



PALO ALTO UNIVERSITY

2011-2012 HANDBOOK FOR STAFF EMPLOYEES

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HANDBOOK FOR STAFF EMPLOYEES

PALO ALTO UNIVERSITY (July 1, 2011)

1.0 INTRODUCTION

This Handbook will provide staff employees of Palo Alto University (“PAU” or “the University”) with a general overview of policies, procedures and benefits. This Handbook supersedes all previous policies for staff employees.

From time to time, policies, procedures, practices, and benefits described here may be modified or discontinued by PAU pursuant to the amendment procedure contained in this Handbook, except for the long-standing policy of *at-will* staff employment, which will not be modified.

1.1 HISTORY OF THE UNIVERSITY

Founded in 1975, the Pacific Graduate School of Psychology reincorporated as Palo Alto University in 2009.

Combining the advantages of a professional school with a traditional university, Palo Alto University provides undergraduate and graduate students small class sizes with renowned faculty and impressive clinical training resources through the University’s cooperative relationships with Stanford University, University of San Francisco, Golden Gate University and Palo Alto Veterans Health Administration.

The positive results of this strategy can be seen in students’ placement in high quality internships, outstanding test scores on the licensing examination, and successful careers.

1.2 MISSION STATEMENT

Palo Alto University is a diverse and dynamic community dedicated to education with an emphasis in the behavioral and social sciences, to promoting future innovators and leaders for the benefit of society; to generating knowledge through research and scholarship of the highest level; and to providing services to the community informed by science and scholarship.

Core Values:

All programs, both extant and envisioned, should embody the following core values:

We value:

- Excellence and distinction in all aspects of our programs and operations;
- Imagination and experimentation in current and future efforts in pursuit of science and pedagogy;
- Accountability to our profession, community and students to provide outstanding programs, operational transparency and fiscal responsibility;
- A strong, committed relationship to internal, local, national, and international partners; and,
- Creative collaborations with other institutions.

Vision:

Using psychological insights, scientific rigor, and our own humanity to improve lives around the globe, Palo Alto University will establish its leadership by achieving the highest standards of excellence.

Unique Value Proposition:

PAU programs are characterized by innovative and creative collaborations with a rich variety of institutions in the San Francisco Bay area and the world.

PAU combines the emphasis on scientific research characterizing the best university programs with the intensity and breath of clinical training characterizing the best professional programs to produce graduates and clinicians whose professional activities are grounded in science and the highest professional standards.

PAU offers a select but diverse range of undergraduate, masters, Psy. D. and Ph. D. programs, emphasizing the integral role of psychology and the social sciences in a wide variety of academic and applied disciplines. The scientific and professional rigor and the broad range of degrees offered make PAU uniquely suited to attract and train students at all levels who aspire to improve the human condition.

1.3 ACCREDITATION

PAU has been accredited by the American Psychological Association (APA) since 1988, and by the Accrediting Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC) since 1987. Addresses and phone numbers for

both of the above agencies can be found in the PAU Catalog. The National Register of Health Service Providers in Psychology has approved listing PAU as a Designated Doctoral Program in Clinical Psychology and PAU graduates are eligible for application to the National Register's directory.

1.4 CHANGES TO HANDBOOK

The original Handbook will be posted in the Staff tab of the PAU website and in the pages of the CFO and Vice President of Academic Affairs.

This Handbook provides a complete statement of PAU policies and procedures and benefits for staff employment: this Handbook supersedes all previous statements.

PAU reserves the right to revise, modify, delete, or add "changes" to any and all policies, procedures, and benefits stated in this Handbook, except for the policy of at-will staff employment, which may only be modified in writing and signed by the President of PAU.

Changes to the Handbook will be posted on the staff tab of the PAU website. The Administration will normally invite the staff to review changes to policies, procedures and benefits in meetings with the Administration.

You will be expected to adhere to the policies described in this Handbook throughout the duration of your employment, or until PAU changes or revises existing policies. No oral statements or representation can in any way alter the policies in this Handbook.

In no way should anything written in this Handbook be considered an agreement or contract , express or implied. Nothing in this Handbook or any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment.

1.5 ORIENTATION REGARDING HANDBOOK

Orientations will be held twice a year to inform new employees regarding the policies and procedures contained in the Handbook.

An annual meeting will be held to inform managers, administrators and staff on the contents of the Handbook, and to review recent changes to the Handbook.

1.6 GENERAL WORK ATMOSHPHERE

Palo Alto University is a small, secluded campus located in the picturesque, wooded hills of Palo Alto.

The University primarily consists of three buildings located on upper campus, at the top of the hill. Starting the fall 2011 academic year, there will be employee parking available in the parking lots located on upper campus. As of the time of this publication, employee parking is

located on the lower campus, at the base of the hill, and the University provides shuttle service between the employee parking lot and upper campus.

There are no eating establishments located on campus; however, the campus is approximately 6.1 miles from the city center of nearby Menlo Park and approximately 6.3 miles from the city center of Palo Alto, where there are numerous options for lunch.

The University departments as well as the staff as a whole are small, and the culture can be described as collegial and entrepreneurial.

The University is developing a growing online presence, including the recent addition of interactive online tools for both faculty and students.

Employees are not permitted to bring children or pets¹ to work.

¹ The category of “pets” excludes service animals, i.e. guide dogs.

2.0 Code of Conduct

What. Palo Alto University's conduct policy is that all employees will observe, and may expect others to observe, certain standards of behavior while at work. These standards are not intended to restrict an employee's legitimate rights, but are to ensure a professional, productive and equitable work environment.

Conduct. All employees of PAU are expected to meet a standard of conduct that is appropriate to its good name and reputation. Employees, while on PAU premises, or while representing PAU elsewhere and in the conduct of their work, are expected to demonstrate proper regard for the standards of the community, and to show respect for the law and for the rights of others.

Violations. It is not possible to list every possible form of violation of the code of conduct; therefore, you should be aware that conduct that is not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of PAU or other employees, may also result in disciplinary action. The following is an illustrative list of prohibited behaviors that may lead to disciplinary action, up to and including termination of employment:

1. Any violation of the policy against sexual and other unlawful harassment or policy for Equal Employment Opportunity of the University.
2. Violation of any PAU policies or procedures.
3. Inappropriate, disruptive, discourteous or irregular behavior with regard to students, co-workers, subordinates, employees or visitors.
4. The inappropriate handling or disclosure of confidential information, employee records, student records, personnel records or business or financial records.
5. Theft and other forms of dishonesty.
6. Inaccurate statements in employment application documents, timecards or other PAU documents.
7. Misappropriation or misuse of departmental or organizational funds or resources.
8. Unauthorized possession, removal, destruction or use of property belonging to PAU or a university student, employee or visitor.
9. Excessive tardiness or absenteeism, failure to follow established standard for requesting or reporting absences or unreported absence from work for more than two consecutive days. High quality attendance is an essential function of all staff employment.

10. Manufacture, distribution, sale, possession, consumption or being under the influence of, on PAU property or in any PAU activity, a controlled substance that is not medically prescribed, or any illegal substance.
11. Manufacture, distribution, sale, possession, consumption or being under the influence of, on PAU property or in any PAU activity, alcohol. Alcohol may be consumed in moderation only at PAU-sponsored events and where non-alcoholic alternatives are available.
12. Engaging in criminal conduct, whether or not related to job performance, which the University determines to adversely impact the University.
13. Act of physical misbehavior or acts of violence, including provoking or participating in fighting or making threats.
14. Possession of firearms, weapons, explosives or dangerous materials on College property unless authorized.
15. Use of obscene or insulting language against a supervisor, another employee, student or visitor.
16. Misuse or abuse of PAU's email, voicemail and computer network systems policy.
17. Insubordination, including but not limited to failure or refusal to follow instructions from a supervisor.
18. Failure to maintain PAU job performance standards.
19. Failure to observe working schedules, including rest and lunch periods.
20. Noncompliance or disregard for established safety policies.
21. Unauthorized duplication of keys or entry into secured areas.

3.0 EQUAL EMPLOYMENT OPPORTUNITY

3.1 POLICIES AGAINST DISCRIMINATION AND SEXUAL AND OTHER UNLAWFUL HARASSMENT

PAU believes that all of its staff employee should be treated properly in an equal opportunity workplace. PAU makes employment decisions based on merit. We want to have the best available people in every job.

3.1.1 No Discrimination. PAU policy prohibits unlawful discrimination based on race, color, creed, religion, gender, gender identity, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), sexual orientation, or any other consideration made unlawful by federal, state, or local law. PAU is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in PAU operations and prohibits unlawful discrimination by any employee of PAU, including supervisors and coworkers.

The Equal Employment Opportunity Officer (“EEO Officer”) of the University is designated by the President. Presently, that person is _____. If in doubt of where to go to with a problem that you believe falls under this policy, always seeks out the EEO Officer.

3.1.2 No Harassment. PAU policy prohibits unlawful harassment based on race, color, creed, religion, gender, gender identity, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), sexual orientation, or any other consideration made unlawful by federal, state, or local law.

If in doubt of where to go to with a problem that you believe falls under the no-harassment policy, always seek out the EEO Officer.

PAU is committed to a workplace and educational environment in which all individuals are treated with respect and dignity. Our students, faculty, staff, administrators, independent contractors, and all others engaged in PAU activities have a right to an environment that is free from sexual and other unlawful harassment. Therefore, PAU strictly prohibits sexual and unlawful harassment of any kind. Conduct that constitutes sexual and unlawful harassment is unacceptable in any office, classroom, performance space and all other areas of PAU and at any University-related setting outside campus, such as during work-related travel, offsite performances, meetings and school related social events. This policy applies to protect all applicants, students, faculty, staff, official volunteers of PAU, trustees, administrators, independent contractors, and all others engaged in PAU business. It also applies to require all of these persons to refrain from harassment.

3.1.3 Unlawful Harassment Defined. Unlawful harassment constitutes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, national origin, citizenship status, age, marital status, sexual orientation, disability, medical condition status, or any other characteristic protected by federal, state or local laws or that of an individual's relatives, friends or associates. Unlawful harassment is that which the University determines (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

3.1.4 Sexual Harassment Defined. Sexual harassment constitutes discrimination and is unlawful under Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Education Amendments, and the California Fair Employment and Housing Act. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working and learning environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment, that is harassment not involving sexual activity or language, may also constitute discrimination if it is severe or pervasive and directed at individuals because of their sex.

3.1.5 No Retaliation. This policy also prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and is a form of prohibited harassment or discrimination and those engaging in retaliation will be subject to disciplinary action.

3.1.6 Reporting a Violation. PAU strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to PAU's policy or who have concerns about such matters should file their complaints in writing wherever possible (including email).

The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, please contact the EEO Officer. You may also contact the Vice President for Academic Affairs, or the President. PAU will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

Complaints should be filed with the EEO Officer (the Vice-President for Academic Affairs or President) immediately when the conduct is experienced. Individuals should not feel obligated to file their complaints with their immediate supervisor first (but may do so) before bringing the matter to the attention of one of the other PAU designated representatives identified above. Complaints should be filed at any time.

Early reporting and intervention have proven to be the most effective methods of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, PAU strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

There will be no retaliation for making a complaint that is believed to be valid, even if it turns out that the complaint is not sustained.

3.1.7 Assessing the Complaint. Any reported allegations of harassment, discrimination or retaliation will be assessed promptly and thoroughly. The assessment may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Conduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. If PAU determines that a violation of this policy has occurred, PAU will take timely and effective responsive action commensurate with the severity of the offense. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or other disciplinary action, up to and including termination of employment or expulsion from the school. All persons must cooperate when PAU is assessing a complaint, no exceptions.

No retaliatory or disciplinary action will be taken against any individual for reporting a good faith complaint or for participating in the assessment process.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book. The DFEH poster is contained in this Handbook.

3.2 DISABILITY ACCOMMODATIONS

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, upon request PAU will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a staff employee, unless undue hardship would result.

Any employee who requires an accommodation in order to perform the essential functions of the job should contact the EEO Officer and his/her manager and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. PAU will then assess the request and communicate with the employee on the matter. And, if appropriate, will offer an accommodation that is reasonable, effective and does not impose an undue hardship.

Job applicants who have been selected for an interview should be advised to notify the EEO Officer of any disabilities that require special accommodations needed to facilitate the interview. If the accommodation is reasonable and does not impose undue hardship, PAU will make the accommodation.

3.3 WHISTLEBLOWER PROTECTION FOR STAFF EMPLOYEES

PAU has a responsibility for the stewardship of resources and the public and private support that enables it to pursue its mission. It is the intent of PAU to adhere to all laws and regulations that apply to the organization, and to observe high standards of business and personal ethics. However, intentional and unintentional violations of laws, regulations, policies, and procedures may occur, and the purpose of these guidelines is to describe the procedure for reporting and investigating suspected improper activities, as well as to protect employees from retaliation for raising such issues.

It is the responsibility of all directors, officers, and employees of PAU to comply with all relevant laws and regulations and to report violations or suspected violations in accordance with this policy.

3.3.1 No Retaliation. PAU and its employees will not retaliate against any director, officer, or employee who has in good faith disclosed or threatened to disclose any activity, policy, or practice of PAU that is a violation or apparent violation of law or of PAU's policy. Employees of PAU will not interfere with the right of someone to make a protected disclosure. Any employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to, and including, termination of employment.

3.3.2 Reporting Violations. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within PAU prior to seeking resolution outside the organization. Employees are encouraged to share their concerns, suggestions, and complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Equal Employment Opportunity Officer, the Vice President for Academic Affairs, or the President.

In the case of a retaliation or perceived retaliation, employees are encouraged to contact the Equal Employment Opportunity Officer, the Vice President for Academic Affairs, or the President.

3.3.3 Compliance Officer. All reports of violations of policy may also be instead reported to the Compliance Officer, who is the chair of the Audit Committee of the Board of Trustees. The Compliance Officer is responsible for conducting an assessment of the complaint and keeping the Board informed of investigations. The Compliance Officer will also be responsible for dealing with cases of retaliation or suspected retaliation.

3.3.4 Handling of Reported Violations. All reports of violations will be kept confidential to the fullest extent possible, unless the identity must be shared in order to conduct the investigation.

Any report of a violation or suspected violation will be acknowledged and promptly assessed. If allegations have been verified or substantiated by the investigation, corrective action will be taken.

4.0 EMPLOYMENT OF STAFF EMPLOYEES

There are two types of staff employees at PAU.

- **Regular Staff** are employed in positions that are designated as eligible to participate in PAU's employee benefits program. **Regular Staff** are scheduled to work on a full time basis or if part-time, more than 50% of full time (more than 20 hours per week).
- **Temporary Staff** are employed in positions that are designated as not eligible to participate in PAU's employee benefits program. **Temporary staff** are employed in positions that are not scheduled to last for more than what PAU considers a temporary period of time. **Temporary staff** may be either full time basis or part-time.

Students of the University who are performing duties related to their student status are considered student employees, not regular or temporary staff.

4.0.1 Exempt and Non-Exempt. Each regular staff and temporary staff is either classified or exempt or non-exempt. "Non-exempt" and "exempt" are distinctions required by employment laws based on job duties, qualifications and responsibilities of a given position.

- **Non-Exempt Employees.** These employees are paid on an hours-worked basis and are covered by the overtime provisions of the California Labor Code. These employees are entitled to time-and-a-half pay for work in excess of eight hours of work in a single workday and for work in excess of 40 hours in a workweek; and twice the hourly rate of pay for hours in excess of 12 on a single workday or after the first eight hours on the seventh consecutive day of work. Before performing work that is in excess of that for which they are regularly scheduled, non-exempt employees must obtain permission from their supervisor. Accurate and timely records of all time worked by non-exempt employees must be kept.
- **Exempt Employees.** These employees are paid a salary, which is not changed according to hours worked. These employees are exempt from the provisions of the California Labor Code. These employees include individuals who qualify as exempt executive, administrative or professional employees. Records of time worked by exempt employees are not necessary.

Any employee who believes that he/she has been misclassified as exempt, may request review of his/her status in the instance that duties change to a significant extent..

4.1 WORK SCHEDULES

Throughout the school year, PAU is active seven days a week; however, we expect most staff members to adhere to normal business hours, which are from 9:00 a.m. to 5:00 p.m. Monday through Friday. Some departments or individual employees may have schedules that vary from normal business hours. If this is the case, you should report to work according to the schedules established by your department for you.

4.2 MEAL AND REST PERIODS FOR NON-EXEMPT STAFF

4.2.1 Meal Breaks. PAU non-exempt employees are entitled to one paid 30-minute meal break, each 8 hours of work. PAU's normal period of time for meal breaks to take place is between noon and 1:30 p.m.

All meal periods should be taken away from the regular work area. You are free to leave the premises for your meal periods.

If you are non-exempt, you must record your meal periods on your timesheet. Your supervisor will advise you of the scheduling of your meal period. You must not perform any work during your meal period, and you must stop working for at least 30 full, consecutive minutes.

4.2.2 Rest Breaks. All non-exempt employees are required to take periodic rest break periods during their workday. If you are a non-exempt employee, you will be paid for all such break periods and you will not be required to record them.

You must take one 10-minute rest break for every four hours you work (or major fraction thereof, which is defined as two hours). If you work more than six hours and up to ten hours in a workday, you must take one rest break during the first half of your shift and one rest break during the second half of your shift. If you work more than 10 hours and up to 14 hours, you must take an additional paid 10-minute rest break.

If for any reason you are unable to take your rest breaks and/or meal periods, you must notify your supervisor immediately. You may also contact the Business Office.

4.3 OVERTIME FOR NON-EXEMPT EMPLOYEES

As a non-profit institution, PAU must be mindful of personnel costs; therefore, PAU must insist that all non-exempt staff members not work in excess of their regular schedule if such additional work is approved in advance by your supervisor and there is written documentation given to the employee of such approval.

PAU's regular workweek is 40 hours and runs from Monday at 12:01 a.m. through Monday, at 12:00 a.m. A non-exempt employee who works eight hours in a workday and 40 hours in a workweek will be paid for these work hours at their regular rate of pay. Non-exempt employees who work beyond eight hours in a workday and 40 hours in a workweek will be paid for these hours worked at the overtime rate of pay. In accordance with state and federal laws, PAU provides compensation for all overtime hours worked by non-exempt employees as follows:

- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, will be paid at a rate one and one-half times the employee's regular rate of pay;

- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek will be paid at double the regular rate of pay.
- “Hours worked” does not include lunch or paid time off, holidays or sickness.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

For definitions of exempt and non-exempt employment status, please refer to page 11.

4.4 VALIDATING MAKEUP TIME FOR NON-EXEMPT EMPLOYEES

With supervisor approval, PAU allows non-exempt employees who have missed scheduled work time or a portion of a workday time to work make up time within the same work week, without being paid an overtime premium.

Employees may take such time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

To be eligible for makeup time, employees voluntarily submit written requests to their managers or supervisors before taking time off or making up any time. The request for makeup time must be approved before an employee makes up any time. A separate written request is required for each occasion an employee requests make-up time.

Make-up time must be worked in the same workweek in which work time is lost, and total work hours may not exceed 11 hours in one workday and 40 hours in one workweek.

If you take time off and are unable to work the approved makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee’s request to work makeup time is completely voluntary. PAU does not encourage, discourage, or solicit the use of makeup time. Managers and supervisors are strictly prohibited from encouraging or otherwise soliciting an employee to request approval to take personal time off and make up work hours within the same week.

4.5 TIMEKEEPING REQUIREMENTS

Non-exempt and hourly employees are required to prepare a PAU Employee Payroll Time Record for each pay period. Hourly employees’ Time Record must be submitted to the Business Office according to the scheduled posted outside the Business Office.

Exempt employees are required to complete a PAU Employee Time Record to track Paid Time Off (PTO). Absences of a half-day or more must be recorded on the Time Record. Absence for a full day of work will be recorded on the Time Record as 8 PTO hours used. Exempt employees' Time Records must be submitted to the Business Office no later than 5 working days after payday for the preceding pay period.

For all employees, time records must be signed, dated, and approved by an employee's supervisor before being submitted to the Business Department.

4.6 PAYMENT OF WAGES

4.6.1 Pay Periods. All employee paydays are on the 15th and the end of each month. Exempt employees are paid on payday for work performed through that payday. Adjustments, where appropriate, will be made in the following pay period. Non-exempt employees are generally paid through the period ending one week prior to payday. When payday falls on a weekend or a holiday, employees will be paid on the preceding Friday.

4.6.2 Paycheck Distribution. Regular employees' paychecks are generally distributed by 5:00 pm on payday. Employees may also request to have their paycheck mailed to their home or to have their pay automatically deposited into their bank account. The Business Office will mail paychecks for students and temporary employees as well as those regular employees who have not made other arrangements and who are not in the building on payday.

4.6.3 Payroll Deductions. Federal and state laws require the University to withhold taxes from employee wages. These taxes include:

- Federal Income tax,
- California Income tax,
- Federal Insurance Contributions Act (FICA) - also known as social security and Medicare, and
- California State Disability Insurance (SDI).

If employees wish to change the number of exemptions or marital status for income tax withholding purposes, a new W-4 form must be completed and submitted to the Business Office. By law, all employees must complete a new W-4 form once a year.

4.7 ATTENDANCE AND ABSENCES

Regular, punctual attendance is a component of good performance and is an essential function of the positions of all employees of PAU. Frequent absences and tardiness may cause additional responsibilities to shift to your supervisor and colleagues and can have an adverse impact on the morale of your department.

If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you expect

to miss more than one day of work, you should provide your supervisor with your anticipated return date. If you do not know when you will return to work, you should contact your supervisor each day you are unable to report to work as scheduled.

Absenteeism or tardiness that the management considers excessive (excluding pre-approved time off for vacation, family illness under the Paid Sick Leave Policy, Family Medical Leave, or other approved absences or as otherwise required by law) may lead to disciplinary action, up to and including termination of employment.

If you are absent for three consecutive workdays without contacting your supervisor, PAU will assume that you have voluntarily resigned from your position at the end of the third day.

4.8 PERSONNEL RECORDS

PAU keeps an official personnel file on each employee, which is kept in locked cabinets accessible only to Business Office employees, and members of the administration. The contents of your file, except for letters of reference and other limited categories of information, are open to your inspection, and you may obtain copies of certain file contents. You may request to inspect your file during PAU's normal business hours. All inspections will be monitored by an authorized PAU employee. You may not remove any document from your file.

Your personnel file will not contain any medical information about you. Any medical information about you that PAU may obtain will be collected and maintained in separate files and treated, at all times, as confidential information. Medical information may be disclosed in only very limited circumstances.

There are only limited circumstances in which PAU will release information contained in your personnel records to persons outside PAU. These circumstances are:

- In response to a subpoena, court order, or the order of an administrative agency;
- To a governmental agency as part of an investigation by that agency of PAU's compliance with applicable law;
- In a lawsuit, arbitration, or administrative proceeding in which you and PAU are parties;
- In a workers' compensation proceeding;
- To administer employee benefit plans; to a health care provider; to first aid or safety personnel, when necessary but only to the extent that you provide a written release authorizing release of information;
- To a prospective employer or other person requesting a verification of your employment, but only to the extent that either (a) you provide a written release authorizing release of information, or (b) the verification includes only the dates of your employment, your last (or present) job title, and the fact of your employment.

- You should advise the Business Office of any personal changes such as changes in your name, address, telephone number, marital status or number of dependents so that our records and your employee benefits can be kept up to date.

4.9 RIGHT TO RECORDS INSPECTION

Employees and former employees have the right to inspect copies of their own payroll records and official personnel file. All requests must be submitted in writing to the Business Office. Requests will be honored within 21 days from the date they are received.

4.10 CONFIDENTIAL INFORMATION

Employment at PAU means that at times, the employee has access to and becomes acquainted with information of a highly confidential, proprietary or legally private nature, for example: student education records; client/patient information; personnel information regarding employees of PAU; medical information of employees or students of PAU; health, disability, retirement and other insurance claims information; legal matters on which the University may or may not be working with its attorney; considerations for changes in policies, practices, salaries or benefits; job vacancies or other employment information before it becomes “public” on the campus (any or all herein called “confidential information”).

Each employee must never disclose any confidential information, directly or indirectly, or use it in any way, either during the terms of employment or at any time thereafter, except as required by an officer of PAU and strictly as required to perform the duties of the job position. Upon request, any employee must execute a written agreement to these effects; however, this policy is binding without such additional written agreement.

4.11 ELECTRONIC COMMUNICATION

PAU has established this Internet, e-mail and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical and appropriate manner.

Every employee of PAU is subject to this policy and is expected to read, understand and comply fully with its provisions.

Violation of this policy is a serious matter, and may result in disciplinary action, up to and including immediate termination of employment.

4.11.1 Management’s Right to Access information. PAU has installed the e-mail, voicemail and computer network systems, and Internet access to facilitate business communication. You have individual passwords to access these systems to prevent unauthorized access to information. However, passwords do not confer any right of privacy, as these systems belong to PAU. These systems may be subject to periodic unannounced inspection and should be treated like other shared filing systems.

4.11.2 Personal Use. Occasional and incidental personal use of the e-mail, computer systems and Internet is allowed if it does not interfere with your work and does not violate any other PAU policy.

4.11.3 Harassment and Discrimination. Employees may not use our e-mail, voicemail, computer network or Internet access for storing, transmitting, or receiving any information that may be seen by others as discriminatory or harassing in any way. As set forth more fully in our policies prohibiting discrimination and harassment, PAU does not tolerate discrimination or harassment based on sex (including gender, pregnancy, and childbirth or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, gender identification, family care or medical leave status, veteran status or any other characteristic protected by State and federal law or local ordinance.

Examples of forbidden transmission include sexually explicit photographs, messages, cartoons or jokes, unwelcome propositions or love letters, and ethnic or racial slurs.

4.11.4 Solicitation. You may not use our e-mail or Internet access to solicit or proselytize others for commercial ventures, religious or personal causes, outside organization, or other similar, non-job-related matter.

4.11.5 Copyright Laws. You may not use PAU's computer network or Internet access to copy, retrieve, forward or send copyrighted materials unless you have the author's permission or you are accessing a single copy only for your own purposes. The placement of material on the Internet does not waive copyrights in the material. Copyright laws give the copyright owner the exclusive right to reproduce, distribute, modify, publicly perform, and publicly display the material.

4.11.6 Downloading Unauthorized Software. All software in use on PAU's computers is officially licensed software. No software may be loaded, installed or used, by any means of transmission that has not been duly paid for and licensed appropriately for the use to which it is being put. In addition, you may not download or install software obtained from the Internet or from computers or networks that do not belong to PAU, even though the software may be "free."

4.12 EXPENSE REIMBURSEMENTS

PAU will reimburse employees for reasonable out-of-pocket expenses incurred for authorized business-related purposes, including: meals, lodging, transportation, supplies and services. Your supervisor must approve all PAU-related travel and purchases in advance. PAU will reimburse mileage driven on your personal automobile for work-related purposes up to the current IRS approved rate per mile. Tolls and parking will also be reimbursed. PAU will not reimburse you for ordinary commute mileage or travel expenses.

You should complete expense reimbursement reports within 30 days of incurring the expense and submit the receipts to Accounts Payable.

4.13 RESPONSIBILITY FOR AUTOMOBILE DAMAGE

PAU is not responsible for any damage to an employee-owned vehicle that occurs while the employee is conducting University business. PAU recommends that employees obtain insurance coverage for damage to their vehicle through their own private insurance. The automobile liability insurance coverage provided by PAU covers only the amount in excess of the limits of the employee's own private insurance coverage.

4.14 HIRING POLICY

4.14.1 Job Opening Announcements. To ensure that all employees have an opportunity to know about both part-time and full-time openings, all non-faculty positions will be posted on the website for a period of 5 days. Job announcements should include the title of the position, a description of the primary duties and responsibilities, and how to apply for the position.

4.14.2 Offer of Employment. All offers of employment are contingent upon verification of an individual's right to work in the United States. New employees will be asked to provide original documents verifying their right to work and to sign an I-9 verification form as required by federal law. PAU may be obligated to terminate employment if verification of an individual's right to work in the U.S. is not received.

New employees will be advised by their supervisor of specific practices, policies and procedures, such as work schedules, break schedules, and other working conditions, which may be particular to the department or job.

Within one year of hire, new employees will be provided with a job description that will serve as the basis upon which to determine the employee's classification as non-exempt or exempt.

4.14.3 New Hires. The Business Department will provide new regular employees with the following:

- A copy of the Employee Handbook,
- Keys to the buildings and a key to the appropriate office,
- W-4 and I-9 payroll forms, and
- Application forms for medical benefits.

The W-4 and I-9 payroll forms must be completed and returned to the Business Office within 5 working days. Application forms for benefit programs must be completed and returned to the Business Office within the first 30 days of employment.

4.15 NEPOTISM

It is the policy of PAU to hire the best-qualified candidates and to avoid conflicts of interest in hiring or promoting employees. A family member may not be employed in a position of University employment within the same organizational unit. A supervisor shall never recommend or approve any employment-related action for any employee who is a member of his/her immediate family. A close personal relationship shall be treated as if it were such a family relationship if it includes a sexual or romantic relationship or a similarly close personal relationship engaged in outside the University.

5.0 EMPLOYEE BENEFITS

5.1 PAID TIME OFF (PTO)

5.1.1 PTO Schedule. All Regular staff earn PTO. PTO time is accrued at the end of each pay period. Regular staff are scheduled to work on a full time basis or if part-time, more than 50% of full time (more than 20 hours per week). Regular staff who are less than full-time may accrue to a pro-rata limit based on the percentage of full-time worked (i.e. 50% or 75%, etc.).

Years of Service	Semi-Monthly Accrual	Potential Annual Accrual Rate
0-4	5 hours per pay period	120 hours/15 days
5+	6.67 hours per pay period	160 hours hours/20 days

Employees start accruing the next higher accrual level beginning January 1st of the year in which their 5th employment anniversary falls.

Scheduling for PTO time must be requested by the employee and approved in advance by the employee's manager. The employee's manager maintains the discretion to grant PTO time without advance notice. In such cases, the manager may or may not grant PTO time based on the operational needs of the department.

In addition, managers are hereby authorized to grant requests for an advance of up to a total of 10 PTO days per year, in order to facilitate vacation requests during the early part of the year when employees will have a limited balance in the PTO account. Repayment shall be by deductions from wages, if the employee ends employment before repayment of such PTO.

On each December 31st, each employee may have a balance of not more than 16 hours in his/her PTO bank in order to be eligible to continue to accrue PTO for the calendar year commencing January 1st. Employees who have in excess of 16 hours in their PTO account on the close of business on December 31st of any year will not accrue any additional PTO until the beginning of the calendar quarter which follows the quarter in which their PTO bank has no more than 16 hours.

EXAMPLES:

Employee A has 16 hours in their PTO bank on December 31, 2011. They will begin to accrue PTO hours on January 1, 2012.

Employee B has 26 hours in their PTO bank on December 31, 2011. They take 10 PTO hours in February. They resume to accrue PTO hours on April 1, 2012.

Employees are expected to schedule their vacation and other time off in a manner such that they have brought their PTO balance to no more than 16 hours by December 31st and supervisors are expected to adjust operational expectations so that employees' requests for time off work can reasonably be granted.

Employees who terminate regular employment will receive on their last day of employment a lump-sum payment of their accumulated unused PTO at their current rate of pay.

5.2 HOLIDAYS

PAU currently provides regular, full- and part-time staff employees the following paid holidays each year:

- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- the Friday after Thanksgiving,
- Christmas through New Year's Day, inclusive.

Employees may also take a half-day off for Passover or Good Friday.

Non-exempt employees are entitled to receive compensatory pay and exempt employees are entitled to release time off when required to work on a holiday.

Eligible part-time employees are entitled to pro-rated benefits based upon their scheduled hours.

Temporary employees are not eligible for paid holidays.

5.3 HEALTH INSURANCE BENEFITS

Health insurance benefits described in this section apply to regular staff. Regular staff are scheduled to work on a full time basis or if part-time, more than 50% of full time (more than 20 hours per week). Student and temporary employees are not eligible for PAU health benefits.

Details of all plans summarized below can be found in the original plan documents located in the Business Office. All plans sponsored by PAU are subject to change at any time, with or without notice. Furthermore, the original plan documents are subject to change at any time, with or without notice. Whenever there is a discrepancy between the summary descriptions below and the original plan documents, the latter will always prevail.

Employees do not earn benefits, unless otherwise stated, during an unpaid leave of absence or unpaid suspension.

5.3.1 Group Health Insurance. Health insurance premium increases in excess of the annual Consumer Price Index (CPI) will be a payroll deduction for each covered employee.

Employees who have alternative health care coverage may elect to waive health coverage. A Health Insurance Waiver Form, available in the business Office, should be completed by the employee and must indicate that he/she is covered by another medical carrier and is electing to waive PAU health coverage. Employees will receive a monthly stipend in consideration for the waiver.

- **Medical Coverage.** PAU has contracted with two HMOs: Kaiser and Blue Shield. The open enrollment periods (when an employee may elect or change his/her insurance carrier) are as follows: 1) within 31 days after the first day of regular employment; 2) after a divorce when an employee has been covered by his/her spouse's insurance carrier; or 3) during the "open enrollment month."

Open enrollment month is October for Kaiser and Blue Shield. The benefits period begins on November 1. Prior to undergoing treatment, an employee should verify eligibility for coverage. Questions about medical benefit eligibility should be directed to the PAU Business Office or the HMO account representative.

- **Dental Coverage.** As of the time of this publication, PAU has contracted with Assurant for dental coverage. Dental claim forms are available in the Business Office. As benefits providers change from time to time, please see the Business Office for the most current information.

5.3.2 Flexible Spending Accounts/Cafeteria Plan. The Plan allows eligible employees to use pre-tax dollars to pay for medical, dental, health insurance, dependent day-care, group term life insurance, or long term disability insurance.

To participate in the Plan, the Election Form must be completed by September 30 for the following year. Each area of coverage (medical, insurance, dependent care) requires a separate contribution. The total allowable contribution per year is \$1000 per month or \$12,000 per year. The Plan year starts October 1 and ends September 30.

To be in compliance with the Internal Revenue Code (IRS), this is a "use it or lose it" plan. Monies not spent by the end of the Plan year will be lost. This, it is very important that participants estimate their contribution using conservative assumptions.

Participation in the Plan is made by equal payroll deductions. All records are kept separate and confidential.

5.3.3 Long Term Disability Insurance. PAU has currently contracted with TIAA to provide long term disability income benefits for eligible employees. Monthly income benefits, which are subject to federal and state taxes, are paid to employees after 6 months of continuous total disability and until age 65. (providing benefits commenced prior to age 60). No benefits are paid if the total disability was caused by a pre-existing condition, a self-inflicted injury, or an act of war. Please see the Business Office for a more comprehensive description of long term disability income benefits.

5.4 RETIREMENT BENEFITS—403(B) PLAN

For eligible employees who have completed three consecutive months of service, PAU has established a Defined Contribution Retirement Plan under the Internal Revenue Code, Section 403(b).

PAU contributes 5% of an eligible employee's current base salary (not including overtime, governance or other contracted pay) into a TIAA/CREF Basic Retirement Plan.

Additionally, eligible employees may elect to contribute a portion of their compensation to the Plan as pre-tax deferral. TIAA will provide a report of the maximum allowable contribution. Please see the Business Office for a more detailed description of the Plan and a copy of the application form.

5.5 COBRA

5.5.1 Continuation of Health Insurance Benefits under COBRA. On April 7, 1986, Congress enacted the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), which requires that most employers sponsoring group health plans offer employees and their families the opportunity for temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end.

The following continuation of coverage rules apply to benefits under PAU's Medical and Dental Plans (the "Plans").

Employees have the right to choose this continuation coverage if they lose employer paid health insurance coverage due to a reduction in your hours of employment or the termination of employment for reasons other than gross misconduct.

An employee's spouse, covered by one of our health plans, has the right to choose COBRA continuation coverage for any of the following reasons:

- Death of the employee;
- A termination of the employee's employment (for reasons other than gross misconduct) or reduction in hours of employment with PAU;
- Divorce or legal separation from the employee; or
- Your spouse becoming entitled to Medicare benefits.

A dependent child of an employee covered by the Plans at the time coverage is lost has the right to COBRA continuation coverage in his or her own right if coverage is lost for any of the following five reasons:

- The death of the employee;
- The termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with PAU;
- The employee's divorce or legal separation;
- The employee becoming entitled to Medicare benefits; or
- The dependent child ceasing to be a "dependent child" under the Plans.

5.5.2 Notice Duties. Under COBRA, the employee or a family member has the responsibility to inform the Plan Administrator of a divorce, legal separation, or a child losing dependent status under the Plans. This notice must be given to the Plan Administrator no later than 60 days after the date coverage would be lost under the Plan because of the occurrence of the applicable event. If you fail to give this notice during the 60-day period, you will not be able to elect continuation coverage. PAU has the responsibility to notify the Plan Administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

COBRA continuation coverage rights may also apply in some cases to certain retirees, spouses, and dependent children, if PAU begins a bankruptcy proceeding and these individuals lose coverage.

When the Plan Administrator is notified that one of these events has happened, he or she will in turn notify you that you have the right to choose continuation coverage. Under COBRA, you must elect COBRA coverage within 60 days after Plan coverage ends or, if later, within 60 days after you receive notice of your right to elect continuation coverage. If you do not elect continuation coverage within this 60-day period, you will permanently lose your right to elect continuation coverage.

Notice to the Plan Administrator must be in writing and must be hand-delivered or mailed via first class mail.

A newborn or newly-adopted child of the employee may be added to COBRA coverage during a period of COBRA continuation coverage in accordance with the terms of the Plans by notifying the Plan Administrator in writing.

5.5.3 Duration of Continuation Coverage. If you do not choose continuation coverage, your coverage under the Plans will end.

If you choose continuation coverage, PAU is required to provide you coverage which, as of the time coverage is being provided, is identical to the coverage under the Plans of similarly situated non-COBRA beneficiaries. COBRA requires that a spouse and dependent children be afforded the opportunity to maintain continuation coverage for 36 months, unless Plan coverage is lost because of a termination of employment or reduction in hours. In that case, the required

continuation coverage period is 18 months². For a spouse or dependent child, the 18-month period may be extended to 36 months from the original termination or reduction of hours if there is a death, divorce, separation or Medicare entitlement of the employee during the original 18-month period or if a child loses dependent status during the period.

COBRA provides that continuation coverage may be cut short for any of the following reasons:

- PAU no longer provides coverage to any of its employees;
- The premium for continuation coverage is not paid;
- A covered person becomes covered after the date of the COBRA election under another group health plan that does not contain any exclusion or limitation with respect to a pre-existing condition the person has, or that contains exclusions or limitations with respect to pre-existing conditions that would not apply to, or be satisfied by, the person;
- A covered person extends coverage due to disability and there is a final determination that the person is no longer disabled; or
- A covered person becomes entitled to Medicare benefits after the date of the COBRA election.

5.5.4 Special 29-Month Period of Coverage in Cases of Disability. If a covered person is disabled at the time coverage ceases because of termination of employment or reduction in hours, or becomes disabled during the first 60 days of COBRA continuation coverage, he or she will be eligible to continue coverage for 29 months rather than 18 months. To be eligible for these extra 11 months of coverage, he or she must notify the Plan Administrator of the disabled status before the end of the initial 18-month period of coverage and within 60 days of the date the disabled person was determined to be disabled. For purposes of this extended period of coverage, “disability” means a disability as determined under Title II or Title XVI of the Social Security Act.

For the 19th through 29th months of coverage, the disabled person must pay 150% of the applicable premium rate. If it is determined that the disabled person is no longer disabled, the disabled person must notify the Plan Administrator within 30 days of the determination.

5.5.5 Other Rules. You do not have to show that you are insurable to choose COBRA continuation coverage. Continuation coverage is provided subject to your eligibility for this coverage. The Plan Administrator has the right to terminate your coverage retroactively if he or she determines you are ineligible. Under COBRA, covered persons must pay 102% (or 150% in the case of disability coverage discussed above) of the premium attributable to continuation coverage. COBRA also says that, at the end of the applicable 36-month, 18-month, or 29-month period, a covered person must be allowed to enroll in an individual conversion health plan to the extent permitted under the Plans.

If your domestic partner has coverage under our plan, he or she has health coverage continuation

² Under Cal-Cobra the length of continued coverage has been extended to 36 months.

rights similar to those described above.

5.6 WORKERS' COMPENSATION

If you are injured while at work, or experience an illness related to your job, you may be eligible for benefits under workers' compensation. This insurance covers the cost of medical, surgical and other treatments required to treat the injury. In addition, workers' compensation insurance provides employees with income displacement benefits, after a three calendar day waiting period, if they are unable to return to work due to the job related illness or injury. If a work-related illness or injury results in hospitalization, income displacement benefits will begin immediately.

PAU's workers' compensation carrier provides employees with a list of occupational specialists and hospital facilities they may go to for the treatment of work-related injuries or illnesses. However, employees may choose to pre-designate their personal physician to treat occupational injuries or illnesses. If you wish to pre-designate your personal physician as the treatment provider for work-related injuries, please contact the Business Office to complete a *Notice of Predesignation of Personal Physician* form.

If you are required to take a leave of absence due to a work-related injury, this leave will also count towards time off under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

An employee who suffers an on-the-job injury, no matter how minor, must report the incident immediately to his or her supervisor and to the Business Office. Workers' compensation claim forms are available in the Business Office.

5.7 STATE DISABILITY INSURANCE (SDI)

PAU deducts the legally mandated percentage of the salary of all employees up to a specified wage base, for disability insurance under the California's State Disability Insurance plan, which is administered by the Employment Development Department (EDD). State Disability insurance may provide income displacement benefits, for non-work-related injuries, for up to 52 weeks. If approved, there will be a seven-calendar-day waiting period before income displacement benefits begin. If hospitalized, income displacement benefits will begin immediately.

State Disability Insurance benefits will be integrated with any accrued salary supplement and paid sick and vacation leave so that an employee does not receive more than the equivalent of his or her full-time salary.

For more information about SDI benefits through EDD, please contact the Business Office.

5.8 SOCIAL SECURITY

As an employee, you are covered by social security benefits as specified in the Federal Insurance Compensation Act. Social Security benefits are offered to provide you and your family with retirement income, and in some instances, disability and survivor's benefits. The

law provides for deductions from employee wages and a matching contribution from the employer. The percentage and wage base may change from year to year by act of Congress.

5.9 TUITION REMISSION

As a matter of policy, PAU supports continuous learning and encourages each employee to add to their knowledge and skills, which will prepare them for more responsible assignments.

Eligible employees may be eligible for up to 100% tuition remission on courses offered at PAU. To be eligible, employees must obtain permission from their manager, must have worked for more than 6 months as a regular employee, must work more than 20 hours per week, must have been accepted as a matriculated or non-matriculated student and must fill out a tuition remission form on a timely basis. Dependents (spouses and children) of eligible employees may also be entitled to up to a 100% tuition remission.

An employee may be released from normal office hours to attend PAU classes providing he/she makes up the released hours and subject to the written approval of his/her supervisor. This benefit may or may not include non-credit courses offered through continuing education or workshop programs subject to the discretion of the instructor and the approval of the Director of Continuing Education programs.

6.0 LEAVES OF ABSENCE

6.1 BEREAVEMENT LEAVE

PAU understands the need for time off when an immediate family member dies. Full-time regular employees may be granted up to three workdays of paid bereavement leave. If an employee is required to travel more than 500 miles away, PAU will grant five days of paid leave.

6.2 MEDICAL AND FAMILY LEAVES OF ABSENCE (FMLA/CFRA)³

State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, provided that you have worked for at least 12 months and for at least 1,250 hours in the last 12 months. For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, PAU uses a “rolling” 12-month period dating back to the time you last utilized leave. Under most circumstances, leaves under federal and state law will run concurrently and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. You may take family/medical leave for any of the following reasons:

- The birth of a child, or placement of a child for adoption or foster care;
- To care for your spouse, registered domestic partner, child, or parent who has a serious health condition; or
- For a serious health condition that renders you unable to perform the essential functions of your job.

When it is medically necessary, you may take the first 12 workweeks of leave in a 12-month period (to be measured from the date that your first FMLA begins) either intermittently or on a reduced schedule. “Intermittent leave” is leave taken in separate blocks of time due to a single illness or injury. A “reduced leave schedule” is a schedule that reduces the usual number of hours in a workweek or hours per workday of an employee. If you request an intermittent leave or a reduced leave schedule that is foreseeable because of a planned medical treatment, you may be required to transfer to an available alternative position for which you are qualified, that has equivalent pay and benefits, and better accommodates (from PAU’s point of view) recurring periods of leave than your regular position.

If you request a leave of absence that is foreseeable because of a planned medical treatment, you should schedule your treatment so that it will not disrupt PAU’s operations.

PAU may ask for periodic reports from your healthcare provider, in 30 days increments or as requested, which describe your status and your prospects for return to work. If such reports are not provided, PAU may terminate the leave of absence and may conclude that you have

³ Family care and medical leave is unpaid time off. However, staff may use any accrued and unused PTO hours to draw pay.

voluntarily resigned from your position.

The Integration of Federal (FMLA) and State (CFRA) Leave Laws. Under most circumstances, leave under the federal Family Medical Leave Act (FMLA) will run concurrently with leave under the state California Family Rights Act (CFRA). This means that employees on medical leaves of absence will be eligible for a total of 12 weeks of family and medical leave in the designated 12 month period. However, if a leave of absence is caused by pregnancy, childbirth, or related medical condition, then the state CFRA leave will not run concurrently with the federal leave under FMLA. For more information regarding the coordination of state and federal leave laws with Pregnancy Disability Leave, please see Section 6.3 of the Handbook, at page 31.

Notification Requirements for your Own Serious Health Condition: You must submit a completed Application for Leave of Absence to the Business Office Manager, with a copy to your supervisor. You should give at least 30 days' advance notice before your leave or transfer is to begin if the need for the leave or transfer is foreseeable. When 30 days' notice is not possible, notice must be given as soon as possible.

If the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) request is made because of your own serious health condition, PAU may require, at its expense, a second opinion from a health care provider that PAU chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by PAU.

If the second opinion differs from the first opinion, PAU may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider will be considered final and binding on PAU and the employee.

You must also present a written certification, signed by your health care provider. You should provide this certification within 15 days of a request for it, unless it is not practicable. If you do not meet this deadline, you may not be allowed to take your leave until you provide the appropriate certification. If you are already on leave, you may not be allowed to continue your leave.

After you go out on leave, if your disability extends beyond the time stated in your original letter, you must submit an additional certification from your health care provider.

Notification Requirements for Leave to Care for a Family Member. If the leave is needed for to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and

- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by PAU, and request simultaneous leave for the birth or placement for adoption or foster care of a child, PAU will not grant more than a total of 12 workweeks of family/medical leave for this reason.

Service Member FMLA Leave. Employees are now eligible to take a leave of absence for a covered family member's service in the Armed Forces, for either one or both of the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency operation, with a leave duration of up to 12 workweeks in any 12-month period.
- To care for a covered family member ("next of kin") who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating. Leave for this purpose may last up to 26 workweeks during a single 12-month period. Please note that leave may not exceed 26 workweeks in a single 12-month period when combined with other FMLA qualifying leave).

Service member FMLA runs concurrent with other applicable leaves provided under federal, state and local law.

Reinstatement. If you and PAU have agreed upon a definite date of return, you will be reinstated on that date if you notify the Business Office that you are able to return on or before that date. If the length of time has not been established, or if it differs from the original agreement, you will be returned to work within two business days after you notify the Business Office of your readiness to return.

When you are ready to return to work, you must present a release from your health care provider certifying that you are able to perform the essential functions of your former position, with or without reasonable accommodation. Failure to provide certification by the health care provider of your fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

If you have taken 12 workweeks or less total leave time during a 12-month period because of either (1) your serious medical condition (not including pregnancy) or (2) family care, you will be reinstated to the position you held before you began your leave, or you will be placed in an equivalent position which is virtually identical to your original position in terms of pay, benefits, promotional opportunities, and working conditions. If your total leaves of absence exceed 12 workweeks, PAU cannot guarantee that you will be reinstated.

6.3 PREGNANCY DISABILITY LEAVE

Employees who are disabled by pregnancy or related medical condition are eligible for Pregnancy Disability Leave (PDL). PDL is for any periods of actual disability caused by pregnancy, childbirth or related medical condition for up to four months (or 88 workdays for full-time employees). PDL may be taken in one continuous period of time or intermittently, on an as needed basis. PDL generally covers time of for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth.

Employees affected by pregnancy or related medical condition may also be eligible to transfer to a less strenuous or hazardous position and duties, if such a transfer is medically advisable and can be reasonably accommodated.

PAU will transfer you (if you are affected by pregnancy) to a less strenuous or hazardous position if:

- You request a transfer;
- Your request is based upon the certification of your health care provider as *medically advisable*; and
- The transfer can be reasonably accommodated.

You are “affected by pregnancy” if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is *medically advisable* for you to transfer to another position. No additional position will be created, and PAU will not discharge another employee, transfer another employee or promote or transfer any employee who is not qualified to perform the new job. If you are transferred to a different position due to pregnancy, you can return to your same or comparable position when your healthcare provider certifies that you can safely perform your regular duties.

If it is medically necessary for you to take intermittent leave or leave on a reduced leave schedule, and the leave is foreseeable based on a planned medical treatment, PAU may require you to transfer temporarily to an available alternative position, with equivalent pay and benefits, that better accommodates recurring periods of leave (from PAU’s perspective) than your regular position.

Notification Requirements. You should submit a completed Application for Leave of Absence to the Business Office, with a copy to your supervisor. You should give at least 30 days’ advance notice before your leave or transfer is to begin if the need for the leave or transfer is foreseeable. When 30 days’ notice is not possible, notice must be given as soon as possible.

As a condition of your pregnancy-related disability leave or transfer, you must present a written certification signed by your health care provider.

If you continue to be disabled at the expiration of the time period which your health care provider originally estimated you needed, you must obtain recertification to continue your leave.

Reinstatement. If you and PAU have agreed upon a definite date of return, you will be reinstated on that date if you notify your supervisor that you are able to return on or before that date. If the length of the leave has not been established, or if it differs from the original agreement, you will be returned to work within two business days, where feasible, after you notify the Business Office of your readiness to return.

When you are ready to return to work, you must obtain a written release from your health care provider certifying that you are able to perform safely all of the essential duties of your position, with or without reasonable accommodation.

PAU will reinstate you to the position you held before your leave began, unless one of the following conditions exists:

- You would not otherwise have been employed in your same job at the time reinstatement is requested;
- Your job could not be kept open or filled by a temporary employee without substantially undermining PAU's ability to operate safely and efficiently;
- You have directly or indirectly indicated your intention not to return to your job;
- You are no longer able to perform safely the essential functions of your former position with or without reasonable accommodation; or
- You are no longer qualified for the position.

If PAU cannot reinstate you to your position, it will offer you a comparable position provided that a comparable position exists and is available. A "comparable position" is virtually identical to your original position in terms of pay, benefits, promotional opportunities and working conditions, and involves the same or substantially similar duties and responsibilities. A position is "available" if there is a position for which you are qualified that is open on your scheduled date of return or within 10 working days thereafter. If you have not been employed for 12 months and you did not work 1,250 hours in the 12-month period before the first date of your leave, PAU can deny you a comparable position if one is available *but* filling it with you would substantially undermine the ability of PAU to operate safely and efficiently. If you were laid off during your leave and no comparable position is available, the employment relationship is terminated.

6.4 EXTENDED DISCRETIONARY LEAVE OF ABSENCE

There may be circumstances when your own serious condition will require a leave of absence that exceeds the 12 weeks of leave mandated by the federal leave law under the Family Medical Leave Act (FMLA) and the state leave law under the California Family Rights Act (CFRA).

An employee who is unable to perform the essential functions of his or her position, may or may not be granted an extended leave of absence beyond the leaves mandated by FMLA and CFRA. The request will be determined at the sole discretion of PAU.

Employees on an extended leave of absence for their own serious health condition will need to provide notice from a healthcare provider proving that the serious health condition has continued and provide periodic updates, every 30 days or upon request, depending on PAU's needs.

Reinstatement. When you are ready to return to work, you must present a release from your health care provider, certifying that you are able to perform the essential functions of your former position, with or without accommodation.

Please be aware that if your leave of absence has exceeded the length mandated by federal and state leave laws, which is typically 12 weeks for your own serious illness and for up to 17 weeks and three days for leaves related to pregnancy, childbirth or related condition, PAU cannot guarantee that you will be reinstated.

6.5 BENEFITS DURING WORK-RELATED ILLNESS OR INJURY ABSENCE

- **Worker's Compensation Insurance.** Instead of PDL or PFL benefits through EDD, you may receive workers' compensation disability insurance, as mandated by state law. This insurance will be provided by PAU's workers' compensation carrier.
- **Health Insurance.** Your employer-sponsored medical, dental and life insurance will be maintained during your leave on the same terms and conditions as coverage would have been provided if you had remained continuously working. These benefits will cease after six months of absence, unless you assume the cost of coverage under COBRA.
- **Accrual of Benefits.** Vacation and sick leave will not accrue during an approved leave of absence caused by non work-related injuries or illness.
- You will be credited with service for the period of your disability.

6.6 PERSONAL LEAVE

Regular staff members may be granted a personal leave of absence without pay by the Administration, which would be made in the sole discretion of the University.

Eligible employees must have at least two years' continuous service, that is, two years of uninterrupted employment with PAU. The granting of a personal leave of absence will be in the sole discretion of PAU and will take into account the reason for the requested leave, the length of employment, past performance, the employee's history of past requests and the needs of PAU.

Leaves should be requested well in advance to arrange for appropriate replacement personnel. All requests must specify a beginning date for the leave and a date for return to work.

PAU cannot guarantee immediate reinstatement at the conclusion of a personal leave of absence. At the conclusion of a personal leave, an attempt will be made to return the employee to the position he or she held at the time the leave commenced, provided that the position is then vacant and still exists. If the position is not immediately available, an attempt will be made to return the employee to the first available position for which the employee is qualified, at the rate of pay normally applicable to the position. If no position is available, the employee will be placed on a preferential reinstatement list and given the first opportunity for recall to positions for which he or she is qualified.

Employees may maintain health and dental coverage at their own expense, pursuant to COBRA. PTO days are not earned during personal leaves.

Staff employees are required to use any available PTO time before or during an unpaid personal leave of absence.

6.7 SCHOOL ACTIVITIES

If you are the parent, guardian or grandparent with custody of a child or children enrolled in kindergarten or grades one through 12, or attending a licensed child daycare facility, you may take up to 40 hours of leave each calendar year, not to exceed eight (8) hours in any calendar month, to participate in the school activities of the child or children. You must use your accrued PTO time, if you have any, for this purpose. You must provide reasonable advance notice of your planned absence to your supervisor. If you are requested by your supervisor, you must provide documentation from the school verifying the date and time of your visit(s).

If you are the parent or legal guardian of a child who has been suspended from school, and you receive a notice from the child's school requesting that you attend a portion of a school day in the child's classroom, pursuant to law, you may take unpaid time off from work to appear at the school. You must give reasonable advance notice to your supervisor.

6.8 JURY DUTY AND WITNESS LEAVE

PAU will grant employees time off for mandatory jury duty, witness or court appearances, when called to serve as a juror or required to appear as a result of jury summons, a court order or subpoena. Regular full-time employees will receive up to 20 days paid leave in a 12-month period while serving in these capacities. Any remainder will be unpaid or you may use vacation time. Full-time employees must turn over to PAU service fees paid by the court, if they are being compensated for the time off. Other employees will be allowed time off without pay. You must report for work when not actually serving on the jury. Copies of your jury summons, court order or subpoena must be presented to your supervisor in advance of the absence.

6.9 TIME OFF FOR VOTING

Employees who wish to vote in a state-wide election will be granted up to two hours off without loss of pay at the beginning or end of a working day, if due to work, they would not otherwise have sufficient time outside working hours to vote. To receive time off for voting, you must notify your supervisor in advance of the election to schedule your absence.

6.10 MILITARY LEAVE

PAU provides unpaid leaves of absence of up to a total of five (5) years to accommodate service in the uniformed services, including the Armed Forces, Coast Guard, military reserves units, and the National Guard. 'Service' includes active duty, active duty for training, initial active duty for training, inactive duty training, and absence from work for an examination to determine fitness for duty. Employees will receive military leave in accordance with the requirements of their military orders.

You should give notice to your supervisor of your need for a military leave of absence, as soon as possible. If you do not provide the appropriate notice, you may not be eligible for reemployment.

The specific terms of the absence and of your right to reinstatement, seniority, benefits, and compensation after a military leave are governed by law. If you have any questions about military leaves of absence, please contact the Business Office.

6.11 MILITARY SPOUSE LEAVE

An employee who works more than 20 hours per week and has a spouse in the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict is eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

The employee must request this leave in writing to the Business Office Manager within two business days of receiving official notice that their spouse will be on leave. The employee requesting this leave is required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

6.12 DOMESTIC VIOLENCE LEAVE

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence;

- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

PAU will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to the duration of time allowed by applicable state and federal leave laws.

6.13 VICTIMS OF CRIME LEAVE

An employee who is themselves a victim or who is the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and
- You must be the victim of a crime, or you must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

A registered domestic partner means a domestic partner who is registered in accordance with California state law.

The absence from work must be in order to attend judicial proceedings related to a crime listed above.

Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as personal days, accrued vacation, and paid sick leave.

7.0 HEALTH AND SAFETY

Your health, safety and well-being are of paramount concern to PAU. As employees, you are responsible for your own safety, as well as for the general safety on the premises of PAU. You can share PAU's commitment to maintaining a work environment free of hazard by remaining aware of and alert to safety risks. Your participation in PAU's efforts to maintain a safe work environment can help us eliminate injuries and reduce workplace illness.

In compliance with California law and the Occupational Safety & Health Act (OSHA), and to promote the concept of a safe workplace, PAU maintains an Injury and Illness Prevention Program (IIPP) as part of its Emergency Plan. The Emergency Plan is located in the last section of this Handbook, in Appendix A, which is entitled, "Palo Alto University Emergency Plan."

Any accident or situation that may result in the injury of students, visitors, vendors, and anyone else on the premises should immediately be reported to the Business Office Manager, June Klein at (650) 433-3849. For your own safety and the safety of others, please do not attempt to give medical aid to an injured person unless you have been trained to do so.

The Business Office Manager, June Klein, is the first point of contact for all accidents that occur on the premises of PAU. If you are injured, or you witness the injury of another employee or student while working on a PAU production or project at an off campus location, you must notify June Klein at (650) 433-3849. Call 650-329-2413 (or 9-911 from a campus phone), if the condition requires immediate medical attention.

If you are injured while at work or experience a work-related illness, you must also notify your supervisor and the Business Office Manager, June Klein. An employee who is injured on the job will usually be entitled to worker's compensation benefits. Workers' compensation forms are available at the Business Office. For more information about workers' compensation, please refer to page 26.

7.1 DRUG-FREE WORKPLACE

PAU maintains a workplace free of drugs and alcohol pursuant to the federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990.

Consistent with this policy, PAU has established the following rules about the use, possession and sale of controlled substances and alcohol by its employees. Compliance is a condition of all who wish to work or study at PAU.

1. The illegal use, sale, manufacture, dispensation, distribution or possession of controlled substances while on the job or on PAU property is prohibited and will result in disciplinary action, up to and including immediate termination of employment. Similarly, reporting for work under the influence of controlled substances is prohibited and will result in disciplinary action, up to and including termination of employment.

2. If you are arrested for a drug-related offense and are awaiting trial, you will be suspended without pay (1) until all charges against you are dismissed; (2) until you plead guilty; or (3) until your trial results in a verdict. If you plead guilty, your employment with PAU will be terminated.
3. As a condition of employment, employees must notify PAU within five (5) days of any conviction for any violation of any criminal drug statute, where the violation occurred in the workplace. PAU must notify the federal agencies from which it has grants within ten (10) days of receiving notice of such a conviction from an employee or some other source.
4. The illegal use of controlled substances off duty and off PAU premises is unacceptable. It can have a poor effect on your job performance. Conviction for the illegal use, sale or possession of narcotics, drugs, or controlled substances off duty or off PAU property may also result in disciplinary action, up to and including termination of employment.
5. Alcohol may not be consumed on PAU property during working hours, except for PAU-sponsored social functions. PAU policy prohibits the use of alcohol on PAU property or during working hours, as well as reporting to work under the influence of alcohol. Violation of this policy will result in disciplinary action, up to and including termination of employment. The only exceptions to this policy are those occasions when we hold a social gathering, and alcoholic beverages are provided. However, in this situation, your consumption of alcohol should be reasonable under the circumstances, and you are expected to comply with our rules prohibiting unlawful sexual harassment and other forms of unlawful harassment. Otherwise, drinking during meal breaks or at any other time while on duty is inappropriate.
6. Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or otherwise in violation of this policy. When management has reasonable suspicion to believe that an employee is working in violation of this policy, prompt action will be taken.
7. The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician or over-the-counter medications that you buy at the store, is not prohibited by this policy. However, if you cannot safely perform all of the essential functions of your job because you are taking prescription or over-the-counter medicine, PAU may require you to see a doctor, at PAU's expense. You may be discharged or required to take a leave of absence if the doctor concludes that you cannot safely perform the essential functions of your position because you are using prescription or over-the-counter medicine.
8. Before an employees engages in misconduct or other unacceptable acts, upon request, PAU will attempt to reasonably accommodate by a leave of absence for an employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program.

9. It is the responsibility of an employee to seek help before his or her alcohol or controlled substances problems cause job performance, misconduct or lead to disciplinary action. An employee's decision to seek assistance will not be used as the basis of discipline.
10. Every employee must specifically acknowledge receipt of this policy and agree, as a condition of employment, to abide by its terms.

7.2 NON-SMOKING ENVIRONMENT

Smoking is prohibited in the University buildings and within 20 feet of main PAU entrances, exits and operable windows.

7.3 CAMPUS SECURITY

PAU seeks to maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles in or around your workstation that may be accessible. The security of our facilities as well as the welfare of our staff, faculty and students depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys or security passes are missing.

7.4 WORKPLACE HAZARDS

If you become aware of any workplace security hazards or identify methods of increasing security in the workplace, you should report that information to a member of the Administration (President, V.P. of Academic Affairs, the Business Office Manager). You may also contact Facilities if you notice any immediate hazards concerning your work area or other areas on campus. If you have any questions concerning campus safety, please feel free to contact the Business Office Manager at your convenience.

7.5 WORKPLACE VIOLENCE

PAU has a zero-tolerance policy for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to disciplinary action, up to and including termination of employment.

Possession of weapons or dangerous materials or substances on PAU property or at a PAU-sponsored event will constitute a threat of violence.

A threat includes, but is not limited to, any indication of intent to harm a person or damage PAU property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

Saying or writing “I am going to punch your lights out” would constitute a direct threat. Making written or verbal statements such as “Do you want to see your next birthday?” or “Employees who set fire to their offices have the right idea” would constitute indirect threats. Nonverbal threats include making a hitting motion or obscene gesture. Extreme threats include the display of weapons or stalking or forcing undue attention on someone, whether romantic or hostile. Taking actions likely to cause bodily harm or property damage is an act of violence.

It is every employee’s responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, you are expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You should immediately report incidents involving a threat of violence or act of violence to a member of the administration (President, V.P. of Academic Affairs, the Business Office Manager). An investigation will follow and appropriate action will be taken.

7.6 EMERGENCY RESPONSE

PAU’s emergency policies are located in the last section of this Handbook, in Appendix A, which is entitled, “Palo Alto University Emergency Plan.”

8.0 PROMOTIONS, JOB PERFORMANCE AND DISCIPLINE

8.1 TRANSFERS/PROMOTIONS

Opportunities for promotion are based upon employee performance, qualifications, and potential, as well as on the needs of PAU.

Current staff who have held their current position for at least 6 months may apply for any posted position for which they are qualified. Applications are available in the Business Office. When a staff member has been offered another position, the prospective supervisor or employee must notify the staff member's current supervisor.

8.2 JOB PERFORMANCE STANDARDS

Employees are expected to meet performance standards outlined in their job description and/or communicated to them by their supervisors. Examples of poor job performance include, but are not limited to, work that falls below established standards and goals, poor attitude, carelessness or negligence in performing duties, excessive absenteeism or tardiness.

While PAU reserves the rights to terminate employment at will for misconduct and poor job performance, it also reserves the right at its sole discretion to utilize disciplinary procedures designed to help employees correct problems in job performance or behavior.

In some cases, PAU may choose to use progressive discipline to address employee and employment-related problems. If and when used, progressive discipline is intended to help employees correct certain performance problems and/or amend other employment or employee-related problems that interfere with the performance of one's job duties and/or the business operations of a department.

9.0 TERMINATION OF EMPLOYMENT

9.1 VOLUNTARY RESIGNATION OF A STAFF EMPLOYEE

As an at-will employee, you are free to leave your position, with or without cause and with or without advance notice. However, to enable your department to adjust to your departure, we ask that you provide as much advance notice as possible. We consider ten working days (two weeks) of notice to be reasonable.

Employees who fail to report to work for three or more consecutive workdays, without notice to or approval by their supervisor, will be considered to have voluntarily resigned from their position.

9.2 SEPARATION PROCEDURES FOR STAFF EMPLOYEES

As discussed earlier in this Handbook, employment at PAU is “at will.” This means that you are free to end your employment relationship with PAU at any time, with or without notice, and with or without cause. Employment at will also means that PAU is free to end the employment relationship with you at any time, with or without notice and with or without cause.

9.2.1 Resignation Letter. If you wish to resign from your employment, PAU asks that you provide at a least 10 working days (two weeks) of notice. We ask that you provide a written notice of your resignation to your supervisor with a copy to the Business Office. This notice should contain the effective date of your resignation.

9.2.2 Exit Interview. On or before your last day of work, the Business Office will ask you to participate in an Exit Interview. This will allow us to obtain information regarding your employment at PAU.

9.2.3 Final Paycheck. If you provide notice of your resignation at least 72 hours (3 days) before your last day, PAU will provide your final paycheck at the time of your separation from employment. Your final paycheck will include all earned wages and accrued but unused PTO hours.

If you provide notice of your resignation within 72 hours of your last days of work, your final paycheck will be available within 72 hours of the notice being given. If you wish to receive your final paycheck by mail, we ask that you confirm the address being given. Employees who are involuntarily terminated will receive their final paycheck at the time of separation.

9.3 RETURNING PAU PROPERTY

On your last day of work, you will be asked to return all PAU property in your possession. Such items may include your keys, materials from the library, and other supplies. If you owe money to PAU, you will be asked to pay your debt at this time.

9.4 EMPLOYMENT REFERENCES

PAU responds to requests for information about employees from prospective employers by providing only the dates of employment and current or last position, unless you sign an employment references agreement authorizing the release of more information.

All reference requests are designated to the Business Office or their designee(s). No other employee is authorized to provide references on behalf of PAU.

9.5 LAYOFF

Under some circumstances, PAU may need to restructure, reorganize or reduce in numbers its workforce. If doing so takes place, PAU will attempt to provide advance notice, if possible, to help prepare affected individuals. Employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, PAU may take into account, among other things, operation needs and requirements, the perceived skill, productivity, ability and past performance of those involved, and length of service and anticipated future needs.

9.6 INVOLUNTARY TERMINATION

Involuntary termination of employment is at the sole discretion of PAU. Employment may be terminated either with or without prior warning.

10.0 COMPLAINT POLICY AND PROCEDURE

10.1 POLICY STATEMENT

This policy is intended to provide fair and prompt consideration to all staff complaints. PAU encourages all staff to use the complaint procedure without fear of prejudice or retaliation.

It is the policy of PAU to provide an effective and timely method for staff to bring forth workplace issues and concerns. These issues and concerns may include working conditions, performance, policies, procedures, or problems with co-workers or supervisors. This complaint policy does not apply to complaints about employment actions based on internal and external department and/or University reorganization, financial necessity or budget determinations and termination from employment.

Complaints about conduct that as defined by PAU's policies against discrimination and sexual and other unlawful harassment will be investigated and resolved according to that policy, not this one. (See Section entitled, "Equal Employment Opportunity," p. 6)

Step 1: Initial Resolution. The staff member with the grievance will discuss the issue with the supervisor responsible for the employment action. This discussion should take place within five (5) working days after learning of the action or decision being grieved. The staff member and supervisor shall attempt in good faith to discuss the grievance and resolve it. Where resolution of a grievance is not possible, the staff member may proceed to the next step of the grievance process

Step 2: Department Head Review. If the matter is not satisfactorily resolved in Step 1, the staff member may file a written grievance with the head of the department in which the grievance arose within five (5) working days after the initial discussion. If the department head is the staff member's direct supervisor, the written grievance should be addressed to the department head's supervisor. The document should describe the grievance with specific facts, including: the reason for the grievance, personnel involved events, dates, the remedy requested, and other information relating to the grievance.

The department head or designee will review the grievance and meet with the staff member(s), supervisor and others who may have knowledge of the decision or action, as appropriate. The department head should inform their supervisor of the pending grievance. This review will take place within five (5) working days of receiving the grievance.

The department head or designee shall provide the staff member(s), supervisor, their own supervisor and the EEO Officer/ombuds person with a written decision regarding the grievance within five (5) working days after completing the review.

Step 3: Vice President Review. If the matter is not resolved, the staff member may file an appeal with the Vice President. This appeal should be filed within five (5) working days of receipt of the department head's decision in Step 2. The written appeal should include the written grievance submitted to the department head in Step 2, the basis for the appeal, and why the department head's decision should be reviewed.

The Vice President will review the appeal, and meet with the staff member(s), supervisor and others who may have knowledge of the decision or action, as appropriate.

11.0 ARBITRATION POLICY

The binding arbitration shall be held under the Employment Rules of the American Arbitration Association. The matter shall not be determined by court or jury. The costs of the arbitrator's fees and any administrative fee imposed by the American Arbitration Association shall be paid by the University. The arbitration process is final and binding on both PAU and the employee. The arbitrator's award shall be final, binding and conclusive upon the parties and may be entered in any state or federal court having jurisdiction. The arbitrator shall be mutually selected by the faculty member and the University. The arbitrator shall be neutral. There shall be availability of all remedies and discovery, as if in court. The arbitration award shall be in writing. The arbitrator's award may be reviewed by a court to the extent permitted by law.

12.0 CONFIRMATION OF RECEIPT OF EMPLOYEE HANDBOOK

This is to acknowledge that I have received a copy of PAU of Palo Alto Employee Handbook, and that I have read the policies and procedures contained herein, understand them, and agree to abide by them. I understand that during the course of my employment with PAU, questions may arise that are not explicitly addressed in the Handbook, and I agree to consult with my supervisor or with the Business Office Manager regarding these matters.

I understand that this Handbook is intended to serve as general information about the policies and procedures of PAU, but in no way constitutes, creates or forms a part of any express or implied employment contract with PAU. I understand that my employment with PAU is at-will, which means that either I or PAU may terminate the employment relationship at any time, with or without cause of notice. No person other than the President or Vice-President with approval of the President, may enter into an employment agreement for any specified period of time, or make any agreement contrary to the policy of at-will employment.

I understand that all personnel policies are contained in this Handbook: this Handbook supersedes any and all prior written or unwritten policies, procedures or practices of PAU pertaining to or inconsistent with the policies described herein. I understand that PAU reserves the right to clarify, change, revoke or supplement any information contained in the Handbook at anytime pursuant to the amendment procedure contained in this handbook. No one other than the President may authorize changes and revisions to the policies in the handbook.

Print Name

Employee Signature

Date

13.0 POLICY ACKNOWLEDGMENTS

13.1 DRUG FREE WORKPLACE POLICY ACKNOWLEDGMENT

I, _____, hereby certify that I have received a copy of PAU’s Drug Free Workplace Policy. I acknowledge that I have read, understand and agree to abide by the terms of the policy. I understand that any employee who violates this policy will be subject to disciplinary action, up to and including the possibility of immediate discharge.

Employee Signature

Date

Print Name

**13.2 SEXUAL AND OTHER UNLAWFUL HARASSMENT POLICY
ACKNOWLEDGMENT**

I, _____, hereby certify that I have received I copy of PAU’s policy on Sexual and other Unlawful harassment. I acknowledge that I have read, understand and am expected to be familiar with and abide by all aspects of the policy. I understand that it is my obligation to abide by the terms of the policy with regard to the reporting of harassment and not to retaliate against any employee for exercising his or her rights under the policy.

Employee Signature

Date

Print Name

**13.3 RESPONSIBILITY FOR AUTOMOBILE DAMAGE POLICY
ACKNOWLEDGMENT**

I acknowledge that I have read, understand and will abide by PAU's policy on Responsibility for Automobile Damage.

Employee Signature

Date

Print Name

13.4 INFORMATION SERVICES POLICY ACKNOWLEDGMENT

I acknowledge that I have read, understand and will abide by PAU's policy on Electronic Communication.

Employee Signature

Date

Print Name

13.5 AGREEMENT TO ARBITRATE DISPUTES

This Agreement to Arbitrate Disputes (“Agreement”) is made and entered by and between PAU of Palo Alto (“PAU”), on the one hand, and _____ (“EMPLOYEE”), on the other.

In consideration of PAU’s hiring and/or continuing to employ EMPLOYEE after the execution of this Agreement, and of the mutual promises and covenants of the parties contained in this Agreement and other good and valuable consideration, EMPLOYEE and PAU agree as follows:

1. Arbitration.

(a) In the event there is any dispute which the parties are unable to resolve through informal means, PAU and EMPLOYEE agree to submit, upon written request delivered by either to the other, any such dispute to final and binding arbitration.

(b) The binding arbitration shall be held under the Employment Rules of the American Arbitration Association. The matter shall not be determined by court or jury. The costs of the arbitrator’s fees and any administrative fee imposed by the American Arbitration Association shall be paid by the University. The arbitration process is final and binding on both PAU and the employee. The arbitrator’s award shall be final, binding and conclusive upon the parties and may be entered in any state or federal court having jurisdiction. The arbitrator shall be mutually selected by the faculty member and the University. The arbitrator shall be neutral. There shall be availability of all remedies and discovery, as if in court. The arbitration award shall be in writing. The arbitrator’s award may be reviewed by a court to the extent permitted by law.

(c) This Agreement contains the entire agreement of the parties with respect to resolution of disputes, and, upon the Date of Execution of this Agreement, supersedes all prior oral and contemporaneous agreements, representations and understandings between the parties pertaining to the resolution of disputes. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement. No modification or recession of this Agreement shall be made except by a writing expressly referring to it and executed by the parties hereto.

AGREED:

Employee Signature Date

PAU Signature Date

14.0 APPENDIX A: PALO ALTO UNIVERSITY EMERGENCY PLAN

June 4, 2010

Prepared by the Emergency Planning Committee:

Christine Kidd, Chair

Leonard Beckum

Jim Cramer

Scott Hines

Dave Leavitt

Jeanna Spannring

Approved by the Executive Council on June 1, 2010

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**The Palo Alto University
Emergency Management Plan**

Mission is:

**to protect life and health,
minimize property and economic damage,
and to maximize restoration of normal activities
for the campus community.**

**The normal chain of command during an emergency may be temporarily
suspended. Utilization of emergency management systems will provide for
efficient, effective return to normal conditions.**

EARTHQUAKE

Before:

1. Attach all bookcases, cabinets, and other furnishings to a wall or to the floor.
2. Store all heavy items below head level.

Outside:

Get to an open area away from trees, buildings, and power lines.

Vehicle:

1. Pull to the side of the road away from underpasses, bridges and buildings.
2. Remain in the vehicle until the shaking stops. Do not leave the vehicle if a power line has fallen on or near it.

Inside:

1. Stay away from windows and get under a desk or a table.
2. Duck, cover and hold.
3. In a hallway, sit against the wall and protect your head with your arms.
4. Wait inside until the shaking stops, then evacuate the building and go to the Emergency Assembly area.
5. Do not use elevators for evacuation.
6. Designated personnel should assist individuals with mobility disabilities to a safe location, e.g., an enclosed stairwell landing with a ground level exit to the exterior or, if obstructed, an office space with a door.
8. Report to your Department Safety Representatives (DSR). The DSR will complete a department status report and transmit it to the campus Emergency Operations Center (EOC).
9. Do not re-enter the building until authorized to do so by emergency response personnel.

FIRE

1. Know the location of fire extinguishers in your area and know how to use them. Fire extinguisher training is available for departments by request at 433-3853.
2. For a minor fire that appears to be controllable, immediately call 650-329-2413 from your cell phone (or 9-911 from a campus phone). Then use the appropriate fire extinguisher to control the flames. Get help if necessary.
3. For a larger fire that is not easily controllable, close all doors to confine the fire and reduce oxygen, then immediately call 650-329-2413 (or 9-911 from a campus phone). Give all information requested (your name, exact location, size and progress of the fire, etc.).
4. Notify your supervisor or instructor, then evacuate the building by quickly walking to the nearest exit, alerting people as you go, and assisting those with disabilities as necessary. Do not use elevators for evacuation.
5. Once outside, move to a clear area at least 50 feet away from the affected building. Keep the walkways and vehicle access clear for emergency vehicles. Utilize the designated building Emergency Assembly Point if it is free of smoke, and wait for instructions.
6. **DO NOT RETURN TO THE AFFECTED BUILDING UNTIL TOLD IT IS SAFE BY A CAMPUS FIRE OFFICIAL.**
7. Report all fires, regardless of size to Facilities at 408-482-7885 (Jim Cramer) or 650-740-8968 (June Klein.)
8. Report any fire extinguisher that has been discharged, has lost pressure, or is out-of-date to Facilities at 650-433-3853 for service.

MEDICAL EMERGENCY

All Personnel

- Call 650-329-2413 (or 9-911 from a campus phone), if the condition requires immediate medical attention.
- If poisoning is suspected, contact the Poison Control Center at 1-800-222-1222.

Staff and Faculty Work Related Injuries

- It is important that all work related injuries be reported immediately. During regular business hours, contact June Klein at 650-433-3849(W) to report injuries and to obtain an authorization for initial medical treatment.

If a work-related injury occurs outside of normal work hours, contact June Klein at 650-433-3849 within one business day.

- If an employee is hospitalized for 24 hours or more (other than for observation), or has an injury that results in a partial or full loss of limb (amputation), or loss of life, contact June Klein at 650-650-740- 8968(C) immediately. The campus must report these injuries to OSHA within 8 hours of the event.

Student Injuries

- If the victim needs immediate medical assistance call 650-329-2413 (or 9-911 from a campus phone). There is no charge for having the paramedics (9-911 from a campus phone) come out and evaluate the victim. All injuries that occur on campus must be reported to June Klein within one business day.

ACTIVE SHOOTER

In response to a report of a shooting, the following is recommended:

1. Get everyone to lie down away from windows. Lock doors and secure in place.
2. Do not evacuate rooms or buildings if you are safely secured unless told to do so by Police or unless it is absolutely clear that it is safe to do so.
3. If you must flee the immediate area of gunfire, run in a zigzag pattern and try to utilize any obstructions between you and the gunfire. Try not to run down a long hallway.
4. Call 650-329-2413 (or 9-911 from a campus phone). Try to remain calm.
5. If you are in an open area, move swiftly away from the sound of gunfire and find a safe cover position. Try to get inside or behind a building.
6. Wait and listen for directions from Police.

VIOLENCE/CRIME IN PROGRESS

1. Do not put yourself at risk.
2. Do not interfere with persons committing the crime or creating the disturbance.
3. If you are the victim of, are involved in, or witness any on-campus violation of the law such as assault, robbery, theft, overt sexual behavior, call Police at 650-329-2413 (or 9-911 from a campus phone) immediately with the following information:
 - Nature of incident
 - Location of incident
 - Description of person(s) involved
 - Location of person(s) involved
 - Your name, location, department and phone number
4. If personal safety allows, try to get a good description of the criminal. Note height, weight, sex, color, approximate age, clothing, method and direction of travel, and name if known.
5. Remain where you are until a police officer arrives.

UTILITY FAILURE

Gas:

1. If you smell gas, and if personal safety allows, turn off the source (?) and evacuate the immediate area.
2. The human nose is extremely sensitive to the odorant placed into natural gas and so it is detectable far below any fire/explosion levels. Therefore, for low-level smells, immediately contact 650-329-2413 (or 9-911 from a campus phone).
3. If gas odor is strong, evacuate the building using the fire alarm pull station and call 650-329-2413 (or 9-911 from a campus phone). Evacuate to your building Emergency Assembly Point.
4. Do not turn on/off any electrical equipment or light switches.

Electrical Outage:

1. Unplug sensitive equipment, if not connected to a surge protector.
2. Check elevators for trapped individuals and call 650-329-2413 (or 9-911 from a campus phone).
3. Stay away from downed power lines.
4. Emergency exit lighting may only stay on for a short time.
5. During an extended power outage, you may have to leave the building and go to your building Emergency Assembly Point.
7. In order to maximize the emergency generator run time and efficiency, please turn off power to non-essential areas (departmental kitchen, copier room, etc.) and equipment (printers, coffee machines, etc.).

Plumbing/Flooding:

1. If personal safety allows, shut off electrical equipment and evacuate area. Do not enter area where live electrical circuits are in contact with water.
2. Do not drink water from any campus system after an earthquake or a flood.
3. Report plumbing breaks to Facilities Management at 650-433-3853, or after business hours to June Klein at 650-740-8968 or Jim Cramer at 408-482-7885.

Heating and Ventilation:

Report air conditioning or heating problems to Facilities at 650-433-3853, or after business hours to Jim Cramer at 408-482-7885.

BOMB THREATS

Bomb threats usually come by telephone and generally are made by individuals who want to create an atmosphere of general anxiety or panic. All bomb threats should be taken seriously.

By Telephone:

1. Take the caller seriously, but remain calm.
2. Ask a lot of questions. Use the checklist below as a guide.
3. Take notes on everything said and on your observations about background noise, voice characteristics.
4. If possible, get someone to call Police while you continue talking to the caller.
5. Call Police at 650-329-2413 (or 9-911 from a campus phone) immediately after the call.
6. Notify your supervisor/department head.
7. Campus Police will determine if evacuation is necessary. If you do evacuate, move to your building Emergency Assembly Point.
8. Do not re-enter the area until instructed to do so.

BOMB THREAT REPORT • Questions to Ask

1. When is the bomb going to explode?
2. What will cause it to explode?
3. Where is it right now?
4. Did you place the bomb?
5. What does it look like?
6. What is your name?
7. What kind of bomb is it?
8. What is your address?

Exact wording of the threat:

Caller's Voice:

• Calm • Nasal • Slow • Raspy • Loud • Angry • Stutter • Excited • Rapid • Deep • Soft • Clearing Throat • Laughter • Normal • Disguised • Distinct • Deep Breathing • Crying • Accent • Slurred • Lisp • Ragged • Cracked Voice • Familiar

If voice is familiar, who did it sound like?

Sex of caller: Age: Length of Call:

Accent: Local, Foreign, Regional (describe)

Number at which call was received:

Time: Date: //

Background Sounds:

- Street Noises • Factory Machinery • Animal Noises • Voices • PA System • Static • Local
- Music • Long Distance • House • Noises • Booth • Motor • Office Machinery
- Other

Threat Language:

- Well Spoken (Educated) • Incoherent • Taped • Foul • Message Read by Threat Maker • Irrational

RATTLESNAKE BITE

Symptoms

- One or two puncture marks
- Pain, tingling or burning at the area of the bite
- Swelling at the area of the bite
- Bruising and discoloration at the site of the bite
- Numbness
- Nausea, weakness and lightheadedness.
- Difficulty breathing

First Aid for Snakebites

(This first aid for snakebites information was provided by the U.S. Food & Drug Administration (FDA) and the American Red Cross)

According to the American Red Cross, these steps should be taken:

1. Wash the bite with clean water and soap.
2. Immobilize the bitten area and keep it lower than the heart.
3. If the bite is on the hand or arm remove any rings, watches or tight clothing.
4. Get medical help immediately.

Most bites don't occur in isolated situations where the victim may be a long distance from medical help. Some medical professionals, along with the American Red Cross, **cautiously** recommend two other measures:

5. If a victim is unable to reach medical care within 30 minutes, a bandage, wrapped two to four inches above the bite, may help slow venom. The bandage should not cut off blood flow from a vein or artery. A good rule of thumb is to make the band loose enough that a finger can slip under it.
6. A suction device may be placed over the bite to help draw venom out of the wound without making cuts. Suction instruments often are included in commercial snakebite kits.

How NOT to Treat a Snakebite

Snakebite first aid methods are not always agreed upon by U.S. medical professionals, but they are nearly unanimous in their views of what NOT to do.

- NO ice or any other type of cooling on the bite. Research has shown this to be potentially harmful.
- NO tourniquets. This cuts blood flow completely and may result in loss of the affected limb.
- NO electric shock. This method is under study and has yet to be proven effective. It could harm the victim.
- NO incisions in the wound. Such measures have not been proven useful and may cause further injury.

Treatment of venomous snakebites is often controversial, even within the medical profession. In all cases contact medical help immediately if treatment is needed. If you need help with a venomous bite or if you have a poisoning emergency, call your Poison Center immediately. **If the victim has collapsed or is not breathing, call 911.** Poison Centers across the country now have a new national emergency phone number - **1-800-222-1222**