notes, plans, sketches, data or other documents, papers or records of any kind related to research, development, products or business of University or any of its related entities or related to any Proprietary Information, all of which Employee acknowledges are the exclusive property of University. , Employee shall surrender to University, upon University's reasonable request, any such original Proprietary Information and all copies thereof in Employee's possession or control.

Employee's signature below certifies that Employee understands the foregoing Confidentiality Policy and that it supersedes all prior agreements, understandings, and representations (whether written or oral) concerning University's Proprietary Information.

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Date

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Employee Name

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Signature

## **Substance Abuse and Drug-Free Workplace Policy**

### **1. Scope of Policy.**

This Policy applies to all employees of University, LLC (“University”), including management, administration, and temporary employees who have received conditional offers of employment with University.

### **2. Dissemination of Policy.**

All employees have or will receive a copy of this Policy and will be required to sign an appropriate acknowledgement and receipt.

### **3. Definitions.**

#### **A. Illegal Drugs**

“Illegal drugs” means any controlled substance listed in Schedules 1 through V of the Federal Controlled Substance Act (21 U.S.C., § 812), medication, or other chemical substance that (1) is not legally obtainable; or (2) is legally obtainable, but is not legally obtained, is not being used legally, or is not being used for the purpose(s) for which it was prescribed or intended by the manufacturer. Thus, “Illegal drugs” may include even over-the-counter medications, if they are not being used for the purpose(s) for which they were intended by the manufacturer.

#### **Prohibited drugs include, but are not limited to:**

- (2) Hallucinogens – for example LSD, mescaline, and ecstasy.
- (3) Stimulants – for example amphetamine and methamphetamine.
- (4) Depressants – for example barbiturates, oxazepam, and quazepam.
- (5) Narcotics – including opium derivatives (for example, heroin, morphine, oxycodone, and codeine), cocoa leaf derivatives (for example), cocaine and crack), and cannabis derivatives (for example, marijuana and hashish).

## **B. Legal Drugs**

“Legal Drugs” means prescribed over-the-counter drugs that are legally obtained by the employee and used for the purpose(s) for which they were intended by the manufacturer. “Legal drugs” does not include marijuana.

## **C. University Property**

“University property” and “University equipment, machinery, and vehicles” means all property, equipment, machinery, and vehicles owned, leased, rented, or used by University.

## **D. On Duty**

“On duty” means all working hours, as well as meal periods and break periods, regardless of whether on University property, and all hours when an employee represents University in any capacity.

# **4. Work Rules**

## **A. Substance Abuse by Employees**

### **(1) Alcohol**

- a.** Employees may not use, possess, sell, or transfer alcohol while working, while on University property, or while operating University equipment, machinery, or vehicles.
- b.** Employees may not work or report to work under the influence of alcohol.
- c.** Employees who violate either of these rules will be subject to discipline, up to and including immediate discharge. University may make exceptions to these rules for certain business or social functions sponsored or approved by University.

### **(2) Illegal Drugs**

- a.** Employees may not possess illegal drugs or engage in the illegal use of drugs while on duty, while working,

while on University property, or while operating University equipment, machinery, or vehicles.

- b. Employees may not work or report to work under the influence of illegal drugs or with detectable levels of illegal drugs or the metabolites of illegal drugs in their systems.
- c. Employees may not manufacture, distribute, dispense, transfer or sell illegal drugs.
- d. Employees who violate any of these rules will be subject to discipline, up to and including immediate discharge.

## **B. Legal Drugs/Medication**

Any employee who has reason to believe that the legal use of drugs, such as prescribed medication, may pose a safety risk to any person or interfere with the employee's performance of his or her job must report such legal drug use to his or her supervisor. University shall then determine whether any work restriction or limitation is indicated. Failure to report the legal use of a drug that may pose a safety risk could result in disciplinary action.

## **C. Criminal Drug Convictions**

Any employee who is convicted of violating any criminal drug statute while in the workplace will be subject to discipline up to and including immediate discharge. Employees are required to report any criminal drug statute conviction occurring in the workplace to their immediate supervisor within five days.

## **5. Drug Testing**

### **A. Reasonable Suspicion Testing**

If any employee's supervisor or manager has a reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this Policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the



employee is unable to explain the behavior, the employee will be asked to take a drug and alcohol test in accordance with the procedures outlined below.

If the employee refuses to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

### **B. Post-Accident or Mishap Testing**

Employees who are involved in an accident or mishap at work, or while performing University business, may be required to submit to a drug and alcohol screening test.

If the employee refuses to cooperate with the administration of the drug and alcohol screening test, the refusal will be handled in the same manner as a positive result.

### **C. Procedure for Drug Testing**

University will refer the employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. University will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that the employee has taken that may affect the outcome of the test. Except as provided below, all drug testing will be performed by urinalysis. However, testing for alcohol will be done by use of a breathalyzer. Initial screening will be done by EMIT II. Positive results will be confirmed by gas chromatography/mass spectrometry.

The clinic or laboratory will inform University whether the employee passed or failed the drug test. If an employee fails the test, the employee will be considered to be in violation of this guideline and will be subject to discipline accordingly.

### **D. Acknowledgement and Consent**

Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to University of the test results. Refusal to

sign the agreement and consent form, or to submit to the drug test, will subject an employee to discipline up to and including termination.

## **6. Substance Abuse Treatment**

### **A. Voluntary Participation**

No employee will be subject to discipline for voluntarily seeking substance abuse treatment. But, an employee's participation in a substance abuse treatment program will not excuse the employee from being required to meet all of the same standards and qualifications for the job that apply to other employees, including performance, attendance, and other measures. Further, an employee may be required to sign a Return to Work Agreement after successful completing substance abuse treatment which (in addition to University's existing employment policies) will govern the terms and conditions of the employee's continued at-will employment.

### **B. Unpaid Leave**

Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact our Human-Resources Representative. University will, at its sole discretion, determine whether it can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program.

## **7. Disclosure and Confidentiality**

Disclosures made by employees to University concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working.

Disclosures made by the employees to University concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

## 8. Drug-Free Awareness Programs

University will conduct drug-free awareness programs periodically. These programs will inform employees about the dangers of drugs and alcohol abuse in the workplace, University's policy of maintaining a drug and alcohol-free workplace, available drug and alcohol counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed for drug and alcohol abuse violations.

Employees are encouraged to approach their immediate supervisor at any time with questions they have about University's Substance Abuse Policy.

**By signing below, the employee indicates that the employee has read, understands and accepts the terms of University's Substance Abuse and Drug-Free Workplace Policy.**

**DO NOT SIGN BELOW UNTIL YOU HAVE READ THE ABOVE POLICY**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature