Employee Handbook 2019
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Introduction

President’s Message

I would like to personally welcome you to the Life Chiropractic College West family!

We look forward to a productive employment relationship with you. We hope to provide you with an employment opportunity that is challenging, rewarding, and fulfilling.

Please take the time to familiarize yourself with this handbook. Please note that employees who are part of the union should also refer to their Collective Bargaining Agreement (CBA) in regard to their employment. To the extent that there may exist any conflict between the CBA and this handbook, precedence shall be given to the CBA.

Direct any questions to the Human Resources Department. We encourage you to bring to our attention any issue about which you have any question so that we may resolve your concern as quickly and effectively as possible.

Thank you again for your efforts on behalf of Life Chiropractic College West and our students. I look forward to working with you towards our vision of helping to create a brighter future for humanity.

Yours in Life,

Dr. Ron Oberstein
President
Acknowledgment of Receipt of this Personnel Policy Manual

This employee manual is designed to acquaint employees with LCCW and provide information about working conditions, employee benefits, and employment policies.

Acknowledgment of Receipt and Acceptance by Employee

I acknowledge that I have received a copy of the LCCW Employee Handbook. I understand that this handbook summarizes LCCW’s personnel guidelines and that it is furnished to me solely for my information. I acknowledge that I agree to follow the guidelines expressed in the Employee Handbook to the extent that they apply to me.

I also understand that LCCW at any time may modify or rescind any of its policies, benefits, or practices described in the Employee Handbook, with or without prior notice.

I acknowledge that it is my responsibility to read and become familiar with the contents of the Employee Handbook. Should I have any questions, I should speak with the Human Resources Department.

I acknowledge that the following HR documents need to be signed by me and filed in my personnel folder with Human Resources:

- Application for Employment
- Statistics Survey
- Sexual Harassment Policy
- Safety Orientation
- Confidentiality Agreement
- Pre-designation Form
- HRIS Online Confirmation
- Acknowledgment of Receipt and Acceptance by Employee of Employee Handbook
- Anti-Bias/Harassment Statement
- Parking Permit Form
- Request for Transcript (Campus Faculty Only—Not HC)
- ID Request
- Harassment/Retaliation/Discrimination
- Key Request

________________________________________
Date

________________________________________
Signature

________________________________________
Print Name
Life Chiropractic College West Vision

The vision of Life Chiropractic College West is to create a brighter future for humanity.

Life Chiropractic College West Mission

To advance chiropractic through personalized learning, technique and pedagogic excellence, philosophical inquiry, entrepreneurial spirit, and compassionate service.

To lead chiropractic education with cultural authority in the profession, delivering the Doctor of Chiropractic program along with complementary master’s and doctorate programs.

To transform humanity by our service while remaining grounded in the traditional philosophy and principles of chiropractic.

To cultivate a college environment of innovation, collaboration, scholarship, and research and a commitment to give, do, love, and serve from a place of abundance.

Life Chiropractic College West Values

Our values are our lasting purpose, which is to give, to do, to love, to serve from one’s own abundance. Life West has remained true to these values from the time of our inception under the leadership of the founder of the college, Dr. Sid Williams, to today and beyond.

These values are the lasting purpose that the college community adheres to in all of our work. Life West is committed to the traditional principles of chiropractic, to the detection and removal of the vertebral subluxation, and to ensuring that all students graduate prepared for success in practice and as valued leaders in the communities they serve.
**Employment Policies**

**Employee Handbook Statement**

This Employee Handbook summarizes various employment-related policies, procedures, and benefits for Life Chiropractic College West (LCCW) and is for informational purposes only. This handbook is not intended to be a contract. The Employee Handbook is maintained by the Human Resources Department. Changes and additions to this handbook and the policies may be made from time to time at LCCW’s discretion. Employees will receive notification when changes to the handbook occur and are expected to execute a new Acknowledgment form with each revision. It is the employee’s responsibility to read and abide by those changes. An updated hard copy is available in the Human Resources Department and the LCCW Library. If you have any questions after reading this handbook, please do not hesitate to discuss them with your supervisor or the Human Resources Department.

**At-Will Employment**

Your employment with LCCW is entered into voluntarily by both you and LCCW. An employee is free to terminate employment with LCCW at any time, with or without reason, and LCCW has the right to terminate any employee’s employment at any time, with or without reason. This relationship does not change after your introductory period has been completed or you move from a part-time to a full-time or regular employment status. Although LCCW may choose to terminate employment for cause, cause is not required. This is called “at-will” employment.

No one other than the President of LCCW can enter into an agreement for employment for a specified period of time (e.g., an annual faculty contract or a re-appointment letter) or make any agreement contrary to the policy of at-will employment. Furthermore, any such agreement must be in writing and signed by the President or their designee.

The policies and rules contained in this handbook are binding upon all employees. While employment may be terminated with or without cause, a violation of any of the policies and rules may result in disciplinary action, up to and including termination of employment. The failure to discipline an employee for a violation of any of these policies and rules shall not preclude LCCW from disciplining any employee for any other or future violation, nor shall such failure to discipline reduce the severity of discipline for any other or future violation.

This handbook is not contractual. An employment contract will prevail in the event there is a contradiction between this handbook and the contract.

**Equal Opportunity Employment and ADA**

LCCW is committed to recruiting, hiring, and maintaining a diverse workforce. LCCW does not discriminate in its employment decisions on the basis of race, religion, color, national origin, gender, gender identity, sexual orientation, age, disability, marital status, genetic characteristics, pregnancy, childbirth, breastfeeding and related medical conditions, military, veteran, or on any other basis that would be in violation of any applicable federal, state, or local law.
LCCW will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or of the employee unless undue hardship would result or fail to mitigate a substantial risk of harm to the employee or others. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact their supervisor. The applicant or employee should advise LCCW on what accommodations they believe are needed in order to perform the job. Together with the applicant or employee, LCCW will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose undue hardship upon LCCW, LCCW will make the accommodation.

LCCW also reserves its right to require an employee to undergo a fitness-for-duty medical examination at LCCW’s expense if LCCW believes or suspects that the employee may not be able to perform the essential duties of the job or may not be able to perform the essential duties of the job without risk of harm to themselves or to others. In such an instance, LCCW will advise the employee, in writing, of the need for the examination.

If you have questions about your rights or responsibilities under the ADA, please contact the Human Resources Department.

**Employment of Relatives**

The employment of relatives at LCCW may cause serious conflicts of interest and favoritism and impact employee morale. Relatives are defined as a spouse or common-law spouse, registered domestic partner, mother, father, sister, brother, child, stepmother, stepfather, stepsister, stepbrother, stepchild, niece, nephew, cousin, uncle, aunt, grandparent, grandchild, and in-laws within these categories.

Relatives of persons currently employed by LCCW may be hired only if they will not be in the same department or in a supervisory or subordinate situation. LCCW employees cannot be transferred into such a supervisory or subordinate relationship. Employees who marry or become related by marriage while working at LCCW may continue their employment if they do not work in a direct supervisory relationship or otherwise present problems in supervision, safety, security, or morale.

If relatives are employed at LCCW, they will not initiate, participate in, or exercise any influence over departmental or institutional decisions involving a direct benefit to a relative, a colleague, or a student under their supervision. The relatives will not participate or be present jointly or in any way collaborate or have influence in any college committees or decisions. Such benefits or influence include, but are not limited to, student disciplinary action, student grading, student attendance or other student issues, employment and hiring, retention, promotion, compensation, leave of absence, or grievance procedure.

For the exception of relatives seeking to be hired or for any exceptions to this policy, prior written approval must be given by the President. The relatives must sign this policy as part of their employment agreement to agree that they will avoid at all times any conflict of interest regarding any actions involving employees or students of LCCW. If relatives are already employed at LCCW at the time of this Policy Amendment or become related by marriage while working at LCCW, they must sign this policy with any exception agreed to by the President as part of their employment agreement.

**Employment Eligibility Verification (Homeland Security Requirements)**
The Immigration Reform and Control Act (IRCA) of 1986 requires employers to hire only those individuals who are authorized to work in the United States. Pursuant to this law, LCCW commits to employing individuals who have legal authorization to work in the United States. All offers of employment are conditioned upon the receipt of satisfactory evidence of the prospective employee’s identity and legal authority to work in the United States. LCCW does not unlawfully discriminate on the basis of citizenship or national origin.

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

**Onboarding Orientation Requirements**

All new hires are required to attend the New Hire orientation that introduces them to the organizational structure and culture of the college. They are also required to attend the first three classes of the course entitled “Communication of Chiropractic Philosophy” to gain insight into LCCW’s philosophy and to better understand the work undertaken by the Chiropractic profession.

**Employee Trainings**

- All new hires are required to watch the following video trainings provided by LawRoom:
  - Diversity: Inclusion in the Modern Workplace
  - Harassment & Discrimination Prevention
  - HIPAA Basics
  - FERPA Basics

- All faculty, managers, and staff are required to attend annual Title IX and Harassment Prevention trainings mandated and provided by the college.
- All managers, Faculty Chairs, and staff are required to attend trainings on Reviewsnap, the online performance management system used by the college.
- All managers are required to attend quarterly managerial trainings on relevant topics.
- All faculty, managers, and staff may take other software trainings as needed for professional development.

**FERPA**

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records, including academic and personal information. The law applies to LCCW as a condition for receiving federal funds and participation in the federal financial aid program administered by the U.S. Department of Education (USDOE).

Under FERPA, all employees have a responsibility to protect the confidentiality of students’ personal information and records. Employees must complete training on FERPA prior to accessing student data. This training will be documented in your employee record. Violation of this policy will lead to disciplinary action, up to and including termination of employment.
Life West Staff Service Policy

Objectives

Life West's vision is to create a brighter future for humanity. To help us progress in this direction, our strategic plan includes an initiative to develop a culture of compassionate service within and outside the college and make this a hallmark of the student and community experience. As a community there are many powerful ways to serve and make a difference.

To facilitate staff service, the college encourages employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within these communities and create a brighter future for them.

In joining together as staff and management groups to serve, we will also improve our understanding of one another and become more cohesive and engaged in our daily work lives.

501(c)(3)

These guidelines are for Life West employees who serve as volunteers in 501(c)(3) non-profit community outreach programs that are either of personal interest or college-facilitated initiatives.

Volunteer Programs

Employees can take up to four hours of paid time off each quarter to participate in a specific volunteer program. The Human Resources Office will maintain a spreadsheet of volunteer programs that fit the description of eligible service organizations available to departments. If a department wishes to engage in a 501(c)(3) of their choice, this program must be registered with the Human Resources Office and meet the relevant criteria.

Volunteer Time

Employees can take up to four hours of paid time off per quarter to participate in the volunteer program. This must be taken as a group, either with their own department members or in partnership with other departments and their members.

The manager of each department must request volunteer time in advance from the Human Resources Office who will log it on the spreadsheet. Volunteer time should not conflict with peak work schedules and other work-related responsibilities, create the need for overtime, or cause conflicts with other employees’ or departments' schedules.

The four hours of paid time off for service per quarter will be tracked for each employee in the time and attendance module in Paycom. Employees will be responsible for entering their paid time off for service in the time and attendance module. Travel and any additional costs will not be covered by the college and will be at the employee's expense.

Eligibility

All full-time staff employees are eligible. Faculty service hours are allocated as per the CBA and are not included in this policy. Health Center employees must ensure that the Health Center remains fully staffed during business hours and should discuss this with the Vice President of
Clinical Operations and the Health Center managers prior to arranging their four hours of paid time off each quarter to participate in a specific volunteer program.

Assessment

All volunteer service in 501(c)(3) non-profit community programs will be assessed as part of the college strategic initiative to develop a culture of service within and outside the college. The method of assessment will be facilitated by the Human Resources Office and will resemble the assessment used for student intern service trips. If the assessment is not completed in the allocated time, paid time off will be withdrawn and taken from the employee's vacation or personal allocation.

Lactation Accommodation Policy

LCCW will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s infant child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid.

LCCW will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee’s private office if applicable. LCCW may not be able to provide additional break time if doing so would seriously disrupt LCCW’s operations. Please speak to Human Resources if you have questions regarding this policy.

Vaccination Policy

Life Chiropractic College West does not require vaccinations for students, faculty, or staff as part of their application, matriculation, or employment at the college.

More information about vaccination requirements in California is available at the National Vaccine Information Center:

https://www.nvic.org/Vaccine-Laws/state-vaccine-requirements/california.aspx

The United States government may require certain immunizations, inoculations, and/or vaccinations as a requirement for permanent residency or student visa status. Individuals seeking residency or student visa status should contact the State Department for additional information.

College Code of Ethics

LCCW conducts its business in compliance with all applicable laws and regulations. All employees are expected to act in accordance with the highest standards of business ethics as set forth in this policy, both on and off LCCW premises, and to avoid any appearance of impropriety. It is crucial that all employees observe all applicable laws and regulations while conducting business on LCCW’s behalf. LCCW’s requirements and procedures will be interpreted and applied, consistent with applicable federal, state, or local laws.

Employees may not engage in any of the following activities while dealing with students, other employees, patients, and suppliers:
• Attempt to influence the purchase of LCCW’s services or obtain special favors by making payments to or giving consideration to customers or others.
• Furnish gifts and entertainment at LCCW’s expense or for LCCW’s benefit unless they meet all of the following criteria:
  - The value is $50.00 or less.
  - No applicable law, regulation, or accepted ethical standard (including the LCCW Conflict of Interest policy) is violated.
  - Obtain specific records for LCCW to show that these limits and criteria are not exceeded.
• Solicit or accept any payments, fees, or consideration from a supplier or vendor that does business with LCCW.

Conflict of Interest

LCCW employees must avoid any activity, agreement, business investment, or interest that could be in conflict with LCCW’s interests or that could interfere with the employee’s duty and ability to best serve LCCW. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee, his or her immediate family, or a relative as a result of a LCCW business dealing or transaction. Prohibited activities include but are not limited to

• owning, operating, or being employed as an employee or consultant by any business that competes, directly or indirectly, with LCCW;
• having a direct or indirect financial relationship with a competitor, student, faculty member, or supplier. However, no conflict will exist in the case of ownership of less than one (1) percentage of the publicly traded stock of a corporation;
• engaging in any other employment or personal activity during your LCCW work hours or using LCCW’s supplies or equipment in other employment;
• using LCCW’s name or logo for personal purposes unrelated to authorized college business;
• using LCCW’s stationery, supplies, equipment, or other property for personal purposes. This policy includes, but is not limited to, the personal use of LCCW’s computers, telephones (including cellular telephones), fax machines, postage and postage meters, vehicles, audiovisual machines, office machines, and supplies of any kind;
• soliciting LCCW students, employees, suppliers, vendors, or patients to purchase goods or services of any kind for non-LCCW purposes or to make contributions to any organizations or in support of any causes in the name or on behalf of LCCW. This restriction is not applicable to employees engaging in concerted activities for the purpose of collective bargaining or other mutual aid or protection not in the name or on behalf of LCCW;
• soliciting or entering into any business or financial transaction with a LCCW employee whom you supervise, either directly or indirectly. This restriction applies to all such transactions, however small, including but not limited to
  - hiring a subordinate to perform personal services;
  - soliciting a subordinate to participate in an investment of any kind;
  - soliciting a student to participate in any investment of any kind;
  - selling the products or services of other companies to faculty, staff, and students
while working as a LCCW employee, other than those activities permitted by law.

The purpose of these guidelines is to provide for the general disclosure and management of actual or potential conflicts of interest by the implementation of safeguards to ensure fairness, ethical conduct, and acceptable standards of operation. Employees may seek further clarification on all matters of conflict of interest from the Human Resources Department.

Failure to inform a supervisor or other manager of LCCW of any actual or potential conflict of interest may result in disciplinary action, up to and including termination.

**Confidential Information and Non-disclosure**

During employment with LCCW, the employee will have access to certain information used by the Board of Regents to conduct LCCW business. This information may be proprietary to, about, or created by LCCW; give LCCW some competitive business advantage or the opportunity of obtaining such advantage, the disclosure of which could be detrimental to the interests of LCCW; and is designated as confidential information or trade secrets by LCCW or under all the relevant circumstances should reasonably be assumed to be confidential, private, or proprietary to LCCW.

Such confidential information includes but is not limited to the following types of information and other information of a similar nature (whether or not in writing or designated as confidential):

- LCCW’s internal financial information;
- Internal services and operational manuals, timesheets, and computer files (including but not limited to e-mails and Microsoft Word and Excel files) and the manner and methods of conducting LCCW’s operations (including but not limited to all forms, manuals, and training materials);
- Marketing and development plans, future plans, and potential strategies of LCCW that have been or are being discussed internally and are not communicated to non-LCCW personnel;
- Plans and efforts to seek and preserve accreditation by certain agencies and/or commissions;
- Information from LCCW’s database.

All such confidential information is proprietary to LCCW and is a special, valuable, and unique asset of the business and operations of LCCW. The employee giving service creates a relationship of confidence and trust between LCCW and the employee with respect to the confidential information. In recognition thereof, the employee agrees that during the period in which they are serving as an employee of LCCW or at any time after their employment with LCCW ends,

- they will not at any time disclose directly or indirectly to any person or entity or use for their own benefit any such confidential information;
- they will restrict the disclosure of such confidential information to those LCCW employees, attorneys, consultants, and contractors with a need to know to perform services on behalf of LCCW and who have agreed to be bound by similar confidentiality restrictions;
- they will take all reasonable precautions to prevent the inadvertent disclosure of such confidential information;
- they will not at any time use, copy, or transfer such confidential information other than as strictly necessary to perform services on behalf of LCCW;
- they will take all reasonable precautions to prevent the inadvertent use, copying, or transfer of
such confidential information.

The employee agrees not to use any confidential information for any purpose except to perform their assigned job duties. They agree not to disclose any confidential information to third parties or other LCCW employees, except to those employees who are required to have the information in connection with the performance of their job duties and have signed a “Confidential Information and Non-Disclosure Agreement,” which is at least as protective as the provisions hereof, prior to any disclosure of confidential information to such employees. If the employee has any questions regarding their confidentiality obligations to LCCW, they will direct them to the Human Resources Department.

This confidentiality provision does not apply to information that (1) was already rightfully known to the employee prior to the time that it is disclosed to them; (2) is in or has entered the public domain through no breach of this policy or other wrongful act; or (3) has been rightfully received by the employee from a third party who is not under obligation of confidentiality to LCCW.

All documents, including but not limited to forms, notebooks, notes, memoranda, records, diagrams, timesheets, bulletins, reports, computer programs, training materials, and files (including but not limited to e-mails), which reference or contain confidential information of any kind coming into the employee’s possession or kept by them in connection with their employment with LCCW, are the exclusive property of LCCW. The employee will return to LCCW all such documents and other materials (including but not limited to electronic files, computer disks, e-mail messages, employee and client names and lists stored on any database or on websites or social networking accounts that were developed in connection with and/or as a result of the employee’s employment with LCCW, and log-in credentials for those accounts) upon termination of their employment, whether or not for cause and whatever the reason, or at any time LCCW may so request unless specific written consent is obtained from an officer of LCCW to retain any such record. At LCCW’s request, the employee will certify the deletion of any records referencing or containing confidential information in their possession that they obtained in connection with and/or as a result of their employment. The employee understands that all such records, whether developed by the employee or others, are and will remain the property of LCCW. The employee is required to sign a separate agreement as part of their employment, which covers all items in this confidentiality and non-disclosure policy.

Social Security Number Privacy

Officers and employees are permitted to access and use certain personal information, such as Social Security Numbers, only as necessary and appropriate for such persons to carry out their assigned tasks for LCCW and in accordance with LCCW policy.

The unauthorized access, viewing, use, disclosure, or the intentional public display of such information and the unauthorized removal of documents from LCCW premises that contain social security number information are prohibited and can result in discipline, up to and including termination of employment. If you come into contact with Social Security Numbers or other sensitive personal information without authorization from LCCW or under circumstances outside of your assigned tasks, you may not use or disclose the information further but must contact your supervisor and turn over to them all copies of the information in whatever form.

When necessary, documents containing social security information will be properly destroyed through shredding or other means prior to disposal to ensure confidential social security information is not disclosed.
For more information about whether and under what circumstances you may have access to this information, review your job description or contact your supervisor. For more information about LCCW’s requirements for the confidentiality, security, and protection of Social Security Numbers and other Personal Identity Information, read the Personal Identity Information (PII) Security, Notification, and Confidentiality Policy included in Appendix A in this handbook.

Security Inspections

LCCW wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, LCCW prohibits the possession, transfer, sale, or use of such materials on its premises. LCCW requires the cooperation of all employees in administering this policy.

While on LCCW premises, employees have no expectation of privacy in their belongings or in workplace areas that include but are not limited to offices, cubicles, work locations, college-provided or designated parking areas, desks, computers, lockers, rest or eating areas, vehicles engaged in college operations, and any personal belongings on or in any of the above.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of LCCW. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of LCCW at any time, either with or without prior notice. LCCW likewise wishes to discourage theft or unauthorized possession of the property of employees, LCCW, visitors, and customers. To facilitate enforcement of this policy, LCCW or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto LCCW premises.

College Property and Resources

Disposition and Inspection

LCCW provides various property, resources, and areas for you to use at the college’s expense. These include but are not limited to desks, offices, lockers, file cabinets, business machines (e.g., computers, printers, copiers, telephones, cell phones, etc.), office equipment, college credit cards, office supplies, postage and express mail service, Internet access, long-distance telephone service, and college personnel. These items, areas, and resources are provided to assist you in performing your work and should be used for business purposes only. Any equipment or property issued to you must be returned upon college request or at the time of termination of the employment relationship. All property remains the sole property of LCCW, and the college reserves the right to open, inspect, copy, remove, or otherwise generally have access to such property. Such an inspection can occur at any time without advance notice or consent. Please refer to the college’s Security Inspections and Workplace Monitoring policies for additional information.

Personal Property

In addition, you may bring to work various personal items for your own convenience such as lunch boxes, bags, purses, briefcases, vehicles, and other property appropriate to your work environment. LCCW reserves the right to open, inspect, remove, or otherwise generally have access to any property on college premises at any time without advance notice. Please refer to the college’s Security
Inspections and Workplace Monitoring policies for additional information. Any personal property that you do not wish to have subject to an inspection should not be brought to work. LCCW is not responsible for any personal items brought on college property that are lost, damaged, stolen, or destroyed.

**Solicitation**

In an effort to ensure a productive and harmonious work environment, persons not employed by LCCW may not solicit or distribute literature in the workplace at any time for any purpose. This prohibition does not include College-sponsored activities and events, including but not limited to approved student solicitations.

LCCW recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) LCCW employees may not distribute literature at any time for any purpose in working areas, nor may they solicit or distribute literature to employees that are actively engaged in working time activities.

In addition, the posting of written solicitations on college bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

1. postings required by law;
2. employee announcements;
3. payday notice;
4. Workers’ Compensation insurance information;
5. State disability insurance/unemployment insurance information.

If employees have a message of interest to the workplace, they may submit it to the Office of Institutional Marketing and Advancement for placement in various mediums or posting on approved bulletin boards.

**Gender-based Misconduct and Sexual Violence Policy**

**Title IX of the Education Amendments of 1972:**

“No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.”

Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex in any federally-funded education program or activity. Title IX promotes equity in academic programs and other activities, preventing hostile environments on the basis of sex, preventing sexual misconduct, and preventing discrimination against pregnant and parenting students. Life West upholds a zero-tolerance policy for gender-based discrimination and sexual misconduct and does not discriminate on the basis of sex in its educational programs or activities. Sexual misconduct includes non-consensual sexual
intercourse, non-consensual sexual contact, sexual exploitation, interpersonal/relationship violence, sex/gender-based stalking, and sexual harassment. Gender-based discrimination and sexual misconduct can occur between people of different sexes or genders or of the same sex or gender.

Gender-based discrimination includes sexual harassment, sexual assault (non-consensual sexual contact and non-consensual sexual intercourse), and sexual exploitation. Gender-based discrimination includes violent actions, discrimination, hazing, bullying, domestic violence, dating violence, and stalking when such behaviors are perpetrated because of one’s gender. Members of the college community, guests, and visitors have the right to be free from sexual and gender-based misconduct, and the college prohibits such behavior. All members of the campus community are expected to conduct themselves in a manner that does not infringe upon the rights of others. This policy applies to all Life West students.

Physical violence, assault, battery, sexual violence, dating violence, domestic violence, and stalking are all crimes and are covered under California statutes and can be reported to law enforcement. While the college utilizes different standards and definitions than the California Code, sexual misconduct often overlaps with the crimes of rape, sexual assault, sexual harassment, stalking, dating violence, and domestic violence. Federal laws, specifically Title IX and the Clery Act that mandates the contents of this policy, also protect victims of these behaviors.

If a student is accused of sexual misconduct, other gender-based violence, sexual assault, sexual harassment, stalking, dating violence, or domestic violence, they are subject to action in accordance with the Disciplinary Policies and Procedures and the College Catalog. If a faculty member or staff member is accused of sexual misconduct, other gender-based violence, sexual assault, sexual harassment, stalking, dating violence, or domestic violence, they are subject to action in accordance with the Employee Handbook.

The college treats all forms of sexual violence and gender-based discrimination very seriously and has a network of resources on and off campus to assist victims in obtaining medical treatment, counseling, advocacy services, and other assistance. When a student, faculty member, or staff member reports an incident of sexual misconduct or sexual violence, whether the offense occurred on or off campus, the college will provide the person with a written explanation of the options, resources, and support services available on and off campus.

Sexual Violence Prevention and Response

Life West seeks to provide a consistent, caring, and timely response when sexual and gender-based misconduct occurs within the college community. The college requires faculty and staff to undertake sexual harassment training every two years including training on the California State definitions of domestic violence, dating violence, sexual assault, stalking, and consent in reference to sexual activity.

Resources On and Off Campus

If you are the victim of sexual violence, your personal safety is most important. You are encouraged to go to a safe place if you are in some place where you do not feel comfortable. If or when you are comfortable, share what has occurred with someone you trust. Sharing as much specific information as you can remember, along with any physical evidence, with this individual may help in the event that you decide you want to report the incident to college staff and/or the police.

HELP IS AVAILABLE WHETHER OR NOT YOU CHOOSE TO REPORT A SEXUAL VIOLENCE INCIDENT.
Students wishing to seek confidential assistance may do so by speaking with professionals who have the privilege of maintaining confidentiality except in extreme cases of immediacy of threat or abuse of a minor. Confidential resources include on- and off-campus mental health counselors, health service providers, local rape crisis counselors, domestic violence resources, and members of the clergy and chaplains. The Life West on-campus counselor is Lori Pino, Academic Counselor. Please contact her at

The Office of Academic Affairs, Room 105B
Life Chiropractic College West
25001 Industrial Blvd.
Hayward, CA 94545
lpino@lifewest.edu
(510) 780-4500, ext. 2061

For 24-hour confidential support, please contact the following centers:

- *Alameda County Highland Hospital Sexual Assault Center (Oakland)
  24/7 Crisis Line: 510-534-9290 or 9291
  http://oaklandwiki.org/Alameda_County/Sexual_Assault_Center

- *San Francisco General Hospital Trauma Recovery Center/Rape Treatment Center
  Non-24/7 Crisis Line: 415-437-3000
  www.traumarecoverycenter.org

- Bay Area Women Against Rape (BAWAR) (Oakland)
  24/7 Crisis Line (English/Spanish): 510-845-RAPE (7273)
  http://www.bawar.org/get-help-for-yourself/

- San Francisco Women Against Rape (SFWAR) (San Francisco)
  24/7 Crisis Line: 415-647-7273
  http://www.sfwar.org/

- A Safe Place (Oakland)
  24/7 Crisis Line: 510-536-SAFE (7233)
  http://www.asafeplacelvedvs.org/

- National Suicide Prevention Hotline
  24/7 Crisis Line: 1-800-273-8255

- East Bay Kaiser Permanente
  Oakland Medical Center
  Spirituality Services
  Non-24/7 Line: 510-752-6281

*This Emergency Department is where you should go within 72 hours for a medical forensic exam.

**Reporting Resources and Process**

Anyone with knowledge about sexual misconduct, gender-based violence, or the crimes of rape, sexual assault, sexual harassment, stalking, dating violence, or domestic violence is encouraged to report it immediately to the Executive Vice President (Dr. Anatole Bogatski: abogatski@lifewest.edu) and the Title IX Coordinator (Sunita Ranadive: sranadive@lifewest.edu). Reports may also be made to any of the following personnel on campus:
The college considers these people to be “responsible employees.” Notice to them is official notice to the college. The reporting party will be provided with written information regarding their options including the choice to report to law enforcement and available medical and mental health treatment options. Anonymous reports can also be made to LCCW responsible employees. The Title IX Coordinator will review the report and determine whether there is adequate information to initiate an investigation.

Reporting an incident to the college means that only people who need to know will be told, and information will be shared only as necessary with investigators, witnesses, and the accused individual. The college has a duty to immediately investigate a complaint of sexual harassment, sexual assault, dating violence, domestic violence, stalking, and sexual exploitation even if the reporting party asks that it not do so. In deciding how to proceed, the college will weigh the request for confidentiality against the following factors: the seriousness of the alleged discrimination, harassment, or sexual misconduct; any potential threats to community safety; the respective ages and positions of the complainant and the respondent; whether there have been other discrimination and harassment complaints against the respondent; and the respondent’s right to receive information under applicable federal and state laws and regulations.

Protective measures for victims are available from the college whether or not the victim chooses to report to local and/or campus law enforcement and irrespective of whether the victim pursues a formal complaint through the college resolution process. Protective measures may include such actions as interim suspensions and/or no contact orders such as in cases where the accused person’s behavior represents a risk of violence, threat, pattern, or predation.

Both Title IX and the Clery Act provide protections for whistleblowers who bring allegations of non-compliance with the Clery Act and/or Title IX to the attention of appropriate campus administrators. The college does not retaliate against those who raise concerns of non-compliance. Any concerns should be brought to the immediate attention of the campus Equal Employment Opportunity (EEO) and Title IX Coordinator, Sunita Ranadive, and/or to officials of the U.S. Department of Education.

EEO and Title IX Coordinator
The EEO and Title IX Coordinator oversees the college's affirmative action programs and monitors compliance with policies and laws that ensure equal opportunity for students, faculty, and staff. The EEO and Title IX Coordinator is ultimately responsible for ensuring that in all cases the behavior is brought to an end, the college acts to reasonably prevent its recurrence, and the effects on the victim and the community are remedied. The EEO and Title IX Coordinator is also responsible for ensuring that training is conducted annually for all advocates, investigators, hearing officers, panelists, and appeals officers. Training will encompass a hearing process that protects the safety of victims and promotes accountability. Training will focus on sexual misconduct, domestic violence, dating violence, sexual assault, stalking, sexual harassment, retaliation, and other behaviors that can be forms of sex or gender discrimination covered by Title IX and the Clery Act. Training will help those decision-makers in the process of protecting the safety of victims and promoting accountability for those who commit offenses.

Campus Safety Services

You should contact the Campus Facilities Department or the on-site Security Officer to report an emergency or crime or request assistance. You can make a report 24 hours a day, 365 days a year by calling 510-456-6239. You are not required to file an incident report with the Campus Facilities Department or file a criminal report with law enforcement in order to access resources and support services on or off campus.

Criminal Report of Sexual Violence

You may also report an incident of sexual assault, dating violence, domestic violence, stalking, and sexual exploitation to the Hayward Police Department by calling (510) 293-7000 or to the local law enforcement agency where the incident occurred. The Campus Facilities Department can assist a victim in making the report to law enforcement. Victims have the option to notify law enforcement directly or to be assisted in doing so by campus authorities. An officer can meet with you at the police station or somewhere on campus.
Life West must notify local law enforcement when sexual violence is reported to the college, typically without providing any personally identifiable information about the incident unless the victim wishes that information to be shared or an emergency requires disclosure. College proceedings may be carried out prior to, simultaneously with, or following civil or criminal proceedings off campus. The complainant may also choose not to pursue criminal action, and under most circumstances law enforcement will not force the complainant to pursue charges if the complainant is not willing to do so.

At the request of law enforcement, the college may agree to delay its investigation until after the initial stages of a criminal investigation. The college will promptly resume its fact-gathering as soon as it is informed that law enforcement has completed its initial investigation. The college’s policy, definitions, and burden of proof use a preponderance of evidence standard that is different from California criminal law. Neither law enforcement’s determination of whether to prosecute a respondent nor the outcome of any criminal proceeding determines whether a violation of the college’s policy has occurred.

Office of Student Life

Reports may also be made to the Office of Student Life concerning incidents involving students. The OSL serves as a resource for students in all areas of campus life and supports extracurricular activities including communication with Student Council. The OSL can assist students (both students filing complaints and accused students) by informing them of their rights and providing information about on- and off-campus resources and reporting options. Students can also choose to request assistance with living accommodations. Academic accommodations should be requested through the Office of Academic Affairs.

Human Resources Office

The Human Resources Office serves as a resource to employees by assisting the college community in developing and maintaining a positive work environment and by preventing and resolving problems that arise out of or affect work situations.

Campus Sexual Assault Victim’s Bill of Rights

The Campus Sexual Assault Victims’ Bill of Rights exists as part of the campus security reporting requirements, commonly known as the Jeanne Clery Act. In connection with reporting sexual misconduct including sexual assault, the complainant/victim has the following rights:

- They shall be notified of their options to notify law enforcement and be assisted in notifying such authorities if they so choose;
- They have the right to decline to speak with local law enforcement should such authorities be notified;
- They have the right to information about existing on- and off-campus counseling, mental health, medical, or other services;
- They have the right to options for and available assistance in changing academic, living, transportation, and working situations and to other interim measures;
- The complainant and the accused are entitled to the same opportunities to have others present during a disciplinary proceeding including the opportunity to be accompanied to any related meeting or proceeding by an advisor of their choice;
• Both the complainant and the accused shall be simultaneously informed, in writing, of the following:

- the applicable policy and procedures for complaint investigations;
- the outcome of any disciplinary proceeding that arises from an allegation of domestic violence, dating violence, sexual assault, or stalking;
- the procedures for the accused and the victim to appeal the results of the disciplinary proceeding;
- any change in the results before they become final;
- when the results become final.

Important Information if You are a Victim of Sexual Violence

If you are a victim of sexual misconduct, gender-based violence, or the crimes of rape, acquaintance rape, sexual assault, sexual harassment, stalking, dating violence, or domestic violence, some or all of the following safety suggestions may guide you after an incident has occurred:

1. Go to a safe place and speak with someone you trust. Tell this person what happened. If there is any immediate danger, dial 911 or contact the campus Security Officer at (510) 456-6239.
2. Consider securing immediate professional support (e.g., counseling, victim advocacy, and medical services) to assist you in the crisis.
3. If you are on campus during regular business hours, you may go to the Counseling Office, Human Resources Office, and Office of Student Life for support and guidance. These are confidential resources. After regular business hours or in any situation, local resources are also available and may be able to provide confidential assistance. (See the “Resources On and Off Campus” section on pages 13-14).
4. For your safety and well-being, immediate medical attention is encouraged. Seeking a medical forensic exam, ideally within 72 hours, is important in the case of rape or sexual assault. It is also important to note that the exam should be conducted at a hospital in the county where the rape/sexual assault occurred. Generally, there is no charge for the exam. An exam typically takes about three hours. The victim can also receive free STD testing, free antibiotic medications to prevent STDs, emergency contraception, and referrals to other resources that may be of benefit.

Preserve evidence following an incident of sexual assault, dating violence, domestic violence, or stalking:

1. If an incident of sexual assault, dating violence, domestic violence, or stalking occurs, it is important to preserve evidence to aid in the possibility of obtaining a successful criminal prosecution or a protection order.
2. In cases of sexual assault, avoid washing, douching, using the toilet, or changing clothing prior to a medical exam.
3. Any clothing removed should be placed in a paper bag.
4. Evidence of violence, such as bruising or other visible injuries, should be documented including through photographic evidence.
5. Evidence of stalking including any communication, such as written notes, voice mail, social media postings, or other electronic communications, should be saved and not altered in any way.
6. Typically, if the police are involved or will be involved, they will obtain evidence from the scene, and it is best to leave things undisturbed until their arrival. They will gather bedding,
linens, unlaundered clothing, and any other pertinent articles that may be used as evidence. It is best to allow the police to secure items in evidence containers, but if you are involved in the transmission of items of evidence, such as to the hospital, secure them in a clean paper bag or clean sheet to avoid contamination.

7. If you have physical injuries, photograph or have them photographed with a date stamp on the photo.

8. Record the names of any witnesses and their contact information. This information may be helpful as proof of a crime, to obtain an order of protection, or to offer proof of a campus policy violation.

9. Try to memorize details (e.g., physical description, names, license plate number, and car description), or even better write notes to remind you of details if you have time and the ability to do so.

10. If you obtain external orders of protection (e.g., restraining orders, injunctions, or protection from abuse), notify the Campus Facilities Department so that those orders can be followed on campus.

11. Even after the immediate crisis has passed, consider seeking support from the college counseling services or the local YWCA Rape Crisis Center.

12. Contact the EEO and Title IX Coordinator if you need assistance with concerns such as no-contact orders or other protective measures. The college is able to offer you reasonable academic support, changes to living arrangements, transportation resources or modifications, escorts, no contact orders, access to counseling services, and other support and resources as needed.

Definitions

**The Violence Against Women Act Definitions**

**Sexual assault** is any sexual act directed against another person, forcibly and/or against that person’s will or not forcibly or against that person’s will, where the victim is incapable of giving consent. Sexual assault includes incest and statutory rape.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim.

**Dating violence** is violence committed by a person who is or has been in a romantic or intimate relationship with the victim.

**Stalking** is engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

**State Of California Definitions**

**Rape** is an act of sexual intercourse accomplished with a person who is not the spouse of the perpetrator under any of the following circumstances:

1. where a person is incapable, because of a mental disorder or developmental or physical disability, of giving legal consent, and this is known or reasonably should be known to the person committing the act;

2. where it is accomplished against a person’s will by means of force, violence, duress, menace, or fear of immediate and unlawful bodily injury to that person or another;
3. where a person is prevented from resisting by means of any intoxicating or anesthetic substance or any controlled substance, and this condition was known or reasonably should have been known by the accused;
4. where a person is at the time unconscious of the nature of the act, and this is known to the accused;
5. where a person submits under the belief that the person committing the act is someone known to the victim other than the accused, and this belief is induced by any artifice, pretense, or concealment practiced by the accused with the intent to induce the belief;
6. where the perpetrator accomplishes the act against the victim’s will by threatening to retaliate in the future against the victim or any other person, and there is a reasonable possibility that the perpetrator will execute the threat;
7. where the perpetrator accomplishes the act against the victim’s will by threatening to use the authority of a public official to incarcerate, arrest, or deport the victim or another person, and the victim holds the reasonable belief that the perpetrator is a public official.

Any sexual penetration, however slight, is sufficient to complete the crime.

The use of force, fear, or threats to accomplish sexual intercourse against the will of the assailant’s spouse is known as the “spousal rape law.”

Other sexual offenses include the following:

- sodomy (forced anal intercourse);
- oral copulation (forced oral-genital contact);
- rape by a foreign object (forced penetration by a foreign object including a finger);
- sexual battery (the unwanted touching of an intimate part of another person for the purpose of sexual arousal).

The State of California definition of sexual consent is defined as affirmative consent. Affirmative consent means the affirmative, conscious, and voluntary agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that they have the affirmative consent of the other person or persons to engage in sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved or the fact of past sexual relations between them should never by itself be assumed to be an indicator of consent.

The State of California definition of stalking is when any person willfully, maliciously, and repeatedly follows or willfully and maliciously harasses another person and makes a credible threat with the intent to place that person in reasonable fear for their safety or the safety of their immediate family.

The State of California definition of domestic violence is abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.

California Hate Crime Definitions

As defined by the California Penal Code, §§ 422.55, 422.6, a hate crime is a criminal act committed in whole or in part because of one or more of the following actual or perceived characteristics of the victim:
• disability;
• gender;
• nationality;
• race or ethnicity;
• religion;
• sexual orientation;
• association with a person or group with one or more of these actual or perceived characteristics.

Hate Crime Categories of Bias under the Clery Act

• **Race** – a preformed negative attitude toward a group of persons who possess common physical characteristics genetically transmitted by descent and heredity that distinguish them as a distinct division of humankind;
• **Gender** – a preformed negative opinion or attitude toward a group of persons because those persons are male or female;
• **Gender Identity** – a preformed negative opinion or attitude toward a person or group of persons based on their actual or perceived gender identity, e.g., bias against transgender or gender-nonconforming individuals;
• **Religion** – a preformed negative opinion or attitude toward a group of persons who share the same religious beliefs regarding the origin and purpose of the universe and the existence or nonexistence of a supreme being;
• **Sexual Orientation** – a preformed negative opinion or attitude toward a group of persons based on their sexual attraction toward and responsiveness to members of their own sex or members of the opposite sex;
• **Ethnicity** – a preformed negative opinion or attitude toward a group of people who identify with one another through common heritage (common language, common culture, and/or an ideology that stresses common ancestry);
• **National Origin** – a preformed negative opinion about a group of persons based on their being from a particular country or part of the world;
• **Disability** – a preformed negative opinion or attitude toward a group of persons based on their physical or mental impairments/challenges, whether such disability is temporary or permanent and congenital or acquired by heredity, accident, injury, advanced age, or illness.

Life West Definitions

Sexual Misconduct

Life West has adopted the following definition of sexual misconduct in order to address the special environment of the academic community that consists of not only employers and employees but also students:

“Sexual misconduct is an umbrella term for inappropriate actions that are sexual or sexual in nature inclusive of sexual harassment, sexual assault (non-consensual sexual contact and non-consensual sexual intercourse), and sexual exploitation.”
Life West considers non-consensual sexual intercourse violations to be the most serious and therefore typically imposes the most severe sanctions including suspension or expulsion for students and suspension and termination for employees. However, the college reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any act of sexual misconduct or other gender-based offenses, including intimate partner or relationship (dating and/or domestic) violence, non-consensual sexual contact, sexual exploitation, and stalking, on the basis of the facts and circumstances of the particular grievance. Acts of sexual misconduct may be committed by any person against any other person, regardless of the sex, gender, sexual orientation, and/or gender identity of those involved.

**Consent**

In order for individuals to engage in sexual activity of any type with each other, there must be clear, knowing, and voluntary consent prior to and during sexual activity. Consent can be given by word or action, but non-verbal consent is not as clear as talking about what you do and don’t want sexually. Consent to some form of sexual activity cannot be automatically taken as consent to any other form of sexual activity. Silence without actions demonstrating permission cannot be assumed to show consent. Additionally, there is a difference between seduction and coercion. Coercion happens when someone is pressured unreasonably for sex. Coercing someone into sexual activity violates college policy in the same way as physically forcing someone to have sex.

Because alcohol or other drug use can place the capacity to consent in question, sober sex is less likely to raise such questions. When alcohol or other drugs are being used, a person will be considered unable to give valid consent if they cannot fully understand the details of a sexual interaction (who, what, when, where, why, or how) because the person lacks the capacity to reasonably understand the situation. Individuals who consent to have sex must be able to understand what they are doing. “No” always means “No,” and “Yes” may not always mean “Yes.” Anything but a clear, knowing, and voluntary consent to any sexual activity is equivalent to a “No.” To encourage reporting and minimize the risk of harm to victims, the college will not pursue disciplinary action against victims reporting violations under this policy who were voluntarily under the influence of alcohol or drugs at the time of the incident.

**Force**

Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you. Okay, don’t hit me; I’ll do what you want.”). There is no requirement that a party must resist the sexual advances or request someone to stop. Resistance is a clear demonstration of non-consent. The presence of force is not demonstrated by the absence of resistance. Sexual activity that is forced is by definition non-consensual, but non-consensual sexual activity is not by definition forced. The use of force is not “worse” than the subjective experience of the violation of someone who has sex without consent. However, the use of physical force constitutes a stand-alone nonsexual offense as well, as it is the college’s expectation that those who use physical force (restrict, battery, etc.) would face not only the sexual misconduct charge but also charges for the additional assaultive behavior.

**Coercion**
Coercion is unreasonable pressure for sexual activity such as compelling another person to do something through emotional or physical pressure, threats, or other forms of intimidation. Real or perceived power differentials between individuals may create an atmosphere of coercion that can significantly impair the ability to consent. Coercive behavior differs from seductive behavior on the basis of the type of pressure someone uses to get consent from another. When someone makes it clear to you that they do not want to have sex, they want to stop, or they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Incapacitation

Incapacitation is a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing consent (e.g., to understand the who, what, when, where, why, and how of their sexual interaction). Any time sexual activity takes place where the person did not understand any one of these six conditions, incapacity is at issue. An awareness of all six must be present for consent. Incapacitation may result from mental disability, sleep, involuntary physical restraint, or the consumption of alcohol or drugs. The possession, use, and/or distribution of any controlled substances, including Rohypnol, Ketamine, GHB, Burundanga, etc., is prohibited, and administering one of these drugs to another student is a violation of college policy. More information on these drugs can be found at [http://www.911rape.org](http://www.911rape.org). Because alcohol or other drug use can place the capacity to consent in question, sober sex is less likely to raise such questions. If the accused person knew or reasonably should have known that the victim was incapable of providing consent due to the use of alcohol or another drug, the accused person is in violation of college policy. The accused person’s use of alcohol or other drugs does not diminish their responsibility for committing the sexual misconduct. The use of alcohol or other drugs will never function as a defense for any behavior that violates college policy.

Non-Consensual Sexual Intercourse

Non-consensual sexual intercourse is defined as any sexual penetration or intercourse (anal, oral, or vaginal), however slight and with any object, of or with another person by a person that is without consent and/or by force. Sexual penetration includes vaginal or anal penetration by a penis, tongue, finger, or object or oral copulation by mouth to genital contact or genital to mouth contact, no matter how slight the penetration or contact.

Non-Consensual Sexual Contact

Non-consensual sexual contact is defined as any intentional sexual touching, however slight and with any object, of another person by a person that is without consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, genitals, mouth, or other bodily orifice of another individual or any other bodily contact in a sexual manner.

Sexual Harassment

Life West has adopted the following definition of sexual harassment in order to address the special environment of the academic community that consists of not only employers and employees but also students:
Sexual Exploitation

Sexual exploitation refers to a situation in which a person takes non-consensual or abusive sexual advantage of another person and to situations in which the conduct does not fall within the definitions of Sexual Harassment, Non-Consensual Sexual Intercourse, or Non-Consensual Sexual Contact.

Examples of sexual exploitation include but are not limited to

- sexual voyeurism (such as watching a person undressing, using the bathroom, or engaging in sexual acts without the consent of the person observed);
- taking pictures of, video recording, or audio recording another person in a sexual act or in any other private activity without the consent of all involved in the activity or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity or disseminating sexual pictures without the photographed person’s consent);
- prostitution;
- exposing one’s genitals in non-consensual circumstances or inducing another person to expose their genitals in non-consensual circumstances;
- engaging in sexual activity with another person while knowingly infected with the human immunodeficiency virus (HIV) or other sexually transmitted disease (STD) and without informing the other person of the infection;
- administering alcohol or drugs (such as “date rape” drugs) to another person without their knowledge or consent.

Other Misconduct Offenses When the Act is Based on Sex or Gender

The behaviors listed below are misconduct if they are based on gender, which is inclusive of gender identity, gender expression, and sexual orientation.

- **Threatening or Causing Physical Harm, Extreme Verbal Abuse, or Other Conduct** that threatens or endangers the health or safety of any person;
- **Discrimination** - defined as actions that deprive other members of the community of educational or employment access, benefits, or opportunities on the basis of gender;
- **Intimidation** - defined as implied threats or acts that cause an unreasonable fear of harm in another;
- **Hazing** - defined as any method of initiation or pre-initiation into a student organization or student body, whether or not the organization or body is officially recognized by the college,
that is likely to cause serious bodily injury, psychological harm, or social ostracism to any former, current, or prospective student;

- **Bullying** - defined as repeated and/or severe aggressive behavior that is likely to intimidate or intentionally hurt, control, or diminish another person physically or mentally, which is not speech or conduct otherwise protected by the First Amendment;

- **Violence Between Those in an Intimate Relationship** - includes romantic relationships, dating, domestic, and/or relationship violence. The existence of such a relationship shall be determined on the basis of a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Intimate relationship violence is a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner. Intimate partner violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone;

- **Stalking** - defined as a pattern of repeated and unwanted attention, harassment, contact, or any other course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others.

**Sex Offender Registration – Campus Sex Crimes Prevention Act**

**Megan’s Law**

The Campus Sex Crimes Prevention Act (CSCPA) of 2000, a federal law, requires institutions of higher education to provide the campus community with information on where they may obtain information on registered sex offenders in the State of California. It also requires sex offender registrants, who are already required to register in the state, to provide notice, as required under state law, to each institution of higher education in which they are currently enrolled as a student or full- or part-time employee (with or without compensation). Those participating in a vocation are also required to provide notice (California Penal Code Section 290.009). The registration process must be conducted at the Hayward Police Department. Local law enforcement may also notify the public about high-risk and serious sex offenders who reside in, are employed in, or frequent the community. This registry is available for the State of California and the County of Alameda at

https://oag.ca.gov/sex-offender-reg
https://www.alamedacountysheriff.org/les_megan.php

**Procedures for Addressing Sexual Misconduct**

Procedurally, when the college receives a report of sexual misconduct, gender-based violence, or other sex or gender discrimination, the college’s EEO and Title IX Coordinator is notified. After a report is made, the college will provide reasonable protection against further acts of misconduct, harassment, or retaliation as needed as well as services and resources to allow the continued equal access to an education at Life West. The EEO and Title IX Coordinator will offer assistance to victims and accused students in the form of interim or long-term measures, such as opportunities for academic accommodations, changes in housing for the victim or the responding student, visa and immigration assistance, and changes in working situations, as well as other assistance that may be appropriate and available on campus or in the community such as no contact orders, campus escorts, transportation assistance, and targeted interventions.
If the victim wishes to access local community agencies and/or law enforcement for support, the college will assist the victim in making these contacts. If the victim so desires, the victim will be connected with a counselor and victim’s advocate on or off campus. No victim is required to take advantage of these services and resources, but the college provides them in the hope of offering help and support without condition or qualification. A summary of rights, options, support resources, and procedures is provided to all victims whether they are students, employees, guests, or visitors.

LCCW will also identify emotional support resources and consider reasonable academic and other campus accommodation requests by any party during an investigation or during the course of any related proceedings. The college, at its discretion, will respond to each situation on a case-by-case basis in a manner consistent with the appropriate policies applicable to students and employees.

### Obtaining an Order of Protection or Similar Protective Order

In addition to obtaining a no-contact order under college policy, individuals may also seek to obtain a restraining order under California State law. A restraining order (also called a “protective order”) is a court order that can protect someone from being physically or sexually abused, threatened, stalked, or harassed. For more information, please visit the Superior Court, County of Alameda Self-Help website. Life West is committed to protecting victims from any further harm and will honor such requests and comply with these orders.

### Important Information about the College’s Investigation and Disciplinary Process

Life West is committed to providing a prompt, fair, and impartial investigation and resolution process for all students, faculty, and staff involved. On notice of a report of sexual violence or other form of gender-based discrimination, the EEO and Title IX Coordinator will commence an investigation that may lead to the imposition of sanctions, which are based on a preponderance of evidence (what is more likely than not), upon a responding student or other accused individual who violated college policy. The investigation will be conducted by a professional staff member or independent investigator (herein referred to as “investigator”) who has received annual training in these types of cases. The role of the investigator is to be a neutral fact-finder, and the EEO and Title IX Coordinator oversees the investigation. Disciplinary proceedings will be conducted by officials who receive annual training on issues related to dating violence, domestic violence, sexual assault, and stalking and on how to conduct a hearing that protects the safety of victims and promotes accountability.

In any complaint of sexual misconduct, sexual assault, stalking, dating violence, domestic violence, or other sex or gender-based discrimination covered under federal law, the person bringing the accusation and the responding party are entitled to have the same opportunities for a support person of their choice throughout the process and to fully participate in the process, including any meeting, conference, hearing, appeal, or other procedural action.

The college will provide accused students with advance written notice of the allegations constituting a violation of policy including sufficient details with sufficient time to prepare for meaningful participation and an opportunity to respond before any disciplinary-related meeting or hearing. The notice will summarize the identities of the parties involved, the specific code section allegedly violated, the precise conduct constituting the potential violation, and the dates and location of the alleged misconduct.
Both parties will be given equal and timely access to information that will be used in informal or formal disciplinary proceedings consistent with the Family Educational Rights and Privacy Act (FERPA) and applicable privacy laws. Additionally, the parties may obtain an extension of time for good cause during the investigation or disciplinary proceedings. The college will inform all parties of any extension that is granted including the supporting reasons.

The parties to a student or employee disciplinary process will be informed in writing of the outcome, including the finding, the sanctions (if any), and the rationale. In the case of sexual assault, dating violence, domestic violence, and stalking, the parties will be notified simultaneously of the outcome. In all other Title IX cases, the victim will receive simultaneous notice, and information about sanctions in student cases will be included whenever they relate directly or indirectly to the victim. Delivery of this outcome to the parties will occur without undue delay between notifications. All parties will be informed of the college’s appeal processes and their right to exercise a request for appeal. Should any change in outcome occur prior to finalization, all parties will be informed in writing in a timely manner and will be notified when the results of the resolution process become final.


The college respects the privacy interests of students, faculty, and staff. All information reported to the EEO and Title IX Coordinator will be shared with only those college employees or agents who will assist in the investigation and resolution of the complaint. The investigation and records of the resolution conducted by the college are maintained confidentially. The college will take all reasonable steps to investigate and respond to the complaint in a manner consistent with the request for confidentiality or the request not to pursue an investigation, but its ability to investigate may be limited by the request for confidentiality. Under these circumstances, the college will weigh the request for confidentiality against the following factors: the seriousness of the alleged discrimination, harassment, or sexual misconduct; any potential threats to community safety; the respective ages and positions of the complainant and the respondent; whether there have been other discrimination and harassment complaints against the respondent; and the respondent’s right to receive information under applicable federal and state law and regulations.

Where information must be shared to permit the investigation to move forward, the person bringing the accusation will be informed. Privacy of the records specific to the investigation is maintained in accordance with California law and the federal Family Educational Rights and Privacy Act (FERPA). Any public release of information needed to comply with the open crime logs or timely warning provisions of the Clery Act will not include the name of a victim or information that could easily lead to a victim’s identification. Additionally, the college maintains privacy in relation to any accommodations or protective measures afforded to a victim, to the extent necessary to provide the accommodations and/or protective measures. Typically, if faculty members or administrators are asked to provide accommodations for a specific student, they are told that such accommodations are necessary under Title IX or the Clery Act, but they are not given any details of the incident or the kind of incident it is. Irrespective of state law or public records access provisions, information about victims is maintained privately in accordance with Title IX and FERPA.

Sanctions
The college may impose one or more sanctions on a student, staff member, or faculty member who violated college policy. When a sanction/responsive action is determined, the factors that are considered may include the following:

- the nature, severity of, and circumstances surrounding the violation;
- an individual’s disciplinary history;
- previous grievances or allegations involving similar conduct;
- any other information deemed relevant by the Panel;
- the need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation;
- the need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation;
- the need to remedy the effects of the discrimination, harassment, and/or retaliation on the victim and the community.

The following range of sanctions for discrimination, harassment, and sexual misconduct are subject to the full range of disciplinary action, inclusive of a warning of expulsion and termination:

- verbal or written warning;
- educational sanctions and training;
- contributed service;
- no contact directive;
- restitution;
- loss of privileges including limitations on the use of or access to college-related facilities, services, and activities for a specified period of time;
- demotion or reassignment;
- disciplinary probation;
- deferred suspension;
- interim suspension under exceptional circumstances or other disciplinary action pending a hearing, especially in matters of safety or for the good of the community;
- suspension;
- expulsion or termination from the college.

In addition to or in place of the above sanctions, the college may assign any other sanction(s) and impose corrective action as deemed appropriate.

Open Door

LCCW has an open door policy that encourages all employees to participate in decisions affecting them and their daily professional responsibilities. Suggestions regarding college policies and procedures and the college culture are all welcomed. Employees are encouraged to discuss any suggestions or concerns with their immediate supervisor or department head. The direct personal relationship between employees and their managers ensures the best environment for the achievement of individual and organizational goals, and the college believes that employee suggestions and concerns are best addressed through this type of informal and open communication.
Problem Resolution

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

Employees with concerns or grievances affecting their employment are encouraged to follow the sequence of steps below:

1. Present their concern to their immediate supervisor or another supervisor.
2. The supervisor responds to their concern during the discussion or within a reasonable amount of time.
3. If the concern is not resolved, the employee contacts the Human Resources Department.
4. The Human Resources Director will discuss the concern with the employee and the immediate supervisor. A plan of action will be developed to address the employee and supervisor’s concern including possible mediation.
5. If the employee feels that their concern is still not resolved, they may contact the Executive Vice President or Vice President of Academic Affairs.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual concerns and issues can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

The Mediation Process

The mediation process will be undertaken in cases where there is a dispute or conflict between employees that is not necessarily a performance issue as viewed by their managers. These could involve employee complaints against their managers or colleagues that need intervention by the HRO. Such matters are usually taken by an employee to their managers. If they are unresolved, they are then taken to their skip-level manager. If the conflict is still unresolved, they are brought to the HRO for mediation and conflict resolution.

Irrespective of who suggests mediation, it is a voluntary process that can only be entered into with the agreement of both parties. All requests for mediation must be made via the HRO; mediators should not be approached directly. Any mediator who is approached directly will pass the referral to the HRO. The HRO will also inform the appropriate line manager of the referral when a self-referral takes place rather than a referral directly from the line manager. The mediation process follows a five-stage model followed by evaluation and is facilitative in nature.

Stage 1 - First contact with participants (individual meetings)

The first meeting with participants occurs on an individual basis, enabling the mediators to acknowledge individual feelings and to build trust and rapport with each of the parties. The mediators will explain the process, their own role, the mediation ground rules, and what will be expected of each party during the mediation. The mediators will explore the background to the dispute, identifying what each party would like to achieve from the process. If after an assessment of the issues, the mediators feel that it is appropriate to do so, they will seek permission to proceed with the joint meeting and will outline the subsequent stages of the process, identifying an appropriate time and location for the joint meeting. Before the joint meeting, the mediators may need to communicate with either or both parties again to clarify particular points. The participants will be asked to sign a Confidentiality Agreement during the
Stage 2 - Joint meeting – Setting the scene

The mediators will commence the meeting with introductions and make an opening statement to set the scene. This will include an explanation of the ground rules and the steps involved in the mediation. Each party will then be invited to explain their position during a period of uninterrupted time. Following the initial statements, the mediators will summarize their positions and will work towards the agreement on an agenda.

Stage 3 - Exploring the issues

Having agreed on an agenda, the mediators will identify areas of concern and begin to explore the issues with the parties, promoting open and honest communication and encouraging them to see the other’s perspective. The focus at this stage is to encourage communication and through appropriate questioning and summarizing to check understanding, clarify assumptions, and acknowledge and move on from differences.

Stage 4 - Building the agreement

As the process develops, the mediators will help the parties to generate and assess the viability of options. As an area of agreement is reached, the mediators will clearly articulate this, secure agreement from both parties, and record it.

Stage 5 - Closure

Once an agreement on all of the issues has been reached, the mediators will make a closing statement and give a copy of the agreement to both parties, clarifying their responsibility for its delivery. Where some issues remain outstanding, the mediators may suggest that a further session be arranged. The parties may also decide to hold follow-up meetings even if full agreement has been reached, either with or without the mediators. At this stage, the meeting will be concluded by the mediators who will re-confirm the confidentiality of the process. If no agreement over the issues is reached, the mediators will attempt to gain agreement from the parties as to what the issues are and how they will proceed in the future.

Post-mediation – Evaluation

The college is committed to monitoring the impact and effectiveness of the mediation scheme. Accordingly, the parties will be given the opportunity to complete an evaluation of the mediation process. The mediators will also undertake a process of self-evaluation, feeding any suggestions for improvements to the HRO. Evaluation material will be collated by the HRO and treated in the strictest confidence. No personal information will be revealed as part of this process.

There is no appeal process associated with mediation; however, participation in mediation does not exclude individuals from other courses of action, e.g., submitting a grievance. Individuals also have the option to register their concerns about the process with the HRO.

If participants require mediation in the future related to the same or a similar matter, they can make a further request to the HRO. Consideration would then be given as to whether further mediation is the most appropriate way forward or whether an alternative approach is more appropriate.
Outside Employment

An employee may hold employment with another organization outside the employee’s LCCW working hours as long as they satisfactorily perform their job responsibilities with LCCW and are subject to the conflict of interest policy. All employees will be judged by the same performance standards and will be subject to LCCW’s scheduling demands and its conflict of interest policy.

LCCW has the right to determine if an employee's outside work interferes with their performance or the ability to meet the requirements of LCCW as they exist at any given time. If that determination is made, the employee will be expected to satisfy their job requirements if they wish to continue their employment with LCCW, or the employee will be subject to disciplinary action, up to and including termination of employment.

Employment Categories

LCCW defines its employment classifications in order for employees to understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. All categories of employment remain “at-will” (see defining section above).

NON-EXEMPT employees are those who are covered by the California Industrial Wage Order and the Fair Labor Standards Act overtime pay provisions. Non-exempt employees are eligible for overtime compensation.

EXEMPT employees are those who generally are exempt from overtime under the federal Fair Labor Standards Act or the California Industrial Wage Orders. Exempt employees are not eligible for overtime compensation.

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

TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project. Temporary employees are not eligible for any benefits.

REGULAR FULL-TIME EMPLOYEES are regularly scheduled to work 32 hours or more per week; are eligible for perquisites like paid time off/vacation (as applicable); and are eligible to elect coverage under the LCCW Benefit Plans.

REGULAR PART-TIME EMPLOYEES are regularly scheduled to work at least 20 but less than 32 hours per week; may be eligible for some perquisites, such as paid time off/vacation (as applicable), on a prorated basis; are not eligible to apply for coverage under LCCW’s Benefit Plans unless legally required but may be eligible to apply for certain voluntary benefits.

Hiring and Separations

Introductory Period

The introductory period is intended to give new staff employees the opportunity to demonstrate their ability to
achieve a satisfactory level of performance and to determine whether the new position meets their expectations. LCCW uses this period to evaluate staff employee capabilities, work habits, and overall performance. Either the staff employee or LCCW may end the employment relationship at-will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired staff employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If LCCW determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the staff employee’s performance, the introductory period may be extended for a specified period. Upon satisfactory completion of the introductory period, staff employees enter the “regular” employment classification.

During the introductory period, new staff employees are eligible for those benefits that are required by law such as Workers’ Compensation insurance and Social Security. They may also be eligible for other LCCW-provided benefits, subject to the terms and conditions of each benefit program. Eligible employees should read the information for each specific benefit program for the details on eligibility requirements.

**Approvals**

All vacant positions must have the Request to Open Position form completed and all signatures received prior to posting the position. Prior to any position being offered verbally or in writing to any candidate, the Recommendation to Hire form must be completed and all signatures received.

**Rehire Policy**

For the purpose of calculating the date of service of a rehired employee, the following will apply:

- If the rehired employee’s termination date was less than 6 months from the rehire date, they will retain the original hire date as if there was no break in service.
- If the rehired employee’s termination date was over 6 months from the rehire date, the new hire date will be considered to be the employee’s date of service.

**Internal Employment Opportunities**

LCCW posts all available employment opportunities on the designated employee bulletin boards. Open positions are posted internally for a minimum of 3 days.

Employees must meet all of the following eligibility requirements to be considered for a position transfer:

- Must have at least six months of continuous service in their present position;
- Must have a satisfactory performance evaluation record;
- Must meet the job requirements stated in the posting;
- Must not be on disciplinary status or a performance improvement plan.

Employees interested in a posted position must submit a letter of interest and a current resume to the Human Resources Department, stating the reason for wanting the change and why the employee feels qualified for
Employment of Persons Governed By Child Labor Law

Occasionally a person under 16 years of age may be employed. Except as specifically authorized by the statute, it is illegal to employ a child under 14 years of age. In all such cases, all regulations of the State of California Child Labor Law apply. Information on Child Labor Law may be obtained from the Human Resources Department. All employees working with or supervising employees subject to this law are required to become familiar with the law.

Reference/Background Checks and Employment Verifications

All employees applying for any position with LCCW will be subject to background and reference checks with former employers and/or managers. In addition, LCCW will verify the employee’s educational background, educational credentials, professional credentials, and references. Unless required by law, reference checks will not be shared with the potential employee. Background checks will comply with both federal and California requirements including the Fair Credit Reporting Act.

Criminal background checks will only be conducted as part of a contingent job offer. When a criminal background check is utilized, it will be limited to convictions reported in the criminal and nationwide record indicator and the sex offender index. LCCW will notify the individual of any positive criminal conviction information and provide the individual with an opportunity to respond as required by California law. Employment decisions will be made on the basis of the totality of the circumstances relating to criminal convictions including the nature and gravity of the offense, the amount of time that has elapsed since the conviction or completion of sentence, and the nature of the position in question. LCCW will notify the individual of a final adverse decision whenever a contingent employment offer is rescinded.

Any individual offered a position that has responsibility for handling any financial transactions will be required to submit to a credit check. LCCW reserves the right to require disclosure of an individual’s driving history in the event a position requires an employee to drive their personal or company vehicle for company errands.

Any false or misleading statements made in an employee’s Application for Employment or made during an interview will result in disciplinary action, up to and including termination of employment. All offers of employment are contingent upon clear results of a background check, references check, credit check (if applicable), and driving history check (if applicable).

Relocation Expense

Limited relocation and moving expenses for faculty and staff may be provided if funds are available in the department or school/college/unit budget and the moving and relocation expenses do not exceed one-twelfth of the new employee’s annual salary. The Relocation Policy is available as a separate document and must be signed by the employee wishing to utilize this expense.

Support for Foreign Worker Visa and Permanent Residence
The college will support applications for foreign worker visas (H1B and the analogous categories E-3 and H-1B1 for citizens of certain countries) and permanent residence (green card) where the foreign worker has participated in the standard college recruitment process for a vacant role and has been assessed as the most appropriate candidate for the role, the budgeted salary meets the requirements of the DOL/USCIS, and it can be documented that the employment and the candidate meet all other benchmarks and requirements of the DOL/USCIS for the visa or permanent residence. The college will provide a letter supporting an application for admission in TN status for citizens of Canada or Mexico for roles meeting the requirements for employment in certain professions set forth in NAFTA. Requests for sponsorship for opportunity hires, sponsorship in any other temporary category such as O-1, and sponsorship for permanent resident status in categories that do not involve labor certification will be considered on a case-by-case basis and will require the approval of the President of the college in light of special circumstances that may be presented.

Prior to confirming the hire of a new employee who is a foreign national and issuing an offer of employment to support the visa application, the potential employee will provide documentation that they meet all DOL/USCIS requirements for the requested visa category, the college HR department will provide documentation that the approved budgeted salary for the role meets the DOL/USCIS salary benchmark for the visa, and the President has provided written approval to commence the visa application process.

The cost of the visa application for the new employee will be borne by the college as per USCIS requirements, with the cost of any associated visa applications for family members (H4, etc.) borne by the employee. The process for the visa application for the employee must be managed through the college-appointed attorney to the extent that the college is the petitioner or applicant.

The initial term of the H1B visa of up to three years may be extended for up to another three years with the written approval of the President of the college and if the employee continues to meet all USCIS requirements. The process for the visa extension must be managed through the college-appointed attorney to the extent that the college is the petitioner or applicant. Requests for extensions must be initiated with the President’s office at least 8 months before the current visa approval expires.

In the fifth year of the H1B visa combined term (including H1B employment with any prior employers) the employee may seek the written approval of the President for college support of a permanent residence application. The cost of the application for the employee will be borne by the college as per USCIS requirements, with the cost of permanent residence applications for family members borne by the employee. The permanent residence application process for the employee must be managed through the college-appointed attorney to the extent that the college is the petitioner or applicant.

In most cases the first step in the employment-based permanent residence process is a labor certification decision from the DOL that the college has the position available, is offering the prevailing salary for the role, and has advertised for the role and been unable to find a qualified U.S. worker. For college teachers engaging in classroom instruction on campus, the DOL may approve labor certification on the basis of documentation that the college conducted a competitive recruitment and applied discretion to select the most qualified candidate available. The college HR office will develop a description of the job duties and the minimum requirements for the role and determine if the role includes classroom teaching, which the college attorney will then use to submit to the DOL a request for their determination of what the prevailing wage would be for the role. If the budgeted salary for the role is lower than the DOL determination, the college may withdraw support for the employee’s permanent residency application, and the end date of the H1B will be the final date of employment.

Following the DOL prevailing wage determination, the role will be advertised as required by the DOL. Currently the DOL requires posting in the following locations: e.g., posting a notice at the college about the
open position, listing the position with the state job service (caljobs.ca) for at least 30 calendar days, advertising the open position in the largest local newspaper on two successive Sundays, listing it on the college website, listing it on a general employment finder website such as monster.com, and listing it with a relevant professional journal. The specific posting plan is determined on a case-by-case basis depending on the nature of the position.

For the permanent residence application process to continue, the college must show that there was no U.S. candidate seeking the role who met the minimum qualifications required for the position. The application for labor certification must be submitted to the DOL within 6 months of the first day of the required advertising. If there is a candidate with the minimum qualifications required for the position, the college may withdraw support for the employee’s permanent residency application, and the end date of the H1B will be the final date of employment.

There is a special recruitment rule for college teachers engaging in classroom instruction. For college teachers only, labor certification may be based in whole or in part upon the initial advertising that led to the hire, provided that the application for labor certification is submitted to the DOL within 18 months after the date the candidate was selected for the position after a competitive recruitment. For applications submitted more than 18 months after selection, there are specific labor certification posting rules and requirements for teaching positions that allow the college to apply discretion and select the most qualified candidate available, which may include the incumbent in the position.

Following the advertising/recruitment process and the college’s review and assessment of the candidates, the college will determine whether labor certification can be pursued under the circumstances. If so, the college attorney will submit the application for labor certification to the DOL where it takes from 6 months to 18 months for adjudication. If the DOL approves labor certification, the next step is for the college to file its I-140 immigrant visa petition to sponsor the employee for permanent residence on the basis of approved labor certification. Next, the employee files an I-485 application to adjust to permanent residence and separate I-485 adjustment applications for each qualifying immediate family member.

Upon the DOL approval of labor certification, the employee will be expected to continue employment with the college for a minimum of two years as described in the labor certification. Changes of employment with the college may jeopardize approval of the permanent resident application on the basis of labor certification. Should the employee’s employment terminate for any reason during the above process, the college will automatically withdraw its support for the permanent residence application. An offer of immigration sponsorship does not change the employee’s terms of employment with the college in any way.

The Support for Foreign Worker Visa Policy is available as a separate document and must be signed by the employee wishing to utilize this expense.

Return of Property

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all LCCW property immediately upon request or upon termination of employment.

Where permitted by applicable laws, LCCW may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. LCCW may also take all action deemed appropriate to recover or protect its property.
Performance Evaluation

The college uses a new online performance management system called Reviewsnap that enables supervisors and employees to discuss job performance and goals on an ongoing basis. The Journals section allows supervisors and employees to create entries on employee performance and share immediate feedback; the Goals section allows them to set and track goals and review progress; and the Reviews section allows them to create reviews and view completed and past reviews. Reviewsnap thus enables supervisors and employees, throughout the year, to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches to meeting goals. The college will conduct a formal online written performance evaluation after 90 days of employment and on an annual basis. Additional performance evaluations may occur throughout the year.

Administrator and Staff Promotions and Transfers

If you wish to apply for a transfer or promotion, you should discuss it first with your supervisor. Together you can determine if your knowledge, skills, and abilities fit the requirements of the desired job. If there is a possible match between your qualifications and the needs of the open position, contact Human Resources to discuss it further.

Note the following guidelines when you are considering an internal transfer or promotion:

1. Generally, you should be in your current position for at least six months before applying for a change in position. In addition, you should establish a record of good performance, attendance, and punctuality.
2. You must possess the minimum qualifications required for the position to which a transfer or promotion is sought.

College employees requesting a transfer will be considered for the new position along with all other applicants, and requests are judged on an individual basis depending on the abilities and qualifications of the applicants and the needs of the college, as evidenced by the open position.

All final decisions regarding transfers and promotions will be made by the college at its sole discretion. Even if you are not ready to transfer or there is no open position that interests you, we encourage you to consider the following:

1. Accept additional responsibilities and show initiative.
2. Ask for assistance in developing a goal-oriented path for advancement within your department or the college.
3. Learn about training available to assist you in improving your skills or gaining new skills that might be required for a higher-level position or a lateral transfer.

Written References and Letters of Recommendation

All inquiries regarding employees who are currently employed or who have been previously employed by LCCW are to be referred to the Human Resources Department.

The college may be asked to provide a reference for current or former employees who are seeking
employment elsewhere; however, the college is not obligated to provide employers with information about the character, performance, scholarship, or potential of such employees. Should the college choose to provide a reference, it will be given by the Human Resources Department. Normally, the college’s reference will be limited to dates of employment, position, and job title. An exception to the above statement is that Human Resources may release salary information to credit institutions when such information will assist the employee in securing credit, provided that the request for salary information is made in writing and the employee authorizes release of information.

The college understands that individual faculty, administrators, or staff may also be asked to provide a reference for former colleagues. Such references are permitted; however, the following guidelines should be observed:

- Faculty, staff, or administrators who voluntarily provide reference information understand that they are doing so as a former colleague or peer, not as representatives of LCCW. They should make it clear that their thoughts represent their own opinion and that they do not represent the opinion of the Board of Regents, the President, or other officers of the college.
- Written references will not be provided on the college’s stationery or letterhead.
- Comments should be limited to what is known from personal observation or data that can be reproduced. Avoid third-hand information or hearsay.
- Comments should be limited to issues related to the college. Comments on an individual’s personal life or work prior to coming to LCCW should be avoided.
- Some former employees have ended their association with the college under a separation arrangement that may include a nondisclosure agreement. Faculty, staff, or administrators who are asked to provide reference information should check with the Human Resources Department to make sure that they are not violating any such agreement.

**Personnel Files and Information**

**Access to Personnel Files**

California law provides that current and former employees (or a representative) have the right to inspect and receive a copy of the personnel files and records that have been signed by the employee. LCCW will allow such inspection at reasonable times and intervals but not later than 30 calendar days from the date the employer receives a written request. Upon written request from a current or former employee or a representative, the employer shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not less than 30 calendar days from the date the employer receives the request.

The right to inspect personnel files and records does not apply to records that are unsigned by the employee or that relate to the investigation of a possible criminal offense, letters of reference, ratings, reports, or records that (a) were obtained prior to the employee’s employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional exam.

**Personnel File Changes**

It is the responsibility of each employee to promptly notify the Human Resources Department of any
changes in personnel data. Personal changes such as home address, telephone number, marital status, number of dependents, emergency contact person, and beneficiary must be submitted in writing, and the notification must occur within 30 days of the change.

Employees may submit a written statement clarifying inaccurate information in their file and any other employment information to be included in their file. Any employee who completes a degree while employed at LCCW is responsible for requesting official transcripts to be sent to the Human Resources Department.

**Record Retention**

The college recognizes that the efficient management of its records is necessary to support its core functions, to comply with its regulatory obligations, to contribute to the effective overall management of the institution, to preserve its history, and to ensure that records that are no longer needed or of no value are discarded at the appropriate time. SCUHS, therefore, requires that its records be managed in a systematic and logical manner according to the Record Retention Schedule outlined in Appendix 3.3.21. This policy applies to all college personnel and covers all records, regardless of form, that are made, produced, executed, received, or maintained by employees of the institution in the course of carrying out their college functions. Records and documentation created in the course of research, whether internally or externally funded, are also subject to contractual record-keeping requirements.

**Record Retention Policy and Procedures**

For the purpose of this policy, a college record includes any record that is made, produced, executed, received, or maintained by any department, office, or employee of the college in connection with the transaction of college business, including records considered to be confidential in nature. This policy applies to all records without regard to format and includes but is not limited to documents in paper, electronic, microform (e.g., microfilm, microfiche, magnetic tapes, and CD-ROS), and other traditional media formats.

1. College records shall be retained for a period specified in the Record Retention Schedule (see Appendix 3.3.21) to ensure that efficient and effective retention of college records is well documented and enforced.
2. Document storage locations shall be insured against the risk of theft, fire, and other natural calamities.
3. College records, in their original form, may be destroyed after they have been retained for the minimum period.
4. The minimum retention period shall commence from the date of the last transaction entered in the records such as completion of a contract or research pursuant to a grant. Unless otherwise specified, the retention period set forth in the schedule begins at this point in time.
5. Individual departments may establish appropriate procedures that are consistent with and in furtherance of this policy.

**Filing, Archiving, and Storage of Documents**

1. Documents are stored in fire-resistant metal filing cabinets while in active use, within
access of the employees using the documents.

2. At the end of active use, the documents are moved to archives.

3. The documents in current use shall be filed in accordance with departmental procedures.

4. Documents not in current use are placed in storage boxes. The box is marked with the following information to facilitate easy retrieval of the document when needed:
   a. Box number;
   b. Type of document placed within the box;
   c. Date of storage;
   d. Applicable retention period for the storage of documents as per the retention policy.

5. Boxes are stored in a safe location.

**Retrieval of Documents from Storage**

Retrieval of documents shall be done only with the approval of the department head. Destruction of documents shall be done only after the expiration of the specified retention period for the documents and with the approval of the department head.

**Destruction of Documents**

1. Once the information has been preserved for the required period, a list of the records eligible for destruction is compiled and then authorized by the appropriate department head or administrator for that area.

2. The documents are destroyed under proper supervision. The following should be kept in mind:
   a. All confidential documents must be either shredded or burned.
   b. Other documents will be disposed of in the fastest, most economical and environmentally friendly way.

3. A register of destroyed information is kept with sufficient details about each destruction to ensure that an adequate audit trail is maintained about the information. The following particulars are included in the register at the minimum:
   a. A description of the information;
   b. The retention date in accordance with the retention period table;
   c. The approval given for destruction of the information;
   d. The destruction date.

**Record Retention Period Schedule**
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<thead>
<tr>
<th>ADMINISTRATION &amp; FINANCE</th>
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<tr>
<td>Accreditation Records</td>
<td>Permanent</td>
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<tr>
<td>• Articles of Incorporation</td>
<td>Permanent</td>
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<tr>
<td>• Charter</td>
<td>Permanent</td>
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<td>• Bylaws</td>
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<td>• Minutes of Board of Regents Meetings</td>
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<tr>
<td>• Minutes of Board of Regents Committee Meetings</td>
<td>Permanent</td>
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<tr>
<td>• Affirmative Action Audits and Annual Reports</td>
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<td>• Affirmative Action Compliance Records</td>
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<td>Audit Records</td>
<td>Permanent</td>
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<tr>
<td>Awards Records</td>
<td>Permanent</td>
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<td>• Permanent for eligibility terms and selection criteria, award history and information on funding sources, award notifications, summary lists of winners, biographies of winners, and press releases</td>
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<td>• 1 year for all other records</td>
<td></td>
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<tr>
<td>• Board of Regents Member Records</td>
<td>Permanent</td>
</tr>
<tr>
<td>• Conflict of Interest Forms</td>
<td>5 years after resignation</td>
</tr>
<tr>
<td>Committee Records</td>
<td>Permanent</td>
</tr>
<tr>
<td>• Permanent for agendas, minutes, reports, and correspondence</td>
<td></td>
</tr>
<tr>
<td>• 10 years for all other records of Faculty Committees</td>
<td></td>
</tr>
<tr>
<td>• 3 years for all other records of other committees</td>
<td></td>
</tr>
<tr>
<td>IRB, Animal Research, and other Research Records</td>
<td>3 years after research is completed</td>
</tr>
<tr>
<td>Correspondence, Administrative: Documents communications received or sent that contain significant information about the institution’s programs. Records include letters sent and received, memoranda, notes, enclosures, and attachments.</td>
<td>5 years</td>
</tr>
<tr>
<td>Correspondence, Executive: Documents significant events and the development of</td>
<td>Permanent</td>
</tr>
</tbody>
</table>
administrative structure, policies, and procedures of the office. It may also record the historical development of the office. Records may include letters sent and received, notes, directives, acknowledgments, and memoranda. Correspondence may be interoffice, within the college, and with non-college agencies, organizations, and individuals.

<p>| Correspondence, Transitory: Correspondence that documents communications received or sent that do not contain significant information about the institution’s programs (Correspondence, Administrative), fiscal status (Correspondence, Fiscal), or routine agency operations (Correspondence, General). Records include but are not limited to advertising circulars, drafts and worksheets, desk notes, memoranda, and other records of a preliminary or informational nature. | Until Read |
| Correspondence, General: Correspondence that documents communications received or sent that do not contain significant information about an institution’s programs. Records include letters sent and received, memoranda, notes, transmittals, acknowledgments, community affair notices, charity fund drive records, routine requests for information or publications, and enclosures and attachments. | 5 years |
| Crisis or Disaster Records | 5 years |
| Election Records | 4 months after election |
| Faculty Senate Records | Permanent |
| Gift Records | • Permanent for letters and agreements of gift, copies of bequest instruments and wills from individuals or estates, and related documentation and correspondence • 7 years for all other records |
| Grievance Records | 3 Years after Resolution |
| Institutional Planning Records | • Permanent for final planning reports, proposals, goal and objective statements, and instructions and explanations of process • 20 years for internal planning |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Retention Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mission Statements, Strategic Plans</td>
<td>Permanent</td>
</tr>
<tr>
<td>Organizational Charts</td>
<td>Permanent</td>
</tr>
<tr>
<td>Policies and Procedures Records</td>
<td>3 years after obsolescence</td>
</tr>
<tr>
<td>Professional Membership Records</td>
<td>4 Years</td>
</tr>
<tr>
<td>Vehicle Use Records</td>
<td>5 Years</td>
</tr>
<tr>
<td>Equipment Inventory Records</td>
<td>4 years after disposal of equipment</td>
</tr>
<tr>
<td>Equipment Maintenance Records</td>
<td>3 years after disposal of equipment</td>
</tr>
<tr>
<td>Requisition Records (purchase orders, etc.)</td>
<td>5 years</td>
</tr>
<tr>
<td>Capital Construction Projects</td>
<td>Permanent</td>
</tr>
<tr>
<td>Buildings/Grounds Repair, Maintenance, Remodeling, and Construction Records</td>
<td>• Permanent for floor plans, layouts, sketches, and specifications • 7 years for all other records</td>
</tr>
<tr>
<td>Utilities Systems Operating and Maintenance Records</td>
<td>• 5 years after equipment is no longer in service for equipment maintenance histories • 10 years for all other records</td>
</tr>
<tr>
<td>Annual Fiscal Reports</td>
<td>10 years</td>
</tr>
<tr>
<td>Annual Financial Statements</td>
<td>Permanent</td>
</tr>
<tr>
<td>General Ledger Statements</td>
<td>7 years</td>
</tr>
<tr>
<td>Travel Reports/Records</td>
<td>4 years</td>
</tr>
<tr>
<td>Accounts Payable Records</td>
<td>7 years</td>
</tr>
<tr>
<td>Accounts Receivable Records</td>
<td>7 years</td>
</tr>
<tr>
<td>Cancelled Checks</td>
<td>7 years</td>
</tr>
<tr>
<td>Annual Budget Records</td>
<td>• Permanent for Annual Operating Budget document • 7 years for all other records</td>
</tr>
<tr>
<td>Contracts and Agreements Records</td>
<td>• 10 years after expiration for contracts or agreements documenting building construction, alterations, or repair • 7 years after expiration for other contracts and agreements</td>
</tr>
<tr>
<td>Category</td>
<td>Retention Period</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Insurance Policy Records</strong></td>
<td>• 7 years after policy expiration for liability, motor vehicle, special event,</td>
</tr>
<tr>
<td></td>
<td>and employee group insurance policies</td>
</tr>
<tr>
<td></td>
<td>• 7 years after policy expiration for fire, theft, or extended coverage policies</td>
</tr>
<tr>
<td><strong>Leases</strong></td>
<td>7 years after expiration</td>
</tr>
<tr>
<td><strong>Contracts</strong></td>
<td>7 years after expiration</td>
</tr>
<tr>
<td><strong>Legal Case Records</strong></td>
<td>• Permanent for Answers and Complaints and settlement documents</td>
</tr>
<tr>
<td></td>
<td>• 7 years after final decision for all other records</td>
</tr>
<tr>
<td><strong>Federal Tax Records</strong></td>
<td></td>
</tr>
<tr>
<td>Form 990 and Support</td>
<td>Permanent</td>
</tr>
<tr>
<td>Form 990-T and Support</td>
<td>Permanent</td>
</tr>
<tr>
<td>Antitrust Tax Returns and Support</td>
<td>Permanent</td>
</tr>
<tr>
<td><strong>State and Local Tax Records</strong></td>
<td></td>
</tr>
<tr>
<td>City &amp; State Excise Tax Reports (includes</td>
<td>5 years</td>
</tr>
<tr>
<td>support documentation)</td>
<td></td>
</tr>
<tr>
<td>Unclaimed Property Filings (includes</td>
<td>6 years</td>
</tr>
<tr>
<td>support documentation)</td>
<td></td>
</tr>
<tr>
<td><strong>ACADEMIC AFFAIRS</strong></td>
<td></td>
</tr>
<tr>
<td>Academic Program Administrative Records</td>
<td>5 years</td>
</tr>
<tr>
<td>Book Order Records</td>
<td>1 year</td>
</tr>
<tr>
<td>Catalogs</td>
<td>Permanent for one copy of published catalog</td>
</tr>
<tr>
<td>Course Records: Includes records of</td>
<td>7 years after obsolescence</td>
</tr>
<tr>
<td>departmental course offerings and individual</td>
<td></td>
</tr>
<tr>
<td>course contents. This may include but is not</td>
<td></td>
</tr>
<tr>
<td>limited to: syllabi, course descriptions,</td>
<td></td>
</tr>
<tr>
<td>course outlines, course summaries, course</td>
<td></td>
</tr>
<tr>
<td>requests and proposals, curriculum</td>
<td></td>
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<tr>
<td>approval lists, lists of classes by term,</td>
<td></td>
</tr>
<tr>
<td>bibliographies, reading lists, course</td>
<td></td>
</tr>
<tr>
<td>announcements, handout materials, and related</td>
<td></td>
</tr>
<tr>
<td>documentation and correspondence.</td>
<td></td>
</tr>
<tr>
<td>New Degree Program and Course Proposal</td>
<td>• Permanent for committee meeting minutes and curriculum proposals</td>
</tr>
<tr>
<td>Records</td>
<td>• 5 years for all other records</td>
</tr>
<tr>
<td>Room Scheduling Records</td>
<td>1 year</td>
</tr>
<tr>
<td>Record Type</td>
<td>Retention Period</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Student Handbooks</td>
<td>Permanent for 1 copy</td>
</tr>
</tbody>
</table>
| Course and Teacher Evaluation File              | Retain 1 year after semester ends then destroy: Individual Student Course Evaluations
|                                                 | Retain 7 years then destroy: Promotion in Rank and Annual Faculty Evaluations |
| INFORMATION MANAGEMENT RECORDS                  |                                   |
| Computer System Maintenance Records             | For life of system or component for records related to system or component repair or service
|                                                 | Until superseded for records related to regular or vital records backups |
| Computer System Program Documentation Records   | For life of system                 |
| Software Management Records                     | Until software is disposed of or upgraded |
| Enrollment Reports                               | 2 years after superseded or revoked |
| Curriculum Inventory Reports                     | 2 years after superseded or revoked |
| Degrees Conferred Reports                        | 2 years after superseded or revoked |
| IPEDS reports                                   | 2 years after superseded or revoked |
| HUMAN RESOURCES                                 |                                   |
| Job Announcements and Advertisements            | 2 years after search completed    |
| Individual Applicants Who Are Not Hired         |                                   |
| Employment Applications                         | 2 years after search completed    |
| Background Investigation Results                 | 2 years after search completed    |
| Resumes                                         | 2 years after search completed    |
| Letters of Recommendation                       | 2 years after search completed    |
| Employees                                       |                                   |
| Employee Personnel Files                         | 7 years following separation of employee from institution |
| Benefit Policies and Procedures                  | 7 years after expiration of program or contract |
| Employee Benefit Records                         | 6 years after discontinuation or change of benefits |
| Continuation of Insurance Benefits               | 3 years                          |
| (COBRA) Records                                 |                                   |
| **Family and Medical Leave Case Files** | 3 years after employee separation |
| **Immigrant Visa Scholars Records** | 10 years following approval of permanent resident status |
| **H-1 Visa Scholars Records** | 6 years after expiration of visa and extensions granted |
| **J-1 Visa Scholars Records** | 3 years after visa expiration |
| **Layoff Administration Records** | 7 years |
| **Position Descriptions** | • Current and two previous descriptions for each position or description covering a period of 5 years, whichever is greater  
• 5 years for position reclassification records |
| **Promotion and Salary Increase Records** | 7 years after end of employment |
| **Student Employees Personnel Records** | • 5 years after employee separation for work-study student records  
• 3 years after employee separation for other student employee records |
| **Time, Attendance, and Leave Records** | 4 years |
| **Unemployment Compensation Claim Records** | 2 years |
| **Deduction Authorization Records** | 4 years after authorization expires or is superseded |

### Payroll Records – Individual Employees

| **Wage or Salary History** | 5 years |
| **Salary or Current Rate of Pay** | 5 years |
| **Payroll Deductions** | 6 years |
| **Time Cards or Sheets** | 5 years |
| **W-2 Form** | 5 years |
| **W-4 Form** | 5 years |
| **Garnishments** | Upon separation |
| **Payroll Register** | 6 years |

### STUDENT RECORDS

| **Grant-In-Aid Award Records** | 5 years |
| **Borrower's Loan Records** | 5 years after loan repayment or assignment to U.S. Department of Education |
| **Federal Title IV Program Records, Institutional Records** | • 7 years after expiration for agreements  
• 5 years after the end of the award year in which the student borrower last attended the institution for records pertaining to borrower eligibility  
• 5 years after the end of the award year in which the FISAP is submitted for the Fiscal Operations Report, Application to Participate, and supporting documentation  
• For records involved in any loan, claim, or expenditure questioned by a Title IV, HEA program audit or review, investigation, or other review: (a) Until the resolution of that questioned loan, claim, or expenditure; or (b) the end of the retention period applicable to the record, whichever is longer. |
| **FFELP and Direct Loan Records** | • 5 years after the end of the award year in which the student borrower last attended the institution for records relating to a student or parent borrower's eligibility  
• 5 years after the end of the award year in which the records are submitted for other records relating to participation in the FFEL or Direct Loan Program.  
• For records involved in any loan, claim, or expenditure questioned by a Title IV, HEA program audit or review, investigation, or other review: (a) Until the resolution of that questioned loan, claim, or expenditure; or (b) the end of the retention period applicable to the record, whichever is longer. |
| **Pell Grant Reports** | 5 years after audit |
| Perkins Loan Program Records | • 5 years after the end of the award year in which aid was awarded and disbursed for records relating to the administration of the loan  
• 5 years after the end of the award year in which the FISAP is submitted for Fiscal Operations Report, Application to Participate, and supporting documentation  
• Records involved in any loan, claim, or expenditure questioned by a Title IV, HEA program audit or review, investigation, or other review: (a) Until the resolution of that questioned loan, claim, or expenditure; or (b) the end of the retention period applicable to the record, whichever is longer. |
| --- | --- |
| Student Financial Aid Records | • 5 years after the end of the award year in which the student borrower last attended the institution for records relating to a student or parent borrower's eligibility  
• 5 years after the end of the award year in which the records are submitted for other records relating to participation in the FFEL or Direct Loan Program  
• 5 years after the end of the award year in which the FISAP is submitted for Fiscal Operations Report, Application to Participate, and supporting documentation  
• Records involved in any loan, claim, or expenditure questioned by a Title IV, HEA program audit or review, investigation, or other review: (a) Until the resolution of that questioned loan, claim, or expenditure; or (b) the end of the retention period applicable to the record, whichever is longer. |
<p>| Student Promissory Notes | 5 years after repayment |
| Work-Study Program Administrative Records | 5 years |
| Admissions Records for Applicants Who Do Not Enroll (Accepted or Rejected) | 1 year after application term |
| Admissions Records for Applicants Who Do Enroll (Accepted) | 5 years after graduation or date of last attendance |</p>
<table>
<thead>
<tr>
<th>Record Type</th>
<th>Retention Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Tracking Records</td>
<td>5 years after graduation or date of last attendance</td>
</tr>
<tr>
<td>Academic Action Authorizations</td>
<td>5 years after graduation or date of last attendance</td>
</tr>
<tr>
<td>Course Schedule Change Forms and Data</td>
<td>5 years after graduation or date of last attendance</td>
</tr>
<tr>
<td>Withdrawal Forms and Data</td>
<td>5 years after graduation or date of last attendance</td>
</tr>
<tr>
<td>Class Schedules of Students, Curriculum Change Forms</td>
<td>5 years after graduation or date of last attendance</td>
</tr>
<tr>
<td>Academic Standing Reports</td>
<td>3 years</td>
</tr>
</tbody>
</table>
| Examinations, Tests, Term Papers, and Homework Records             | • 1 term after completion for uncontested grade results  
|                                                                     | • Until resolved for contested grade results          |
| FERPA-related Documents                                            | • Life of the affected record or until student terminates waiver for written consent of the student to disclose records and waiver for rights of access  
|                                                                     | • Life of the affected record for all other records |
| Grade Reports                                                      | 5 years after graduation or date of last attendance   |
| Grievance Records                                                  | 6 years after graduation or date of last attendance   |
| International Student Records                                     | 5 years after graduation or date of last attendance   |
| Student Academic Records                                           | • Permanent for transcripts  
<p>|                                                                     | • 7 years for all other records                       |
| Student Conduct Records/Disciplinary Action Records                | 5 years after graduation or date of last attendance   |
| Tuition and Fee Records                                            | 5 years after graduation or date of last attendance   |
| Transcript Request Forms                                           | 6 months for requests of official transcripts         |
| Veterans Records                                                   | 3 years following termination of enrollment period    |
| <strong>POLICE, SECURITY, SAFETY</strong>                                      |                  |
| Accident and Injuries Records                                     | 3 years after final disposition of claim              |
| Incident/Offense Reports                                           | 3 years         |</p>
<table>
<thead>
<tr>
<th>Record Type</th>
<th>Retention Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispatch Records</td>
<td>3 years or until case is adjudicated, whichever is longer</td>
</tr>
<tr>
<td>Emergency Response Plans and Procedures</td>
<td>Until superseded</td>
</tr>
<tr>
<td>Non-staff Accident and Injuries Records</td>
<td>5 years</td>
</tr>
</tbody>
</table>
| Security and Fire Records including Crime Statistics                       | • 3 years for copies of reports filed by law enforcement agencies  
                                  | • 5 years for all other records              |
| Student Incident Records                                                   | • 3 years if no claim results               
                                  | • 3 years after employee separation if incident involves employee hazard exposure |
| Vehicle Accident Records                                                   | 3 years                                    |
| **ENVIRONMENTAL HEALTH**                                                   |                                            |
| Environmental Regulations Records                                          | 10 Years                                   |
| Material Safety Data Sheets Records                                        | 30 years from the date the substance was last received in the workplace |
| Training Records (OSHA)                                                    | 3 years from the date on which training occurred |
| Medical Records for Employees with Occupational Exposure                   | Duration of employment plus 30 years from termination of employment |
| Toxic Substance Exposure Records                                           | 40 years                                   |
| **ALUMNI RECORDS**                                                         |                                            |
| Alumni Records                                                             | Permanent                                  |

**Travel and Credit Card Policies**

**Travel Policy**

Travel policies are included in a separate policy document available on the L drive under Human Resources. These policies include credit card use, booking hotels, flights and rental cars, Wi-Fi usage, per diem and meals, purchasing meals for guests, and travel expense reporting. All staff travelling on college business must be aware of and apply these policies.

**Credit Card Use**

All employees who are eligible for and have been issued company credit cards must sign the separate credit card policy available from the Business Office. The signed policy will be retained in the employee file. Any employee who misuses or in any other way contravenes the credit card policy is subject to discipline, up to and including termination.
**Timekeeping and Payroll**

**Employee Compensation**

LCCW offers a competitive compensation package to its employees. Employee concerns about working conditions, compensation, or benefits should be directed to their manager or the Human Resources Department.

**Work Schedule**

LCCW’s work week begins at 12:01 am on Sunday and ends on 12:00 am on the following Saturday. The normal work schedule for all regular full-time employees is 32 to 40 hours per week, and the regular part-time work schedule is between 20 and 31 hours per week. Administrative office hours are normally 8:00 am to 5:00 pm, Monday through Friday.

Supervisors will advise employees of their normal work schedule on the basis of departmental needs. Staffing needs and operational demands may necessitate variations in starting and ending times and days as well as variations in the total hours that may be scheduled each day and week.

**Meal and Rest Periods**

LCCW’s policy for non-exempt employees is that all such employees, whether employed in California or elsewhere, be provided with meal and rest periods in accordance with the following standards, except where applicable law would require additional or different standards to be met.

Non-exempt employees are provided with a paid, duty-free 10-minute rest period for every four hours of work or major fraction thereof; however, if they work less than 3.5 hours in a workday, they need not be provided with a rest period for that workday. The term “major fraction thereof” means, as applied to a four-hour work period, any amount of time in excess of two hours. Per this formula, non-exempt employees are entitled to the following rest time:

- One ten-minute rest period for workdays less than 3.5 to 6 hours in length;
- Two ten-minute rest periods for workdays more than 6 hours in length and up to 10 hours in length;
- Three ten-minute rest periods for workdays more than 10 hours in length and up to 14 hours;
- Additional rest time is required per the formula for workdays exceeding 14 hours.

In all instances, each rest period is to be taken as close as possible to the middle of the work period to which it corresponds although duty-free rest periods count as time worked for all purposes.

If they work more than five hours in a given workday, non-exempt LCCW employees are provided with an unpaid, duty-free meal period of at least 30 minutes in length starting before the end of the fifth hour of work; however, if they work no more than six hours during the workday, the meal period may be waived by mutual consent. If they work more than ten hours in the workday, they are provided with a second unpaid, duty-free meal period of at least 30 minutes in length starting before the end of the tenth
hour of work; however, the second meal period may be waived by mutual consent if the first one was not waived. If they work more than fifteen hours in the workday, they are provided with a third unpaid, duty-free meal period of at least 30 minutes in length starting before the end of the fifteenth hour of work. (An on-the-job meal period, which is paid, is allowed only when the nature of the work prevents such an employee from being relieved of all duty and when, by written agreement between LCCW and the employee, an on-the-job paid meal period is agreed to.) Waivers of meal periods and agreements for on-the-job meal periods must be in writing and on approved forms.

Non-exempt LCCW employees who want to skip, shorten, or waive a meal period must notify their supervisor in advance of doing so, and if approved, such decisions must be documented in writing on approved forms. Neither rest periods nor meal periods may be waived, shortened, or otherwise modified except at the employee’s own discretion and choice. Although supervisors and managers are responsible for carrying out this policy, employees are also responsible for those matters that they can control. For example, if a co-worker asks you a work-related question during a rest or meal period, you should tell your co-worker that you are on a rest or meal break and cannot discuss the matter until later. Moreover, if you know that a co-worker is on a rest or meal break, you should not bother them with work-related issues during that break. Questions or complaints about meal or rest period issues should be directed to your supervisor and HR. Employees may be required to remain on the premises during rest periods; however, they are not required to remain on the premises during meal periods.

**Timekeeping**

Accurately recording time worked is the responsibility of every employee. Federal and state laws require LCCW to keep an accurate record of time worked in order to calculate the employee’s pay and benefits. Time worked is defined as all the time that the employee actually spent on the job performing assigned duties.

A time sheet is an important legal, time-recording document. The Fair Labor Standards Act requires that all hourly, non-exempt employees accurately record the time they begin and end their work as well as the beginning and ending time of each meal break. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Non-exempt employees should report to work at their scheduled starting time and should not stay after their scheduled stop time without expressed, prior authorization pursuant to the Overtime Policy below.

It is the employee’s responsibility to sign their timesheet, to certify the accuracy of the time recorded, and to obtain their supervisor’s signature of approval. In case of corrections or modifications to the timesheet, both the employee and the supervisor must verify the changes by initialing the timesheet.

It is the employee’s responsibility to submit their time sheet on time. If the Payroll Officer does not receive the employee’s time sheet by the processing date, a paycheck will be issued on the basis of an estimate of the actual hours worked, and any corrections based on the actual time sheet will occur in the next payroll period.

An employee and/or supervisor who knowingly submits a false time sheet, fails to obtain prior authorization for any work beyond their scheduled stop time, or fails to provide the time record in a timely manner as required for processing of payroll is subject to discipline, up to and including termination.
Exempt employees must complete an attendance record that indicates the source of time-off benefits (vacation, sick leave, leave without pay, etc.) for days not worked. The exempt attendance record must be provided to the Payroll Officer at the beginning of each month to be used as the basis for calculating time-off benefits available for personal, sick, and vacation leave.

**Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime. All overtime hours must receive the supervisor's prior authorization and be submitted to the Executive Vice President for final approval. Overtime is not to be worked until final approval is given. Request for Overtime forms are available in the Human Resources Department.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. Time off on sick/personal leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Employees who work overtime without receiving prior written authorization from their supervisor may be subject to disciplinary action, up to and including termination.

**Payroll Information**

In compliance with federal and state laws, LCCW withholds federal and state income tax, Federal Insurance Contributions Act (Social Security and Medicare) contributions, and state disability insurance contributions (SDI) from each paycheck. LCCW may also withhold any further deductions as required by law or upon express authorization by the employee. Any questions regarding payroll deductions should be addressed to the Payroll Officer.

**Pay Days**

All employees are paid semi-monthly on the 15th and the last day of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled pay day falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled pay day. If a regular pay day falls during an employee's vacation, the employee may receive their earned wages before departing for vacation if a written request is submitted at least one week prior to departing for vacation and approved by the Executive Vice President.

Checks will not be released to any person other than the employee unless the employee signs an authorization to release their check to another person including a spouse.

Direct deposit is the preferred method by which employees are paid. Employees may have all or part of their salary directly deposited into a bank account by completing an online direct deposit form on the [HRIS website](#). Employees will receive an itemized statement of wages every pay period. Employees should complete a change form as early as possible if their account information is changed for any reason. The change can be made by the employee on the [HRIS website](#).

**Garnishments**
If an employee does not pay their debts, a creditor can, through legal means, order LCCW to withhold a certain amount from their paycheck. This claim is called a garnishment. LCCW has no desire to be involved in the employee's personal affairs but must obey the order of a court. The Payroll Officer will notify the employee upon receipt of a court order requiring LCCW to garnish the employee’s pay.

Employee Benefits

Benefit Programs

During the 30-day introductory period, new employees are eligible for those benefits that are required by law such as Workers' Compensation, Social Security, State Disability, and Unemployment Insurance. Once classified as a “regular” employee working 32 hours or more per week, the employee may be eligible for other LCCW provided benefits, subject to the terms and conditions of each benefit program. Benefits eligibility is dependent upon a variety of factors. The Human Resources Department will identify the programs for which employees are eligible during the onboarding process.

The following benefit programs are currently available to eligible employees:

- Chiropractic Care
- Group Health Insurance
- Dental Insurance
- Life and Accidental Death and Dismemberment Insurance
- Medical Insurance
- Vision Insurance
- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Unemployment Insurance
- Workers’ Compensation Insurance
- Voluntary 401(k) Retirement Plan
- Retirement Benefits
- Sick/Personal Leave
- Vacation Benefits
- Compensatory Time Off
- Holiday Pay
- Jury Duty
- Religious Observance
- Time Off to Vote
- Bereavement Leave
- California Paid Family Leave Law
- Civil Air Patrol Leave
- Crime Victims Leave
- Family/Medical Leave Act of 1993 and Military Family Leave Entitlements
- Family School Partnership Leave
- Long-term Disability Leave
- Military and Reserve Duty Leave
- Military Leave
- Military Spouse Leave
- Organ/Bone Marrow Donor Leave
- Personal Unpaid Leave of Absence
- Pregnancy Disability Leave
- Short-term Disability Leave
- Volunteer Civil Service/Emergency Response Leave
- Educational Assistance Program
- Staff Tuition Waiver Policy
- Support for Pursuit of Advanced Degree
- Service Recognition Awards Program

The above benefits are provided by LCCW. Some are optional and may require contributions from the employee. Contact the Human Resources Department for complete details. LCCW reserves the right to make changes to all employee benefits as it deems necessary.

**Chiropractic Care**

All regular part-time and full-time employees, their spouse, and their dependent children are eligible to receive chiropractic care at no cost through the LCCW Health Center upon hire. Employees are responsible for fees associated with x-rays and lab work.

Employees receiving chiropractic care must schedule their appointments during non-working hours.

**Insurance Benefits**

**Group Health Insurance**

All eligible full-time regular employees may sign up for Group Health Insurance benefits provided by LCCW. LCCW offers eligible employees a comprehensive benefits package including Medical, Dental, Vision, Basic Life and Accidental Death and Dismemberment, and Long-Term Disability.

Full-time regular employees are eligible for health benefits on the first day of the month following one month’s employment. Coverage terminates at the end of the month in which termination occurs. Summary plan descriptions will be provided and explained during new-hire orientation, and further information can also be obtained from the Human Resources Department.

Employees must contact the Human Resources Department when experiencing any qualifying event such as a marriage, divorce, death of a spouse, birth or adoption of children, or the loss of other health coverage that was provided by a spouse within 30 days after the event. It is essential that employees notify the Human Resources Department of such events to ensure that the appropriate insurance forms will be completed and explanation of benefits will be provided.

On an annual basis, LCCW offers an open enrollment period that allows eligible employees to elect health insurance plan changes. To obtain information about your monthly contribution and the college’s monthly contribution to the cost of the Medical, Dental, and Vision plans, please contact the Human Resources Office.
**Consolidated Omnibus Budget Reconciliation Act (COBRA)**

COBRA offers employees and qualified beneficiaries the opportunity to continue health insurance coverage under LCCW's group health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and an employee’s dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at LCCW's group rate plus an administration fee. The maximum period for continuation depends upon the qualifying event. LCCW provides each eligible employee and participating dependent(s) with a written notice describing rights granted under COBRA. These notices are administered through HRIS to the COBRA participant. For any questions about COBRA contact the Human Resources Department.

**Unemployment Insurance**

The Unemployment Insurance program, commonly referred to as UI, provides weekly unemployment insurance benefits for employees who lose their job through no fault of their own. Eligibility for benefits requires that the claimant be able to work, be seeking work, and be willing to accept a suitable job.

Unemployment Insurance is a unique federal-state program based on federal law, but in its relationship to the employer and the unemployed worker it is executed through state law and by state employees. It is financed by unemployment program tax contributions from employers.

**Workers’ Compensation Insurance**

From date of hire the employee is covered by Workers’ Compensation insurance. The employee may contact the HR Department or their local Workers’ Compensation Bureau for additional information.

Please note that Workers’ Compensation covers only work-related injuries and illnesses. The employee will not be eligible to receive Workers’ Compensation benefits for injuries that might happen if they voluntarily participate in an off-duty recreational, social, or athletic activity that does not constitute a part of their work-related duties.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately no matter how minor an on-the-job injury may appear. An Incident Report Form must be completed and returned to the Human Resources Department within 24 hours of the injury. The employee may be required to complete further paperwork to file a claim with the insurance carrier, depending on the severity of the injury.

**Voluntary 401(k) Retirement Plan**

The college will make a nondiscretionary matching contribution of 50% of the first 6% of compensation that you contribute to the voluntary 401(k) retirement plan. The company matching contribution will not exceed 3% of your eligible compensation.

**Retirement Benefits**

All retired employees are eligible to participate in the following benefits: faculty discount at the bookstore, admission to convocations on campus, use of the library facilities, admission to college activities, and Health Center privileges.
Sick/Personal Leave

LCCW provides paid sick/personal leave benefits to all regular employees for periods of temporary absence due to illnesses, injuries, or personal time needed. Members of the Comprehensive Bargaining Agreement should reference the agreement.

All regular full-time employees will receive 80 hours of paid sick/personal leave benefits per calendar year; however, the accessibility of the 80 hours will be based on monthly accruals. Full-time new hires will receive a prorated amount of leave based on 6.67 hours per month. Regular part-time employees will have a prorated amount of paid sick/personal leave according to the following schedule of work hours:

- 32 -40 hours = 80 hours sick/personal accrued at 6.67 hrs. per month;
- 20 -31 hours = 40 hours sick/personal accrued at 3.33 hrs. per month;
- 19 or fewer hours = 20 hours sick/personal accrued at 1.57 hrs. per month.

Employees can request the use of paid sick/personal leave after completing 30 calendar days of employment. Paid sick/personal leave can be used in minimum increments of two (2) hours. All eligible employees may use paid sick/personal leave for an absence due to their own illness, injury, personal time, or doctor’s appointments.

Paid sick/personal leave can also be used to care for and to diagnose and treat the illness, personal injury, and medical condition of a child, spouse, registered domestic partner, parent, grandparent, grandchild, or sibling.

Employees who are unable to report to work due to illness or injury must notify their direct supervisor or designee no later than one-half hour before the scheduled starting time unless circumstances preclude notification. Notification is defined as verbal contact or text to their immediate supervisor or designee. If the employee is unable to reach their supervisor, the receptionist must be contacted and advised. The direct supervisor or designee must also be contacted on each additional day of absence. Absence from work without contacting their supervisor may be grounds for disciplinary action, up to and including termination of employment.

If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement must be verified confirming the absence and the expected return to work date. If an employee expects to be off work due to an illness or injury for more than five consecutive days, the employee must request a Leave of Absence and complete a Medical Certification form. Please contact someone from the Human Resources Department for further instructions. Sick/personal leave benefits will be calculated on the basis of the employee's base pay rate at the time of absence and will not include any special forms of compensation such as stipends or bonuses.

Sick/personal leave benefits are intended solely to provide income protection in the event of illness, injury, or personal time during the calendar year. Unused sick/personal hours will roll over from one calendar year to the next. Up to 24 hours may be carried over from one calendar year to the next for a total maximum bank of 104 hours allowed each calendar year. Unused sick/personal hours are not payable during employment or upon termination of employment.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation,
and personal pursuits. Vacation benefits for all faculty, including Health Center faculty, radiologists, and librarians, are established in the CBA. Other employees are eligible to earn and use vacation time as follows:

- Part-time staff hired to work 20-31 hours per week:
  
  a) Employed 0-3 years = 4 hours per month;  
  b) Employed 4-7 years = 6 hours per month;  
  c) Employed 8 years or more = 8 hours per month;

- Full-time staff:
  
  a) Employed 0-3 years = 2 weeks per year (6.67 hours per month or 3.33 hours each pay period);  
  b) Employed 4-7 years = 3 weeks per year (10 hours per month);  
  c) Employed 8 years or more = 4 weeks per year (13.33 hours per month);

- Directors: 4 weeks of vacation per year (13.33 hours per month or 6.67 hours each pay period);  
- Executives: 6 weeks of vacation per year (20 hours per month).  
- All full-time employees employed 30 years or more: 6 weeks of vacation per year (20 hours per month or 10 hours each pay period).

Employees accrue paid vacation time beginning on their date of hire according to the above schedule. Employees are eligible to use accrued vacation time after they have completed six months of continuous service.

An employee's accrued vacation will be suspended for any significant leave of absence except military leave of absence. (See individual leave of absence policies for more information.)

Accrued vacation time can be used in minimum increments of two (2) hours. Employees must complete a Request for Paid Time-Off form on the HRIS website and have prior approval from their supervisor. Requests will be reviewed on the basis of a number of factors including business needs and staffing requirements.

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

Employees are encouraged to use their accrued vacation time. In the event that accrued vacation time is not used by the end of the fiscal year, employees may carry unused time forward to the next fiscal year. The total amount of unused vacation time may not accrue over the allotted "cap" equal to one and one-half times the annual vacation accrual amount. Once this cap has been reached, vacation accrual will be suspended until the unused vacation hours fall below the cap.

Upon termination of employment, an employee’s remaining balance will be paid for all unused vacation time that has accrued through their last day of work.

**Compensatory Time Off**

Under no circumstances will comp days off be given in place of receiving overtime pay.

**Holiday Pay**
LCCW will observe eleven (11) days per calendar year as paid holidays. Regular full-time and part-time employees, faculty, and administrative employees are eligible to receive compensation. The yearly holiday schedule with the specific dates is available in the Human Resources Department. The following legal holidays will be observed with some exceptions:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas
- New Year's Eve

LCCW will grant paid holiday time off to eligible employees upon completion of their 30-day introductory period. Holiday pay will be calculated on the basis of the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Full-time and part-time faculty will be compensated for any holiday falling on a scheduled class day.

Employees must work the full workday before and the full workday after the holiday to be eligible for holiday pay. If the employee is on an approved paid vacation leave during the holiday, the holiday benefit will apply. If eligible regular non-exempt employees are required to work on a recognized holiday, they will be compensated on the basis of federal and state laws.

When a holiday falls on Sunday, the following Monday is observed as a non-working day. When a holiday falls on a Saturday, the preceding Friday shall be observed as a non-working day.

**Jury Duty**

LCCW encourages employees to serve jury duty when required. Full-time employees, who have completed a minimum of six months of service, may request up to two (2) weeks of paid jury-duty leave. If the requirement to serve jury duty goes beyond the period of paid jury-duty leave, the employee may request to be paid using their accrued paid time off (e.g., vacation and/or sick benefits). If the employee does not elect to use accrued time off, the remainder of the jury duty will be without pay.

The employee requested for jury duty must notify their immediate supervisor as soon as possible. To be paid during the first two weeks of leave, the employee serving jury duty must obtain a receipt from the court for each day of absence. If the employee is "on call" for jury duty and the court schedule permits, the employee is expected to report for work.

The manager may request that the summoned employee be excused from jury duty if the absence would create a serious hardship to the operations of the department. LCCW will continue to provide health insurance benefits for the full term of a jury-duty absence. Vacation accruals and holiday pay will be suspended during jury-duty leave and will resume upon return to active employment.
Religious Observance

LCCW will make a reasonable attempt to accommodate its employees who wish to take time off to observe religious holidays. Requests for such time off should be submitted two weeks in advance and will be granted where possible on the basis of the schedules and staffing needs of the affected departments at the manager’s discretion. Such religious days, when taken, will be logged as vacation or personal days or will not be compensated.

Time Off to Vote

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

Employees should request time off to vote from their supervisor at least two (2) working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the regular work schedule to provide the least disruption to the normal work schedule. Employees may be required to provide a voter's receipt on the first working day following the election to qualify for paid time off.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member must notify their immediate supervisor for approval. A request for time off must be logged in the HRIS and approved by the manager. Up to three (3) days of paid bereavement leave is allowed. Unused accrued sick, personal, or vacation time may be used for additional time off with the approval of the employee's immediate supervisor. Bereavement pay is calculated on the basis of the base pay rate at the time of absence and will not include any special forms of compensation. LCCW defines “immediate family” as the employee's spouse, parent, grandparent, child, or sibling or the employee's spouse’s parent, grandparent, child, or sibling.

California Paid Family Leave Law

As of July 2004, California became the first state in the country to offer a comprehensive paid family leave program. The program allows employees to receive up to six weeks per year of partial wage replacement for leave taken to care for a seriously ill family member (child, spouse, parent, or domestic partner); to care for a newborn child; or to bond with a child after adoption or foster-care placement. Paid leave can be taken all at one time or intermittently, i.e., in hourly, daily, or weekly increments.

The program, which is funded through the State Disability Insurance (SDI) system, is funded entirely by employee contributions. Employees who take leave under the paid family leave program receive up to 55% of their wages, subject to a statutory cap. Only employees who pay into the SDI system, i.e., almost all private-sector employees and some public-sector employees, are eligible for paid leave. The paid family leave law does not require an employee to work a minimum number of hours or days before becoming eligible for paid family leave benefits.

Paid family leave insurance is not a form of job protection. In other words, the program does not guarantee an employee the right to take leave, nor does it require an employer to hold an employee’s job open while
the employee is on leave. Paid family leave does, however, run concurrently with leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), both of which provide job protection. In general, employers with 50 or more employees are covered by the FMLA and CFRA. The paid family leave law applies to all employees, regardless of employer size.

The paid family leave law requires a one-week waiting period. In addition, an employer may require an employee to use up to two weeks of vacation leave (but not sick leave) before the employee can receive the benefit. Finally, in the case of an individual taking leave to care for a sick family member, if another family member is able, available, and willing to provide care to the seriously ill family member, the individual is not eligible for the paid family leave benefit.

Civil Air Patrol Leave

Up to 10 days of unpaid leave is available for employees responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Leave for a single operational mission cannot exceed three days unless the employee submits proof that the governmental entity that authorized the mission granted an extension of time. Eligible employees must be employed for ninety days immediately preceding the leave of absence. Employees may use accrued vacation as income replacement.

Crime Victims Leave

California law allows employees unpaid time off to attend judicial proceedings related to a serious or violent felony whenever the victim is the employee, an immediate family member (spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather), the registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

Any employee who is a victim of domestic violence, sexual assault, or stalking is protected from discrimination, retaliation, or discharge for taking time off from work to obtain relief, such as a restraining order, to seek medical attention for injuries, or to obtain counseling services or other assistance. The employee should, whenever possible, provide reasonable notice to their supervisor or Human Resources of the need for leave. If advance notice is not practicable, the employee should provide notice within a reasonable period of time after missing work. LCCW may require documentation to support the need for the leave. An employee may request reasonable accommodations to accommodate their needs or for safety reasons unless such accommodations would create an undue hardship. Employees may use accrued vacation or sick leave as income replacement as appropriate.

Family Medical Leave Act of 1993 and Military Family Leave Entitlements

FMLA policy is included in a separate policy document available on the L drive under Human Resources. The college is covered by the FMLA. If your absence from work is for a serious health condition, either yours or a qualifying family member’s, you may be eligible for leave under the FMLA. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. The FMLA also provides for up to 26 weeks of Service Member Caregiver Leave.

Employees eligible for leave under FMLA are those who

- have completed at least 12 months of service with the company;
• have a minimum of 1,250 hours of service during the 12-month period immediately preceding the
  commencement of the leave; and
• are employed at a worksite that employs 50 or more employees within 75 miles of the worksite.

FMLA leave is available on a rolling 12-month time period, measured backward from the date you begin
FMLA leave unless your company designates another specific 12-month time period.

Qualifying Reasons

If you’re eligible, you can take unpaid FMLA leave

• to care for your child after birth;
• to care for a child placed with you for adoption or foster care;
• to care for your spouse, child, or parent who has a serious health condition;
• when a serious health condition leaves you unable to perform one or more of the essential
  functions of your position;
• because of a qualifying exigency as determined by the U.S. Secretary of Labor, arising out of the
  fact that your spouse, son, daughter, or parent is on covered activity duty or has been notified of
  an impending call or order to covered active duty in the Armed Forces;
• in order to care for a covered service member with a serious injury or illness if you are the
  spouse, son, daughter, parent, or next of kin of the service member (Service Member Caregiver
  Leave)

Wage Replacement and Additional Benefits

When taking unpaid leave through FMLA, you should determine if you may be eligible to use or receive
the following wage replacement benefits:

• PTO is paid time off that may be available and that your company may require you to use before
  taking unpaid leave under certain circumstances.
• Vacation and/or sick time is paid time off that may be available if your company offers it instead
  of a combined PTO benefit and that your company may require you to use before taking unpaid
  leave under certain circumstances.
• STD is short-term disability insurance that may cover you for certain kinds of illnesses or
  accidents. In addition, some states provide short-term disability benefits (SDI). SDI is state
  disability insurance that may require you to first use earned or accrued time off before SDI is
  available. California does provide SDI. To determine if another state in which you work offers
  SDI, consult the HR Department.
• LTD is long-term disability insurance that may cover you for certain kinds of illnesses or
  accidents after you have exhausted the benefits of your STD/SDI coverage.
• Workers’ Compensation insurance may provide benefits for work-related injuries or illnesses.
  State-paid family leave insurance may provide benefits when you are caring for a qualified
  family member with a serious health condition or bonding with a newborn child, a newly placed
  foster child, or an adopted child. To determine if the state in which you work offers paid family
  leave benefits, consult the HR Department.

Tracking and Integration
A leave is deemed to begin on the first day you are unable to work, even if you use PTO, vacation, or sick time during the waiting period for STD, SDI, or LTD. Also, if you use PTO, vacation, or sick leave and you receive other wage replacement benefits, we will integrate your PTO, vacation, or sick leave with your other wage replacement benefits, so you will receive up to but not more than 100% of your pay.

**Intermittent and Reduced Schedule Leave**

FMLA leave may be taken either intermittently or on a reduced-schedule leave if the leave is taken for a qualifying situation or if you have a serious health condition, are caring for a family member with a serious health condition, or are taking Service Member Caregiver Leave.

- Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason, illness, or injury.
- Reduced-schedule leave is a schedule that reduces the usual number of working hours in your workday or workweek. The amount of leave time taken will reduce the total amount to which you are entitled on the basis of the amount of time off you actually use.

When FMLA is unpaid because there is no paid leave available or you have chosen not to substitute paid leave, the college will reduce your salary on the basis of the amount of time actually worked. In addition, while you are on an intermittent or reduced-schedule leave, the college may temporarily transfer you to an available alternative position that better accommodates your recurring leave and that has equivalent pay and benefits.

**Applying for FMLA Leave**

If your need for Family Medical Leave is foreseeable based on an expected birth, a placement for adoption or foster care, a planned medical treatment for a serious health condition of yours or of a family member, or a planned medical treatment for a serious injury or illness of a covered service member, you must give the college at least 30 days prior notice if possible. We request that you provide notice by completing the Extended Leave of Absence Request form available in the Human Resources Department. If the need is not foreseeable, you must give notice as soon as practicable, generally within the same or next business day of learning of your need to take leave.

- For foreseeable leave due to a qualifying situation, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.
- If you are planning a medical treatment, you must consult with your manager first regarding the dates of such treatment.
- If you are requesting leave because of your own serious health condition or that of a child, spouse, or parent or for Service Member Caregiver Leave, you must submit a written medical certification signed by your health care provider. Invitational travel orders (ITOs) or invitational travel authorizations (ITAs) will be accepted as sufficient certification for a Service Member Caregiver Leave. Employees who take leave for a qualifying situation must also provide a written certification to support the need for leave. You must provide any required certification within 15 calendar days after being requested to do so unless this is not practicable under the particular circumstances despite your diligent, good faith efforts. Failure to provide medical certification in a timely manner may be grounds for a delay or denial of leave.
- You may be requested to provide recertification of a serious health condition at reasonable intervals but no more than every 30 days and generally not before the minimum duration of the serious health condition indicated in the original certification. During an absence due to your own
serious health condition, you must report to your manager at least every 2 weeks on your status and prospects for returning to work. If the leave was for your serious health condition, you will be required to submit a doctor’s release when you return to work.

**Job Benefits and Protection**

During a qualifying FMLA leave, LCCW continues to make available your regular LCCW group health benefits at the same level and under the same conditions as before the FMLA leave, provided that your share and the college’s share of the premiums are paid. However, if you elect not to return to work for at least 30 calendar days at the end of the leave period, you may be required to reimburse the college for the cost of the LCCW health benefit premiums paid by the college so that LCCW can maintain your regular health benefits during your qualifying FMLA leave, unless you cannot return to work because of a serious health condition that you or your covered family member have or because of other circumstances beyond your control. Accrual of PTO, vacation, sick leave, and holiday pay will be suspended during any unpaid portion of your FMLA leave and will resume upon your active return to employment. The use of FMLA leave will not result in the loss of any employment benefit that was earned before the start of the leave. When returning from FMLA leave, you will be restored to your original or an equivalent position with equivalent pay, benefits, and other employment terms, unless you would not otherwise have been employed at the time reinstatement is requested, you fail to provide a written release from your health care provider if required, or another exception applies.

If an employee is laid off during an FMLA leave, their employment will be terminated, and the college’s responsibility to continue leave, maintain group health benefits, and reinstate the employee will cease at the time of the layoff.

**FMLA Definitions**

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves either

1. Inpatient care requiring an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or any subsequent treatment in connection with such inpatient care;
2. Continuing treatment by a health care provider that includes one or more of the following:
   a) A period of incapacity of more than three consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves
      i. treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, a nurse under direct supervision of a health care provider, or a provider of health care services, e.g., a physical therapist, under orders of or on referral by a health care provider; or
      ii. treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider;
b) Any period of incapacity or treatment for incapacity due to a chronic serious health condition that
   i. requires periodic visits (at least twice a year) for treatment by a health care provider or a nurse under direct supervision of a health care provider;
   ii. continues over an extended period of time including recurring episodes of a single underlying condition;
   iii. may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);

c) A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective such as Alzheimer’s, a severe stroke, or the terminal stages of a disease. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;

d) Any period of absence to receive multiple treatments, including any period of recovery, by a health care provider or a provider of health care services under orders of or on referral by a health care provider, either for (i) restorative surgery after an accident or other injury or (ii) a condition that would likely result in a period of incapacity of more than three consecutive full calendar days in the absence of medical intervention or treatment.

Leave taken because of a work-related illness or injury is covered by this policy and will be counted in determining whether you have exhausted your entitlement for the relevant 12-month period under the FMLA.

Qualifying Exigency Resulting from Covered Duty means one or more of the following:

1. To spend up to seven calendar days to address issues that arise from short-notice deployment (seven or fewer calendar days);
2. To attend military events and other activities sponsored or promoted by the military, military service organizations, or American Red Cross that are related to a military member’s covered active duty or call to covered active duty status;
3. To engage in certain childcare and school activities including one or more of the following:
   a) To arrange for alternative childcare, to provide for childcare on an urgent basis, to enroll a child in or transfer a child to a new school or day care facility, and to attend meetings with staff at a school or daycare facility;
   b) To make or update financial or legal arrangements or to act as the military member’s representative before a federal, state, or local agency for the purpose of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, for a period of 90 days following the termination of such status;
   c) To attend counseling needed due to the covered active duty or call to covered active duty status of a military member;
   d) To spend up to five days with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment;
   e) To attend official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the military member’s covered active duty status or to address issues that arise from the death of a military member while on covered active duty status;
f) To address other events that arise out of the military member’s covered active duty or call to covered active duty status provided that the employer and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

**Service Member Caregiver Leave**

FMLA entitles eligible employees to take leave to care for a covered service member with a serious injury or illness. You must be the spouse, son, daughter, parent, or next of kin of the service member.

**Covered service member means**

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of 5 years preceding the date on which the veteran undergoes such medical treatment, recuperation, or therapy.

**Outpatient status for a covered service member means the status of a member of the Armed Forces assigned to**

1. a military medical treatment facility as an outpatient; or
2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

**Serious injury or illness of a service member means**

1. in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that
   a) was incurred by the covered service member in the line of duty on active duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; and
   b) may render the service member medically unfit to perform the duties of the service member’s office, grace, rank, or rating.
2. in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the 5-year period described above, a qualifying injury or illness, as defined by the Secretary of Labor, that
   a) was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; and
   b) manifested itself before or after the member became a veteran.

Veteran means a person who served in the active military, naval, or air service and was discharged or released from service under conditions other than dishonorable.
An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member, beginning on the first day the employee takes leave to care for the service member and ending 12 months after that date. If an employee does not take all of the 26 workweeks of leave entitlement to care for a covered service member during this single 12-month period, the remaining part of the 26 workweeks of leave entitlement to care for the covered service member is forfeited. During such 12-month period, employees may also take leave for other qualifying reasons under the FMLA. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Service Member Caregiver Leave runs concurrently with other leave entitlements provided under federal and state law.

The Service Member Caregiver Leave entitlement is to be applied on a per-covered-service member, per-injury basis such that an employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

If both spouses are employed by the company and request leave because of the birth, adoption, or placement of a child (bonding purposes), they may only take a combined total of 12 weeks of leave for such reasons during any 12-month period. In addition, if both spouses are employed by the company and take Service Member Caregiver Leave, the amount of Service Member Caregiver Leave taken in combination with any leave taken for bonding purposes may be limited to a combined total of 26 weeks during the single 12-month period in which the Service Member Caregiver Leave is taken. (Note: In this situation, the employees’ combined total leave taken for bonding purposes will still be limited to 12 weeks.)

Return to Work

If you take any kind of leave for your own serious medical condition, you must provide your supervisor with a medical release from an attending physician immediately upon returning to work.

Family School Partnership Leave

LCCW recognizes the crucial need for parents to be involved with their child’s education and school activities. In accordance with the Family School Partnership Leave Act, LCCW will provide unpaid time off according to the guidelines set forth below.

An employee who is a parent, guardian, or grandparent with custody of children in kindergarten through grade 12 is allowed up to 40 hours of unpaid leave each school year (prorated for part-time employees). This time off must not exceed eight (8) hours in any calendar month of the school year.

The employee must give reasonable notice to their immediate supervisor and complete a Request for Time Off form and return it to the Payroll Officer with the appropriate timecard or monthly absence report. Employees have the option to use accrued, unused vacation hours to be paid for this time.

Long-term Disability Leave
Long-term disability (LTD) can provide coverage when a six-month period has elapsed since the onset of the eligible disabling condition. The covered conditions may be occupational or non-occupational and can be the result of illness or injury or be related to a disabling pregnancy. Long-term disability requires a waiting period of 90 days before commencement of benefits. This coverage provides additional compensation to the State Disability benefits and must be applied for as soon as the employee has knowledge that the health condition will require an absence from work for more than 90 calendar days.

**Military and Reserve Duty Leave**

In addition to the military leave provided to employees under applicable federal law, LCCW provides up to 17 days of job-protected unpaid leave per calendar year to employees, who are members of the Reserve Corps of the Armed Forces of the United States, the National Guard, or the naval militia, when called to military duty for the purpose of military training, drills, encampment, naval cruises, special exercises, or the like, including travel time. Additionally, employees in the California State Military Reserve are entitled to a temporary military leave of absence without pay while engaged in military duty for the purpose of military training, drills, unit training assemblies, or similar inactive duty training not to exceed 15 calendar days annually, including travel time.

Employees may choose to use accrued vacation concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the company’s normal procedures for the applicable paid leave policy (e.g., call-in procedures and advance notice). Leave available under the FMLA and California law shall run concurrently.

**Military Leave**

All employees other than those occupying a temporary position may take leaves of absence to accommodate service in the Armed Forces, Military Reserves, and National Guard. The specific terms of the absence and of the employee’s rights to reinstatement, seniority, benefits, and compensation after a military leave are governed by federal and state law. The employee may direct any questions they may have about military leaves of absence to the Human Resources Department.

**Military Spouse Leave**

California Military Code §395.10 provides up to ten days of unpaid, job-protected leave to a spouse or domestic partner of a member of the Armed Forces who has been deployed during a period of military conflict and who is home on leave. An eligible employee must work at least an average of 20 hours per week and be the spouse or registered domestic partner of a member of the Armed Forces of the United States, National Guard, or Reserves who has been deployed during a period of military conflict.

Employees requesting leave under this policy may choose to use accrued paid vacation concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the company’s normal procedures for the applicable paid leave policy (e.g., call-in procedures and advance notice). Leave available under the FMLA and California law shall run concurrently.

**Organ/Bone Marrow Donor Leave**
Employees who have exhausted available sick leave will be given a leave of absence for up to 30 days for organ donation and up to five days for bone marrow donation upon submission of a written verification from a health care provider that they are a donor and there is a medical necessity for the donation. Employees will be required to use up to two weeks of accrued vacation to donate an organ and up to five days of accrued vacation time for bone marrow donation.

**Personal Unpaid Leave of Absence**

Full-time employees have the option to apply for an unpaid personal leave of absence under the following conditions:

- The employee must have at least three (3) years of service with LCCW.
- The employee must submit a request in writing to their supervisor specifying the reason for the leave, the start date of the leave, and the date of returning to work.
- The supervisor must approve the request before the employee takes the leave.
- If the supervisor is unable to maintain the department operations during the proposed leave, the leave will not be approved at that time.
- The leave is subject to approval on a two-week basis and must not exceed thirty days in any twelve-month period.

Subject to the terms, conditions, and limitations of the applicable health care insurance plans, LCCW will continue to provide health insurance benefits for up to 30 days of leave. The employee must pay any voluntary contributions to LCCW on the first day of every month. If the personal leave extends beyond 30 days, the employee will be offered to have coverage continued through COBRA (see Insurance Benefits section).

Accruals for years of service and the 401(k) plan will continue during the approved leave; however, vacation accrual and holiday pay will be suspended during the leave and will resume upon return to active employment.

Upon returning from a personal unpaid leave, the employee will be reinstated to the same position unless the employee’s job ceased to exist because of legitimate business reasons or each way of preserving the job in order to accommodate the employee would substantially undermine the ability to operate safely and efficiently. If the same position is not available, the college will make every effort to offer a comparable position in terms of such issues as pay, location, job content, and opportunity.

**Pregnancy Disability Leave**

Under California law, employees who are disabled by pregnancy, childbirth, or related medical conditions may be eligible for up to four months of the employee’s normal work schedule for unpaid pregnancy disability leave (PDL). A woman is disabled by pregnancy if, in the opinion of her health care provider, she is unable to work at all because of pregnancy or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or other persons. The conditions for which leave is available include prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth, post-natal care, gestational diabetes, hypertension, preeclampsia, and post-partem depression. PDL is available for the actual period required to be eligible for pregnancy disability leave under California law. Employees who satisfy the eligibility requirements for Family Medical Leave may take up to twelve weeks for covered pregnancy-
related medical conditions. Any leave available under FMLA for the serious health condition of the employee will run concurrently with leave available to the employee under the California Pregnancy Disability law.

Employees planning a pregnancy disability leave must notify the Human Resources Department at least 30 days in advance of a foreseeable event and as soon as possible for an unforeseeable event. A health care provider's statement must be submitted verifying that the employee is unable to perform job duties and has a need to be on pregnancy leave, including the beginning and anticipated end date of the disability. Any changes in this information should be promptly reported to the Human Resources Department. Employees may substitute any accrued paid leave time for unpaid leave as part of the pregnancy disability leave period.

Subject to the terms, conditions, and limitations of the applicable plans, LCCW will continue to provide health insurance benefits for the full period of the pregnancy disability leave. Accruals for years of service and the 401(k) plan will continue during the approved leave; however, vacation accrual and holiday pay will be suspended during the leave and will resume upon return to active employment.

Once the employee is released by a health care provider to return to work, written authorization must be submitted to the Human Resources Department and the supervisor prior to returning to work. At the time the employee is released from pregnancy disability leave, the employee has the option to request a family leave to care for their newborn under either the Family Medical Leave Act or the California Family Rights Act of 1993. Both laws allow up to 12 weeks for care and bonding with a child within the first 12 months after the child’s birth.

Upon returning from a pregnancy disability leave, the employee will be reinstated to the same job position unless the job ceased to exist because of legitimate business reasons or each way of preserving the job to accommodate the employee would substantially undermine the ability to operate safely and efficiently. If the same position is not available, LCCW will make every effort to offer a comparable position in terms of such issues as pay, location, job content, and opportunity.

If an employee fails to report to work immediately at the end of the pregnancy disability leave, LCCW will interpret that the employee has voluntarily resigned employment with LCCW. An employee may be subject to disciplinary action should they fail to comply with the notice and medical authorization requirements stated above.

**Short-term Disability Leave**

LCCW provides disability leave to all employees experiencing any illness, injury, or surgery that prevents them from performing their regular job duties and that requires them to be absent from work for more than five consecutive days. Elective surgery, pregnancy, childbirth, or related medical conditions are also covered.

An employee requesting short-term disability must notify their supervisor and the Human Resources Department by providing a health care provider's statement verifying that the employee is unable to perform their job duties and needs to be on short-term disability leave. The anticipated commencement date and duration of the disability leave must be included in this statement. Any changes in the information provided must be promptly reported to the Human Resources Department.

The employee has the option to apply for state disability wage benefits through the Employment Development Department (EDD). SDI coverage provides the employee with a weekly wage benefit during the disability leave, up to a maximum of 52 weeks. Weekly benefits range from $50 to a maximum of $987.
To qualify for the maximum weekly benefit amount ($987) an individual must earn at least $23,305.46 in a
calendar quarter during the base period. An individual’s weekly benefit amount is approximately 55 percent
of their earnings up to the maximum weekly benefit amount. Most STD plans won’t start paying until the
employee has been absent for one week or until the sick leave has expired, whichever comes first. State
disability claim forms and information can be obtained from the Human Resources Department, your health
care provider, or the EDD office.

The employee’s regular salary will be suspended during the disability leave. Available sick/personal leave
and unused vacation hours may be used to continue salary during the waiting period prior to receiving the
state disability benefits. Employees may elect to use their unused accrued vacation hours to supplement
their pay during the disability leave. The employee must contact the Human Resources Department prior to
the commencement of disability leave.

Subject to the terms, conditions, and limitations of the applicable health care insurance plans, LCCW will
continue to provide health insurance benefits. The employee must pay any voluntary contributions to
LCCW on the first day of every month. Accruals for years of service and the profit-sharing plan will
continue during the approved leave; however, vacation accrual and holiday pay will be suspended during the
leave and will resume upon return to active employment.

Upon returning from a disability leave, the employee will be reinstated to the same position unless the
employee’s job ceased to exist because of legitimate business reasons or each way of preserving the job
would substantially undermine the ability to operate safely and efficiently. If the same position is not
available, the college will make every effort to offer a comparable position in terms of such issues as pay,
location, job content, and opportunity.

The employee on an approved disability leave is required to inform the Human Resources Department at
least one week prior to the date of return. Prior to returning to work, the employee must provide a health
care provider’s authorization to return to work note to the Human Resources Department and the employee’s
supervisor. Any work-related restrictions to return to work must be documented clearly in the notification
from the health care provider.

If an employee fails to report to work at the end of the approved disability leave, LCCW will consider that
the employee has voluntarily terminated employment.

**Volunteer Civil Service/Emergency Responder Leave**

Employees who are required to perform emergency duty as volunteer firefighters, reserve peace officers, or
emergency rescue personnel will be permitted to take up to 14 days of unpaid leave per calendar year for the
purpose of engaging in fire or law enforcement training. Employees may use accrued vacation as income
replacement.

**Educational Assistance Program**

LCCW recognizes that the skills and knowledge of its employees are critical to the success of the
organization. The educational assistance program encourages personal development through formal
education, so employees can maintain and improve job-related skills or enhance their ability to compete for
reasonably attainable jobs within LCCW.

All regular full-time employees who have completed two years of continuous service and are performing
their current job satisfactorily are eligible to submit a request for educational assistance. The course schedule must not interfere with daily work assignments or scheduled work hours and is subject to supervisor approval.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable future position in the organization in order to be eligible for educational assistance. LCCW has the sole discretion to determine whether a course relates to an employee's current job duties or to a foreseeable future position.

While educational assistance is expected to enhance the employee’s performance and professional abilities, LCCW does not guarantee that participation in formal education will entitle the employee to an automatic advancement, a different job assignment, or any pay increase.

Employees must submit a written request for educational assistance to their supervisor. The request must include

- the name of the institution to be attended;
- the title of each course to be attended;
- the cost of each course to be attended;
- statement of how each course to be attended will enhance the employee’s current job performance and/or how the course will enhance the employee’s personal growth for future opportunities within LCCW.

Upon approval of the request by the employee’s immediate supervisor, the employee must forward the request to the Human Resources Department for final approval and processing. The Human Resources Department will notify the employee and the department supervisor as to the status of the request.

After approved courses are completed, LCCW will pay up to a maximum of $800 per fiscal year. LCCW will reimburse the employee for the cost of courses and books only. Reimbursement will be made in accordance with the following criteria:

- 25% for a grade of C
- 50% for a grade of B
- 75% for a grade of A

Employees requesting reimbursement must provide the Human Resources Department with copies of report cards and receipts for tuition and books. The employee is solely responsible for any income tax requirements associated with the grant.

**Staff Tuition Waiver Policy**

Tuition waivers for dependent family members of full-time employees are provided to support the vision and mission of the college, encourage employee engagement in the profession, and enhance employee commitment to the success of the college.

Dependent family members are defined as a spouse or domestic partner and a child or stepchild by birth or adoption. Vice presidents and all faculty covered in the CBA receive full tuition waivers. All other full-time permanent employees receive waivers commensurate with the length of continuous service, as per the table below:
Full-time administrative employee waiver schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>% Discount</th>
<th>Family Members Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years</td>
<td>50% tuition</td>
<td>1 family member</td>
</tr>
<tr>
<td>10+ years</td>
<td>100% tuition</td>
<td>1 family member or 2 x 50%</td>
</tr>
</tbody>
</table>

For all dependent family member waivers, the dependent family member must maintain a cumulative GPA of 2.5 for all classes taken and remain in good academic standing in order to continue receiving the waiver. Every term in which the dependent enrolls at the college, the dependent must submit a transcript from the most recently completed term to Human Resources. The waiver does not apply to courses already taken at the college, either withdrawn or failed, does not cover repeat classes, library fines, textbooks, or any other costs outside of tuition.

To be eligible for the waiver, the employment anniversary date must fall before the beginning of the academic term for which the waiver is requested. The employee must remain full-time through the term, and any change in the employee’s employment status during the term may result in the withdrawal of the tuition waiver and the prorated application of full tuition costs for the balance of the term following the change in status. In the event of the death of the employee, the dependent tuition waiver will continue to the conclusion of the degree.

Note: There may be tax implications for this tuition program under IRS regulations. This program may be considered taxable wages and subject to income tax withholding. Employees should consult their tax advisor for advice.

**Support for Pursuit of Advanced Degree**

College support for full-time faculty and staff who have served 12 months or longer and wish to pursue an advanced degree is given in recognition of the time and effort needed to attain this level of credential and the value that this knowledge and credential adds to the work of the employee, colleagues, and the college in general.

The college will support up to three concurrent Ph.D./Ed.D. candidates and up to five concurrent Master’s candidates on an annual basis. Application for this grant must be a written proposal to the President detailing the benefit to the college, the thesis topic, fees, the duration, and other degree requirements. The written proposal must be presented to the President during an interview. The award of the grant is at the President’s discretion.

When the employee wishes to enroll in a Master’s degree, Ph.D., or Ed.D. program, the college will contribute to the cost of tuition for the degree program up to a 50% cap. In most cases the time to complete the program is four years for a Ph.D. and Ed.D. and two years for a Master’s degree. The college will make payments in annual and equal increments for each of these years on the anniversary of the start date.

In recognition of the fact that this education is an investment that the college is making in the full-time employee and that the education is a personal long-term benefit to the employee, if the employee voluntarily leaves the full-time employ of the college any time before having the degree conferred, they will repay the full amount paid by the college up to the date they leave the employ of the college.

If the employee voluntarily leaves the full-time employ of LCCW up to the end of the 12th month after the date the degree is conferred, they will repay 100% of the cost of the degree that was paid by LCCW. If the
employee voluntarily leaves the full-time employ of the college between the start of the 13th month and the end of the 24th month after the date the degree is conferred, they will repay 60% of the cost of the degree that was paid by LCCW. If they voluntarily leave the full-time employ of the college between the start of the 25th month and the end of the 36th month after the date the degree is conferred, they will repay 30% of the cost of the degree that was paid by LCCW.

If the employee is released for cause at any time between the commencement of the degree and completion of the degree, all costs paid by the college up to the date they are released will be repaid to the college in full. If the employee is released for cause following the completion of the degree and prior to the end of the 36th month after the date the degree is conferred, they will repay the full cost of the degree incurred by the college.

In each case where the employee must repay the college, payment will be made within sixty days of the employee's effective date of resignation or termination.

The term "voluntarily leaves" is defined as any occasion on which the employee is the moving party regarding termination of employment. The term “released for cause” is defined as any occasion on which the college is the moving party regarding termination of employment.

The college will grant the employee adequate time to complete the degree program, which will not exceed five years from the date the Ph.D./Ed.D. program commenced or two years from the date the Master’s degree commenced. The employee will use regular vacation time from college duties for any appropriate time off from the educational program. Employment with the college is a regular, full-time endeavor, and as such the employee must ensure that their educational program does not interfere with their ability to achieve the goals and objectives of their full-time employment with the college.

If awarded, this grant will be formalized in an agreement between the college and full-time employee and placed in the employee’s file. The employee is solely responsible for any income tax requirements associated with the grant.

Service Recognition Awards Program

LCCW recognizes the importance of acknowledging the long-term commitment of its employees. The Service Recognition Awards Program is an opportunity for LCCW to show its appreciation and gratitude for employees with multiple years of service. Awards will be given to employees with service lengths of 3, 5, 10, 15, and 20 years and every 5 years thereafter.

Rules of Conduct

Employee Rules of Conduct

LCCW reserves its right, where permitted by law, to terminate employment “at-will” with or without cause and with or without notice. In order to protect the interests and safety of all employees and the organization, the college expects all persons employed or contracted by LCCW to follow the employee rules of conduct. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. However, in order to provide guidelines the following are examples of unacceptable behaviors during employment with LCCW. Any infractions involving proper conduct and professional behavior may result in disciplinary action ranging from verbal and/or written warnings to suspension and/or termination of employment:
• Excessive absenteeism, tardiness, and unexcused absences;
• Neglecting job duties, responsibilities, and/or insubordination, i.e., refusing to follow directions and/or instructions given by the supervisor;
• Conducting any personal business during work hours on LCCW premises;
• Malicious, defamatory, vulgar, obscene, libelous, or discriminatory comments;
• Disclosure of confidential college information, data, documents, or copyrighted materials to third parties;
• Representation of personal opinion as the policy of LCCW without authorization;
• Restricting or interfering with the performance of other employees’ jobs and/or engaging in any unwarranted interruption of the work environment;
• Using college property for personal use including computers, stationery, telephones, credit cards, or other college equipment;
• Falsifying, tampering, or misrepresenting any reports or records including personnel information, timecards, absences, sickness, student records, or any requested leaves of absence;
• Dishonest acts such as clocking in other employees, forging signatures, stealing, etc.;
• Falsely stating or making claims of Workers’ Compensation injuries or disability;
• Removing any confidential trade secret property, records, or other material without proper written authorization by the appropriate department supervisor;
• Abuse or destruction of LCCW property including office equipment, furniture, etc.;
• Any acts of violence toward employees, students, and visitors or the possession of firearms or weapons on college premises;
• Smoking in the non-designated smoking areas;
• Dispensing or copying the college keys and/or security codes without authorization;
• Failure to observe LCCW's safety and security requirements;
• Unlawful harassment, including sexual harassment, of any person on the college campus.

Voluntary Resignation due to Job Abandonment

The college expects employees to report for work on time for every scheduled shift. An employee who is unable to report to work at the designated time is required to notify their supervisor as soon as practicable but no later than the employee's scheduled start time in accordance with the sick leave policy. Employees who fail to report to work for three consecutive business days without notifying the college of the absence will be considered as having voluntarily resigned as a result of job abandonment.

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

Disciplinary Policy

Employee Issues

1. Corrective Action: The purpose of corrective action is to provide a sequence of remedial
measures to improve professional conduct and, if necessary, to provide a procedure and due process safeguards for the discipline of an employee, up to and including discharge.

2. Timely Action: If corrective action is necessary, the procedures in this policy shall be initiated in a timely manner, allowing the employee to correct and improve their conduct promptly when appropriate.

3. Levels of Corrective Action:
   - Level One: Informal verbal warning with written documentation in the employee’s personnel file;
   - Level Two: Written warning;
   - Level Three: Increased corrective action, up to and including suspension and/or termination of employment.

4. At Level Two and Level Three, any corrective action will include a written statement clearly and concisely stating the reason for the corrective action, the results of the investigation, the steps for remediation, and the consequences of failing to accomplish the steps for remediation.

5. Immediate Termination of Employment: An employee’s employment may be terminated immediately without the prior steps for egregious conduct including but not limited to unlawful harassment, violence or threat of violence, falsifying employment or other college-related documents, possession, use, or sale of illegal drugs on college property, theft, egregious professional misconduct, and pleading guilty to or being convicted of a felony.

Performance Issues

A performance issue is where an employee

- fails to perform all, some, or one of the duties of the position to the standards required; this can be issues of speed, quality, quantity, or how they are delivering service;
- does not comply with work rules or work procedures and may include negative and disruptive behavior that impacts co-workers.

Note: This type of issue should not immediately be treated as misconduct when the employee is new to the workforce or to the work. In these situations it is important to be sure that the employee is aware of the work rules and has been trained and understands the procedures that apply. If the concern relates to a behavioral issue, make sure that the employee is aware of what the acceptable behavior for the workplace is.

Having these systems in place and well understood can help employers to manage performance issues effectively in their organization:

- Management of the policy and process of performance issues;
- Performance Improvement Plans (PIPs) and Individual Development Plans (IDPs) can be implemented via templates that are the same or similar to the ones attached here or via similar formats using online tools in the future.
- Management training on offering constructive feedback and using performance tools;
- Position descriptions;
- Process for resolving problems.
Example of a Performance Improvement Plan Template

Employee:
Employee Position:
Manager/Team Leader:
This plan will be in place from (current date) to (review period)

<table>
<thead>
<tr>
<th>Performance Issue</th>
<th>Expectation</th>
<th>Support and Training</th>
<th>Assessment</th>
<th>Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>For each objective, set out what the issue is: <strong>Objective 1</strong></td>
<td>What “good” looks like, i.e., what the standard is</td>
<td>Include all support that was offered even if the support wasn’t accepted.</td>
<td>How and when</td>
<td>Performance over the period: What went well, what could have been better, and what wasn’t completed or was missed including what the actual issues were</td>
<td></td>
</tr>
</tbody>
</table>

**Progress of Objective 1:**
Use this area to create a rolling record of progress. Date each entry; if possible get employee participation in this process.

**Objective 2**

**Progress of Objective 2**

**Objective 3**
Example of an Individual Development Plan Template

Instructions

Once you have completed your Self-assessment (Step 1) and an Assessment of Your Position and Your Work Environment (Step 2) as outlined in the Individual Development Plan process, you are ready to complete the IDP form (next page). You have to define each of these steps if we are including this in the instructions.

Individual Development Plan Purpose

- Set priorities for your career development.
- Identify goals that are mutually beneficial to you and your employer.
- Select the best available activities and the resources needed to help you achieve your goals.
- Set a timeline for achieving your goals.

Individual Development Plan Sections

- Developmental goals for the coming year
  - What do you want to achieve?
• Relationship of goals to the organization’s goals
  o How will the organization benefit from your developmental goal?

• Knowledge, skills, and abilities to be developed
  o What will you learn?

Developmental activities
  o What are the best developmental activities for the goals that you have identified?

Resources
• What resources are required for you to engage in the developmental activities – time, funds, help from others, and so forth?

Date of completion
• IDPs are usually written for a one-year period, but some employees prefer to set short-term (1 year), medium-term (2 years), and long-term (3 years) goals. The longer time frame may be necessary if, as a goal, you want to earn a degree or certification in your field.

**Individual Development Plan**

<table>
<thead>
<tr>
<th>Developmental Goals for the Coming Year</th>
<th>Relationship of Goals to the Organization’s Goals</th>
<th>Knowledge, Skills, Abilities to be Developed</th>
<th>Developmental Activity</th>
<th>Resources</th>
<th>Date of Completion</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Employee’s signature __________________________ Date __________________________

Manager’s signature __________________________ Date __________________________

**Safety Responsibility and Rules**
Working Safely

Every employee is responsible for working safely, both for self-protection and the protection of fellow workers. Some employee safety responsibilities and rules include but are not limited to the following:

- Do not operate any equipment without proper training and authorization.
- Report any safety hazards or defective equipment to your manager or the Facilities Manager immediately.
- Do not remove and/or tamper with any guards or safety devices, and never use any equipment with inoperative or missing guards or safety devices.
- Report all accidents and injuries using an Incident Report available on the Community drive, no matter how minor, to your supervisor and the Human Resources Department within 24 hours.
- Do not climb on shelves or stand on chairs; you must use a step stool or ladder.
- Always follow safe lifting procedures when lifting any object, and get help for heavy objects:
  - Bend knees, not your back.
  - Keep object close to body.
  - Lift with legs.
  - Do not lift and twist.
- All tools and equipment should be inspected for safe condition, grounding, and operation before using.
- When required, employees must wear all safety articles and use protective equipment provided to them.

Employees violating any of these rules or practices or engaging in any conduct that creates a safety hazard or disruptive environment will be subject to disciplinary action, up to and including termination of employment.

Ergonomics Program

LCCW is committed to minimizing repetitive motion injuries through work site evaluations, proper office equipment, control measures, and safety and prevention training. All employees are encouraged to report any related concerns to their manager and/or the Human Resources Department.

Alcohol and Other Drug Use Policy

Drug-Free Schools and Campuses Act

The Drug-Free Schools and Campuses (DFSC) Act of 1989 requires that as a condition of receiving funds or any other form of financial assistance under any federal program, an institution of higher education must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees. This policy provides protocols and processes to ensure Life West’s compliance with the Act.

It is the goal of Life West to maintain a drug-free workplace and campus. The unlawful manufacture, distribution, possession, and/or use of controlled substances or the unlawful possession, use, or
distribution of alcohol is prohibited on the Life West campus, in the workplace, or as part of any of the college’s activities. This includes the unlawful use of controlled substances or alcohol in the workplace even if it does not result in impaired job performance or unacceptable conduct.

The unlawful presence of any controlled substance or alcohol in the workplace and on the campus itself is prohibited. Violations will result in disciplinary action up to and including termination of employment for faculty and staff or expulsion of students. A disciplinary action may also include the completion of an appropriate rehabilitation program. Violations may also be referred to the appropriate law enforcement authorities for prosecution.

**Student Code of Conduct - Drugs**

The following acts may subject students to disciplinary action: the illegal use, possession, or distribution of drugs; the use or possession of equipment, products, or materials that are used or intended for use in manufacturing, growing, using, or distributing any drug or controlled substance; possessing, concealing, storing, carrying, or using any drug paraphernalia as defined in the California Health and Safety Code §11364.5, including but not limited to objects intended for use or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body. A reported violation of this section will result in the confiscation and immediate disposal of drugs and drug paraphernalia by college administrators.

**Drug-free Workplace Policy**

The following policy applies to all college employees: the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.

As an ongoing condition of employment, employees are required to abide by this prohibition and to notify Human Resources of any criminal drug statute conviction that they receive for a violation occurring in the workplace. Notification must be provided in writing no later than five days after such a conviction. The college will notify the appropriate governmental agency within ten days of learning of the conviction.

If an employee receives such a conviction, the college will take appropriate disciplinary action against the employee, up to and including termination, or require the employee to participate satisfactorily in an approved drug-abuse assistance or treatment program. Human Resources makes information available about drug counseling and treatment. It is the responsibility of all college faculty, staff, and students to comply with this policy and to inform visitors of this policy.

**Alcoholic Beverage Policy**

The Alcoholic Beverage Policy is set in the context of the legal requirements governing the sale, consumption, and distribution of alcoholic beverages and in the context of community expectations for not only upholding the laws but also sharing responsibility for the safety and welfare of other members of the college community. The college considers intoxication, disorderliness, or offensive behavior deriving from the use of alcoholic beverages to be unacceptable.

The serving and consumption of alcoholic beverages on campus and at campus-sponsored events off campus will be done in compliance with applicable municipal, state, and federal laws and regulations.
and in accordance with college policies and procedures. All persons on campus or at any college-sponsored event off campus where alcoholic beverages are being served or consumed are expected to abide by and respect all such laws, regulations, policies, and procedures.

Alcoholic beverages at events held on campus will be supplied and sold only by a designated, licensed agent of the college. No other individual person or private party will supply or sell alcoholic beverages at on-campus events or hold the license for the sale of alcoholic beverages on campus. The sponsorship of events by alcoholic beverage companies or distributors is limited to cash donations and donated products (other than those that directly promote or advertise alcoholic beverages) that support fundraising or other special events as approved by the appropriate Vice President.

If a unit or sub-unit of LCCW or a recognized student organization holds a function off campus where alcohol is to be served, the following rules and regulations must be observed:

- There will be no functions where alcoholic beverages are the main focal point of the event. Any advertising for the function will not include specific references to the fact that alcoholic beverages will be provided.
- Any activity that contributes to alcohol overindulgence or abuse is strictly prohibited.
- At a student function, before anyone receives and consumes alcoholic beverages, a driver’s license or other official identification that lists the age of that individual must be checked by a person designated by the student organization hosting the event to ensure that the individual is of legal drinking age. At all other functions, the sponsoring organization will take reasonable measures to ensure that all local and state laws regarding the consumption of alcohol are followed.
- At any function where alcohol is served, non-alcoholic beverages must be continuously available in equal or greater quantity. Food must also be available.
- No visibly intoxicated person shall be served alcohol at any function.
- If alcohol is to be served at a student-organized function or by a student organization, the Manager of Student Life must be notified in writing in advance of such an event that alcohol will be served at such an event.
- If a function lasts two hours or more, the serving of alcoholic beverages must stop at least 45 minutes before the scheduled end of the activity.
- It is strongly encouraged that any organization that allows alcohol at its activities provides alternative transportation to any individual in attendance who has overindulged in alcohol.

Adherence to these policies will be the individual and personal responsibility of each member of the student body, staff, faculty, or administration of LCCW.

Alcoholic beverages will not be served or consumed in public areas of the campus except at authorized college events. Public areas include all indoor and outdoor spaces on the campus except individual departmental work areas and offices.

Alcoholic beverages will not be served or consumed at any college-sponsored intercollegiate or club athletic sports event or recreational sports activity.

The sponsorship of events by alcoholic beverage companies or distributors is limited to cash donations and donated products (other than those that directly promote or advertise alcoholic beverages) in support of fundraising or other special events as approved by the appropriate Vice President.
Select California State Laws on Alcohol

1. It is a misdemeanor to sell, furnish, or give alcoholic beverages to a person under the age of 21.
2. It is an infraction for a person under the age of 21 to purchase or possess alcoholic beverages.
3. It is a crime to sell alcohol without a valid liquor license or permit.
4. It is a crime for any person to drink while driving, to have an open container of alcohol in a moving vehicle, or to drive under the influence of alcohol.
5. It is a misdemeanor to be intoxicated in a public place.
6. Intoxication is presumed at blood levels of 0.08 percent or higher and may be found with blood alcohol levels from 0.05 percent to 0.08 percent.

Student Code of Conduct - Alcohol

The following acts may subject students to disciplinary action:

- the possession, consumption, sale, or action under the influence of alcoholic beverages by persons under the age of 21;
- furnishing alcoholic beverages to persons under the age of 21;
- the consumption of alcoholic beverages in a public place (all areas other than private offices and scheduled private functions);
- the excessive and inappropriate use of alcoholic beverages. A reported violation of this section will result in the confiscation and immediate disposal of alcoholic beverages and related equipment.

General Health Risks Associated with the Use of Alcohol and Other Drugs

Many well-documented risks are associated with alcohol and other drugs, affecting not only the individual user but also their family, friends, and communities. Alcohol is frequently implicated in cases of sexual misconduct on campus, and the misuse of other drugs is sometimes a factor in other violent behavior. Problems associated with alcohol and other drugs include

- impaired brain function;
- poor academic or job performance;
- relationship difficulties including sexual dysfunction;
- a tendency to verbal and physical violence;
- financial distress;
- injuries or accidents;
- violations of the law such as driving under the influence;
- willfully destroying property;
- death.

The following summaries describe some of the additional substance-specific risks associated with the use and misuse of alcohol and other substances.

Alcohol
For men, at-risk drinking is drinking more than four standard doses (or drinks) of alcohol a day and/or more than 14 drinks per week. For women, at-risk drinking is drinking more than three standard doses (or drinks) of alcohol a day and/or more than seven drinks a week. (One drink is equal to 12 ounces of beer, 5 ounces of wine, or 1.5 ounces of liquor.) While any alcohol use has the potential to contribute to problems (e.g., alcohol use impairs brain function and motor skills even when a person is not legally drunk), studies show that certain “at-risk” drinking patterns are associated with an increased likelihood of negative outcomes.

At-risk drinking can cause poor performance in school or at work, accidents, injuries, arguments, legal problems (including DUI), strained relationships, undesirable or even dangerous sex, and verbal or physical violence including the perpetration of sexual assault. At-risk drinking also contributes to sleep problems, prolonged intoxication, a.k.a hangovers, cancer, liver disease, stroke, depression, anxiety, and Alcohol Use Disorder.

At-risk alcohol consumption is involved in the majority of violent acts on campuses, including sexual assault, vandalism, fights, and accidents involving cars, pedestrians, and bicycles.

Although not necessarily obvious in the traditional college-age population (18-24), there is addiction among users.

**Cannabis (Marijuana, Hashish)**

THC, the active chemical in marijuana, is stored in the fat cells of the body and, depending on the amount used and the duration of time, can stay in the body from a few days to about two months. Marijuana use can impair or distort short-term memory and comprehension, alter the user’s sense of time, and reduce coordination. Use may also result in a compromised immune system and an increased risk of lung cancer.

**Cocaine (Crack and Other Stimulants)**

The immediate effects of cocaine use include dilated pupils and increased blood pressure, heart rate, and respiration rate followed by a crash when the drug wears off. Over the long term, cocaine users often have nasal passage and nasal septum problems. There is a high rate of addiction among users.

**Hallucinogens (LSD, Mescaline, Psilocybin)**

Hallucinogens cause illusions and distortions of time and perception. The user may experience episodes of panic, confusion, suspicion, anxiety, and loss of control. Flashbacks can occur even after use has stopped. PCP or phencyclidine has been shown to produce violent behaviors that can lead to injuries to the user or a bystander.

**Heroin (Other Opiates)**

Heroin causes the body to experience diminished pain. If injected, it can result in blood-vessel damage and possibly the transmission of infections such as hepatitis and HIV if needles are shared. There is a high rate of addiction among users.

**Tobacco (Cigarettes, Chews, and Other Products)**

Tobacco use has been proven not only to be addictive but also to have serious, well-documented health consequences. While many people, particularly students, look to smoking as a way of reducing stress, it should be remembered that there is no comparison between the stress of facing emphysema or lung
cancer and the stress of preparing for mid-terms. There is a high rate of addiction among users.

**Resources for Students**

Students and employees are encouraged to seek immediate help through any of the following resources:

- **Alameda County Behavioral Care Access Hotline**  
  (800) 491-9099  
  [www.acgov.org](http://www.acgov.org)  
  Offers referrals to substance-abuse services in Alameda County.

- **Al-Anon and Alateen in Northern California**  
  [http://ncwsa.org/community/san-francisco/](http://ncwsa.org/community/san-francisco/)  
  Al-Anon and Alateen are branches of Al-Anon Fellowship whose members include friends, relatives, and others associated with persons attempting to achieve sobriety.

- **Alcoholics Anonymous**  
  [https://eastbayaa.org/](https://eastbayaa.org/)  
  East Bay Intergroup, Inc. is an official Alcoholics Anonymous website.

- **CommPre**  
  A program of Horizon Services  
  (510) 885-8741  
  Offers prevention strategies to reduce alcohol and medication misuse among older adults.

- **www.Drug-Rehab.org**  
  (888) 268-3714  
  A non-profit drug and alcohol rehab referral and placement service

- **East Bay Community Recovery Project**  
  [www.ebcrp.org](http://www.ebcrp.org)  
  Provides substance abuse, mental health, and other health services in Hayward and Oakland to women and children. Helps underserved people of Alameda County with a focus on those dealing with substance abuse and psychiatric disorders.

- **Horizon Services, Inc.**  
  (510) 582-2100  
  [www.horizonservices.org](http://www.horizonservices.org)  
  A safe, effective, and affordable environment for drug and alcohol recovery, offering residential and non-residential programs. Offers a variety of programs and services throughout San Mateo, Santa Clara, and Alameda Counties including youth programs.

- **Humanistic Alternatives to Addiction Research and Treatment**  
  20094 Mission Blvd.  
  Hayward, CA 94541  
  (510) 727-9755  
  [www.haarthyward.org](http://www.haarthyward.org)  
  [info@haarthyward.org](mailto:info@haarthyward.org)  
  Offers both short- and long-term treatments for problematic opioid use with methadone and suboxone, medical monitoring, counseling, and psychotherapy.

- **MPI Chemical Dependency Treatment Services**  
  Summit Medical Center  
  3012 Summit St.  
  Providence Pavilion (South), 5th Floor  
  Oakland, CA 94609
A local organization that can be contacted 24/7. Their mission is to provide affordable, high-quality chemical dependency treatments including detoxification, inpatient and residential rehabilitation, day treatments, and morning and evening intensive outpatient programs.

- New Bridge Foundation
  2323 Hearst Avenue
  Berkeley, CA 94709
  (866) 772-8491
  https://www.newbridgefoundation.org/
  Offers addiction treatment programs.

- Recovery Programs and Treatment Centers
  www.recoverycorps.org
  An online resource for help with drug and alcohol recovery and treatment programs. A very user-friendly site that allows you to search for resources in your area and provides names, addresses, phone numbers, and descriptions of a variety of facilities.

- Terra Firma Diversion/Educational Services
  30086 Mission Blvd.
  Hayward, CA 94544
  (510) 675-9362
  http://www.terrafirmadiv.com/aboutus.htm
  Mondays to Fridays, 9:30 am to 7 pm
  Saturdays, 9 am to 4 pm
  Offers a variety of resources and educational tools, including a 20-week drug and alcohol counseling program for individuals who wish to abstain from drugs and alcohol, and creates a supportive environment for recovery.

- Women On The Way Recovery Center
  20424 Haviland Ave.
  Hayward, CA 94541
  (510) 276-3661
  www.wotwrc.org
  A non-profit residential drug and alcohol recovery program and a safe haven for abused, battered, addicted, and betrayed women to become educated and empowered to take control of their lives.

State and Federal Criminal Sanctions

The following is a brief summary of the state and federal criminal sanctions that may be imposed upon someone who violates the alcohol and other drug policy at LCCW or elsewhere in the State of California:

- A violation of California law for the unlawful sale of alcohol may include imprisonment in the county jail for six months, plus fines and penalties.
- A violation of California law for the use of alcohol by obviously intoxicated individuals will vary with the particular circumstances but may include imprisonment in the county jail and substantial fines and penalties. Additionally, minors who are arrested for violations concerning the use of alcohol run the risk of having their driving privileges suspended or revoked until they are 18.
A violation of California law for the possession, use, and/or sale of narcotics, marijuana, and/or other illicit drugs includes imprisonment in the county jail or state prison for one to nine years, plus fines of up to $100,000 for each count (see marijuana policy below).

A violation of federal law for the possession, use, and/or sale of narcotics, marijuana, and/or other illicit drugs may include imprisonment in the federal penitentiary for one to fifteen years, plus substantial financial penalties (see the Federal Trafficking Penalties table below).

A violation of the law involving an individual being under the influence of a combination of alcohol and other drugs (itself potentially deadly) may result in an increase in criminal sanctions and penalties.

### Federal Trafficking Penalties - Drugs

The following table summarizes the federal criminal laws and sanctions for drug offenses.

<table>
<thead>
<tr>
<th>DRUG/SCHEDULE</th>
<th>QUANTITY</th>
<th>PENALTIES</th>
<th>QUANTITY</th>
<th>PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cocaine (Schedule II)</td>
<td>500 - 4999 gms mixture</td>
<td><strong>First Offense:</strong> Not less than 5 years, not more than 40 years. If death or serious injury, not less than 20 years, not more than life. Fine of not more than $2 million if an individual, $5 million if not an individual</td>
<td>5 kgs or more mixture</td>
<td><strong>First Offense:</strong> Not less than 10 years, not more than life. If death or serious injury, not less than 20 years, not more than life. Fine of not more than $4 million if an individual, $10 million if not an individual</td>
</tr>
<tr>
<td>Cocaine Base (Schedule II)</td>
<td>5 - 49 gms mixture</td>
<td><strong>Second Offense:</strong> Not less than 10 years, not more than life. If death or serious injury, life imprisonment. Fine of not more than $4 million if an individual, $10 million if not an individual</td>
<td>50 gms or more mixture</td>
<td><strong>Second Offense:</strong> Not less than 10 years, not more than life. If death or serious injury, life imprisonment. Fine of not more than $8 million if an individual, $20 million if not an individual</td>
</tr>
<tr>
<td>Fentanyl (Schedule II)</td>
<td>40 - 399 gms mixture</td>
<td></td>
<td>400 gms or more mixture</td>
<td></td>
</tr>
<tr>
<td>Fentanyl Analogue (Schedule I)</td>
<td>10 - 99 gms mixture</td>
<td></td>
<td>100 gms or more mixture</td>
<td></td>
</tr>
<tr>
<td>Heroin (Schedule I)</td>
<td>100 - 999 gms mixture</td>
<td></td>
<td>1 kg or more mixture</td>
<td></td>
</tr>
<tr>
<td>LSD (Schedule I)</td>
<td>1 - 9 gms mixture</td>
<td></td>
<td>10 gms or more mixture</td>
<td></td>
</tr>
<tr>
<td>Methamphetamine (Schedule II)</td>
<td>5 - 49 gms pure or 50 - 499 gms mixture</td>
<td></td>
<td>50 gms or more pure or 500 gms or more mixture</td>
<td></td>
</tr>
</tbody>
</table>

2 or More Prior Offenses: Life imprisonment.
<table>
<thead>
<tr>
<th>Drug/Quantity</th>
<th>Penalty Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PCP (Schedule II)</strong></td>
<td>10 - 99 gms pure or 100 - 999 gms mixture</td>
</tr>
<tr>
<td>Other Schedule I &amp; II drugs (and any drug product containing Gamma Hydroxybutyric Acid)</td>
<td>Any amount</td>
</tr>
<tr>
<td>Flunitrazepam (Schedule IV)</td>
<td>1 gm or more</td>
</tr>
<tr>
<td>Other Schedule III drugs</td>
<td>Any amount</td>
</tr>
<tr>
<td>Flunitrazepam (Schedule IV)</td>
<td>30 to 999 mgs</td>
</tr>
<tr>
<td>All other Schedule IV drugs</td>
<td>Any amount</td>
</tr>
<tr>
<td>All Schedule V drugs</td>
<td>Any amount</td>
</tr>
</tbody>
</table>
Federal Trafficking Penalties - Marijuana

The following table summarizes the federal criminal laws and sanctions for marijuana offenses.

<table>
<thead>
<tr>
<th>DRUG</th>
<th>QUANTITY</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; OFFENSE</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; OFFENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana</td>
<td>1,000 kg or more mixture; or 1,000 or more</td>
<td>• Not less than 10 years and not more than life.</td>
<td>• Not less than 20 years, not more than life.</td>
</tr>
<tr>
<td></td>
<td>plants</td>
<td>• If death or serious injury, not less than 20 years, not more than life.</td>
<td>• If death or serious injury, mandatory life.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Fine of not more than $4 million if an individual, $10 million if other than an</td>
<td>• Fine of not more than $8 million if an individual, $20 million if other than an</td>
</tr>
<tr>
<td></td>
<td></td>
<td>individual.</td>
<td>individual.</td>
</tr>
<tr>
<td>Marijuana</td>
<td>100 kg to 999 kg mixture; or 100 to 999 plants</td>
<td>• Not less than 5 years, not more than 40 years.</td>
<td>• Not less than 10 years, not more than life.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• If death or serious injury, not less than 20 years, not more than life.</td>
<td>• If death or serious injury, mandatory life.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Fine of not more than $2 million if an individual, $5 million if other than an</td>
<td>• Fine of not more than $4 million if an individual, $10 million if other than an</td>
</tr>
<tr>
<td></td>
<td></td>
<td>individual.</td>
<td>individual.</td>
</tr>
<tr>
<td>Marijuana</td>
<td>More than 10 kgs hashish; 50 to 99 kg</td>
<td>• Not more than 20 years.</td>
<td>• Not more than 30 years.</td>
</tr>
<tr>
<td></td>
<td>mixture</td>
<td>• If death or serious injury, not less than 20 years, not more than life.</td>
<td>• If death or serious injury, mandatory life.</td>
</tr>
<tr>
<td></td>
<td>More than 1 kg hashish oil; 50 to 99 plants</td>
<td>• Fine of $1 million if an individual, $5 million if other than an individual.</td>
<td>• Fine of $2 million if an individual, $10 million if other than an individual.</td>
</tr>
<tr>
<td>Marijuana</td>
<td>1 to 49 plants; less than 50 kg mixture</td>
<td>• Not more than 5 years.</td>
<td>• Not more than 10 years.</td>
</tr>
<tr>
<td>Hashish</td>
<td>10 kg or less</td>
<td>• Fine of not more than $250,000 if an individual, $1 million if other than an</td>
<td>• Fine of $500,000 if an individual, $2 million if other than an individual.</td>
</tr>
<tr>
<td>Hashish Oil</td>
<td>1 kg or less</td>
<td>individual.</td>
<td></td>
</tr>
</tbody>
</table>

Source: [http://www.usdoj.gov/dea/agency/penalties.htm](http://www.usdoj.gov/dea/agency/penalties.htm)

Students who fail to follow this policy are in violation of the Student Conduct Code and are subject to disciplinary action.

**Marijuana Policy**

On November 8, 2016, voters in California passed Proposition 64, thereby allowing persons who are 21 and older to possess, transport, and buy up to 28.5 grams of marijuana and use it for recreational purposes. The Bureau of Marijuana Control is the state agency responsible for regulating and licensing marijuana.
sales.

It continues to be illegal to smoke marijuana in public and at locations where tobacco use is outlawed, such as at restaurants, and within 1000 feet of a school, daycare, or youth center when children are present. It is also illegal for motorists to be under the influence of marijuana while driving.

Despite the change in state law regarding marijuana, Life West’s policy remains unchanged: the use and possession of marijuana on campus or in association with any college-sponsored or affiliated activity or program is prohibited. The policy complies with the federal Drug-Free Schools and Communities Act. Under this federal law, as a condition of receiving federal funds, an institution of higher education, such as Life West, must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees on campus and as part of its activities and programs. At the federal level, this law includes any amount of marijuana.

California Proposition 215, passed in 1996, allows for the use of marijuana for medical purposes. Students who qualify under Proposition 215 to use marijuana for medical purposes are not permitted to possess, store, provide, or use marijuana on college-owned or controlled property (including but not limited to academic buildings, athletic facilities, and parking lots) or during a college-sanctioned activity, regardless of the location.

Propositions 215 and 64 create a conflict between state and federal laws. When state and federal laws are in conflict, federal law takes precedence. If Life West does not comply with federal law and regulations on marijuana possession and use on campus and in college programs and activities, it risks losing federal funds for student financial aid and other important programs and services. Therefore, the college must continue to abide by federal laws and regulations and the college policy barring the use and possession of any amount of marijuana on campus or in association with any college-sponsored or affiliated activity or program.

Drug Testing

Employees may be required to submit to a drug test if the college believes an employee may be under the influence of drugs on the job. Reasonable Suspicion drug testing means drug testing based on a belief that an employee is using or has used drugs in violation of the college’s policy, which is drawn from specific facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon

- observable phenomena while at work such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug;
- abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- a report of drug use provided by a reliable and credible source, which has been independently corroborated;
- information that an employee has caused or contributed to an accident at work;
- evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the college’s premises or while operating the college’s vehicle, machinery, or equipment.

Any employee involved in an on-the-job accident or injury may be tested for drug or alcohol use. LCCW’s drug-testing policy is intended to comply with all federal and state laws governing drug testing.
Before being asked to submit to a drug test, the employee will receive written notice of the request or requirements. The employee must also sign a testing authorization and acknowledgment form confirming that they are aware of the policy and employee’s rights. Any drug testing requested by LCCW will be conducted by a laboratory licensed by the state. All expenses related to the test will be incurred by the college. The employee may obtain the name and location of the laboratory that will analyze the employee’s test sample by contacting the Human Resources Department.

If the employee receives notice that the employee’s test results were confirmed positive, the employee will be given the opportunity to explain the positive result. In addition, the employee may have the same sample re-tested at a laboratory of the employee’s choice.

If there is reason to suspect that the employee is working while under the influence of an illegal drug, marijuana, or alcohol, the employee will be suspended without pay until the results of the drug or alcohol test are made available to LCCW by the testing laboratory. Where drug or alcohol testing is part of the reasonable suspicion or post-accident screening, there will be no adverse employment action taken until the test results are in.

All test results will remain confidential. The employee must sign a consent form prior to the release of results. The results may be used in arbitration, administrative hearings, and court cases arising as a result of the employee’s drug testing. If the employee is to be referred to a treatment facility for evaluation, the employee’s test results will also be made available to the employee’s counselor.

Employees with drug or alcohol problems may use available leave and benefits policies to seek rehabilitation or treatment for alcohol or drug abuse and dependency issues while still employed by the college. Leaves may be granted if the employee agrees to comply with the requirements of the treating providers and abide by all LCCW policies relating to conduct in the workplace and the leave does not create an undue hardship. The terms and conditions of the benefits plans relating to reimbursement will be controlling.

Smoking

All students, employees, and visitors are prohibited from selling, free distributing, and advertising tobacco products and electronic smoking devices, e.g., e-cigarettes. In keeping with LCCW's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in open outdoor areas away from entrances to the college buildings. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail. This policy applies equally to all employees, students, patients, and visitors.

Hazardous Waste Disposal

Employees who handle toxic or hazardous substances on behalf of the college are required to maintain, use, and dispose of such substances in accordance with applicable state, federal, and local laws and regulations as a condition of their employment. The employee may obtain material safety data sheets to learn more about particular toxic or hazardous substances, applicable safety and emergency response requirements in accordance with OSHA regulations, and assistance in ascertaining their obligations under these laws and regulations from the Facilities Department. Any employee who violates any such laws, unless such violation occurs despite reasonable reliance upon advice given by the Facilities Department, will be deemed to have acted outside the scope of their authority.
Workplace Violence

Any act of intimidation, harassment, harm, violence, aggression, or coercion or any other adverse physical or psychological acts are unacceptable and will be subject to disciplinary action, up to and including termination of employment. All threats or acts of violence should be reported immediately to the Human Resources Department. Further examples include

- hitting and shoving or caging in another person;
- making threats against a person, their family, friends, property, etc.;
- harassing by stalking or surveillance;
- carrying, pointing, or using firearms and other weapons against another person.

Maintenance and Repair of Facilities and Grounds

The Campus Facilities Department maintains the safety of the college facilities and grounds. This department has implemented campus-wide procedures for reporting maintenance and repair issues. This department prioritizes and repairs all safety hazards, giving top priority to those that present the greatest, most immediate threat to safety.

Computer, E-mail, and Phone Usage

Computer and E-mail Usage

Computers, computer files, e-mail, voicemail, and software furnished to employees are LCCW’s property and intended for business use only. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure quality control, employee safety, security, and the compliance of this policy, computer, e-mail, and voice mail usage may be monitored. Therefore, messages sent or received via these systems should not be treated as private or confidential communications. Authorized college personnel must have unrestricted access to information stored on these systems. Reasons for access include but are not limited to

- retrieving business information;
- trouble-shooting hardware or software;
- assuring compliance with software distribution policies;
- complying with legal and regulatory requests for information;
- preventing system misuse;
- random audit of system contents.

LCCW strives to maintain a workplace free of harassment. Therefore, LCCW prohibits the use of computer, e-mail, and voice mail systems in ways that are disruptive, offensive, or harmful to others or to employee morale. For example, the downloading, display, or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes but is not limited to ethnic or racial slurs, comments, or jokes or anything that may be construed as harassment or showing disrespect for others.

LCCW purchases and licenses various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer,
LCCW does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. LCCW prohibits the illegal duplication of software and its related documentation. The use of social media sites (Facebook, YouTube, Twitter, etc.) for non-college business is prohibited during work hours.

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

Social Media

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee’s or someone else’s web log or blog, journal or diary, or personal web site, a social networking or affinity web site, a web bulletin board, or a chat room, whether or not associated or affiliated with LCCW, as well as any other form of electronic communication. Before creating online content, the employee should consider some of the risks that are involved. Employees are subject to the college's disciplinary policy for any conduct that the college determines is unlawful or for a violation of policy including, without limitation, conduct that involves the following:

- Unlawful discriminatory, harassing, threatening, or defamatory comments or materials;
- Misrepresentation of personal opinion as the official position or policy of LCCW;
- Unauthorized disclosure of trade secrets or privileged, confidential information covered under college policy;
- Copyright infringement and unauthorized reproduction of LCCW’s logo or other identifying marks;
- Linking personal blog, website, or other social networking site to a college website without approval by your supervisor or identifying yourself as an employee;
- Representing or creating the impression that you are acting as a spokesperson for LCCW if this is not authorized by your supervisor;
- Using LCCW e-mail addresses to register on social networks, blogs, or other online tools utilized for personal use.

College-provided Cell Phones

Departments are responsible for identifying those employees who require the use of cell phones. Use of college-provided cell phones is subject to the following policy:

For cell phones owned by employees but used frequently for business purposes, departments may provide a $40 taxable monthly stipend that will cover the business use of cell phones. It is understood that the employee’s stipend is sufficient to cover the business use of the equipment and service. There is no additional reimbursement for business use, e.g., occasional roaming charges. The equipment remains the property of the employee. Employees wanting to enhance the equipment or the rate plan for personal use may do so at their own expense. The employee is responsible for any income tax consequences associated with personal use of the equipment.

Positions at the Director level or above and other essential college support personnel are entitled to the use of a college-owned wireless phone. The college acquires the communication equipment and service and assigns it to a specific individual who is to use it for business purposes. Personal use is permitted if the device is attached
to an “unlimited minutes and data” plan. The equipment remains the property of LCCW. At the request of the supervisor or at the employee’s separation, the employee must return the equipment.

Directors and Department Chairs are ultimately responsible for the use of communication equipment and services including

- making the initial recommendation on whether equipment is provided to an employee and on what basis;
- selecting appropriate services based on business use;
- monitoring usage on a regular basis for policy compliance, continued business need, and appropriate use by reference to the documentation necessary to prove the business use of the equipment and service;
- annually reviewing existing equipment and services to ensure that they are needed and represent the best options, i.e., the most economical, given the business use.

Employees must adhere to all federal, state, or local rules and regulations regarding the use of college cell phones while driving. Accordingly, employees must not use college cell phones if such conduct is prohibited by law, regulation, or other ordinance.

In addition to telephone service, many cell phones or cellular providers offer a host of additional functions and/or services including text messaging, data, apps, and digital photography and video. Employees are strictly prohibited from using any of these services on college-provided cell phones for any purpose that may contravene college policy in this handbook. Using such services in contravention to college policy could be grounds for disciplinary action, up to and including termination of employment.

At the request of a supervisor or at the employee’s separation, all equipment, including chargers, extra batteries, and hands-free devices, is returned to the department, and the service is cancelled.

**Videotaping in the Workplace**

Unless expressly authorized by the Human Resources Department, taking video in the workplace is strictly prohibited. The type of device used to capture video is irrelevant as is the format in which the video is taken. Employees are prohibited from using any device that has the capacity to capture video images. The nature of the activity captured on video is also irrelevant. Videotaping the workplace or work activities has the potential of disclosing confidential college information and/or trade secrets. Any employee determined to have taken an unauthorized video will be subject to discipline, up to and including termination of employment.

**Campus Security and Law Enforcement**

**Crime Awareness and Prevention Programs**

The Campus Facilities Department and Campus Security Officer provide protection and security for the college. While this department and its personnel are responsible for ensuring that the campus remains as safe as possible, the primary responsibility for crime prevention and personal safety rests with each individual. Therefore, in an effort to reduce the frequency of crimes, the college offers crime awareness and prevention programs for members of the campus community, who need to be aware that property crimes account for the majority of crimes at Life West. As at other colleges and universities, the most
common types of crime at Life West are theft of unattended property, such as book bags, laptops, purses, and briefcases, and theft or burglary of cars.

**Campus Security Officer**

The Campus Security Officer in the Campus Facilities Department is on campus from 12:00 pm to 8:00 pm on weekdays, namely at the Student Entrance from 12:00 pm to 5:00 pm and at the Health Center entrance from 5:00 pm to 8:00 pm. The Campus Security Officer has the authority to ask persons for identification, to determine whether individuals have lawful business at the college, to issue parking notices, and to tow away cars on campus. However, he is not a peace officer as defined by Section 830 of the California Penal Code and does not have the authority to arrest. Criminal incidents are referred to the local police who have jurisdiction on campus.

**Campus Facilities: Security and Access**

All students, faculty, and staff at the college are issued AlphaPass access cards for photo identification as a Life West student, faculty, or staff member. The access cards are also used to gain authorized entry into the college building and facilities. Public and commercial access to any campus location, including the parking lots, must be cleared in advance by the appropriate campus manager.

Parking on campus is restricted and monitored by external security cameras 24 hours a day. While the college provides security, cameras, and lighting of the car park, all students, staff, and faculty use the college car park at their own risk. Permits for parking are obtained through the Office of Student Life and enforced by the Campus Facilities Department and Campus Security Officer. Students can obtain free parking permits at matriculation and at the start of each quarter by updating their car registration details on the register held by the Office of Student Life, who reminds them to do so at the beginning of each quarter. When a student becomes an Intern, they may request an Intern parking permit to replace their student parking permit. Permits must be displayed at all times when students are parked on college property. Students must park in the lots along Depot Road and Clawiter Road. The lot along Industrial Boulevard is reserved for Intern parking. Students, faculty, and staff cannot park in spaces designated for Health Center patients and visitors. Moreover, no person is permitted to reside in their vehicle on the Life West campus.

Parking lots are patrolled regularly by the Campus Security Officer. When a car is found parked without a permit, parked in the incorrect parking lot, or parked overnight for an extended period of time without prior authorization, a violation sticker is placed on the vehicle, and the license plate is recorded. All violations are reported daily to the Office of Student Life, who determines if the car belongs to a student, faculty member, or staff member and contacts them directly. A second violation results in a second violation notice and is reported to the Office of Student Life, who contacts the student, faculty member, or staff member again. A third violation results in the car being towed off college property at the owner’s expense. Towed vehicles may be reclaimed by calling All Day Towing at 510-471-2500.

The Campus Security Officer regularly patrols the campus as well as the parking lots, and many areas of the campus, both inside and outside, are monitored by video cameras operated by the Campus Facilities Department. However, video surveillance is not a substitute for eyewitness reports of crime and safety hazards. Therefore, community members and guests are encouraged to immediately report any suspicious person or circumstance to the Campus Facilities Department. It is important to provide as much information as possible including a description and current location of such a person. The Campus Facilities Department will respond to and confront such a person.
Reporting Crimes and Emergencies on Campus

LCCW students, faculty, staff, and guests are encouraged to report all campus crimes and emergencies to the Campus Facilities Department, whether or not they choose to pursue a formal investigation that would enable the college to evaluate campus security and inform the community of an ongoing threat. To report a crime or emergency on campus,

- call the Campus Facilities Department, 24 hours a day, 7 days a week, at 510-828-0593;
- dial 911 for the Hayward Police Department.

To report a non-emergency, security-related incident on campus, call the Campus Facilities Department at 510-828-0593. After taking the report, the Campus Facilities Department notifies the Hayward Police Department in case investigation and prosecution are required. All campus incident reports involving students are also forwarded to the Office of the Executive Vice President for review and potential welfare or disciplinary action.

Voluntary Confidential Reporting

If you are the victim of a crime or want to report a crime you are aware of but do not want to pursue action within the college or criminal justice system, we ask that you consider filing a voluntary confidential report. With your permission, the Campus Facilities Department can file a report on the details of the incident without revealing your identity. The purpose of a confidential report is to comply with your wish to keep the matter confidential while taking steps to ensure your future safety and the safety of others. With such information, the college can keep an accurate record of the number of incidents involving students, faculty, and staff as well as determine whether there is a pattern of crime concerning a particular location, method, or assailant and alert the campus community to potential dangers. Reports filed in this manner are counted and disclosed in the annual crimes statistics for the campus. The Annual Disclosure of Campus Crime Statistics is prepared by the Office of Institutional Research.

Campus Security Authorities

While the college prefers that community members promptly report all crimes and other emergencies to the Campus Facilities Department or the Hayward Police Department, we also recognize that some may prefer to report to other individuals or college offices. The Clery Act recognizes certain college officials and offices as Campus Security Authorities (CSAs). These individuals are “officials of an institution who have significant responsibility for student and campus activities, including but not limited to student housing, student discipline, and campus judicial proceedings.” CSAs are required to report all crimes to the Campus Facilities Department as soon as reasonably possible. While the college has identified a number of CSAs, we officially designate the following community members to whom crimes may be reported:

- Anatole Bogatski, Executive VP: President’s Office, room 102-B, abogatski@lifewest.edu
- Michael Baldwin, Campus Facilities Manager: Bookstore, room 113A, mbaldwin@lifewest.edu
- Dani Lorta, Director of Student Life: Student Life, room 120-E, dlorta@lifewest.edu
- Lori Pino, Academic Counselor: Academic Affairs, room 107-D, lpino@lifewest.edu
- Sunita Ranadive, Director of Human Resources: Human Resources, room 156, sranadive@lifewest.edu
These individuals and others throughout the college are required to report Clery Act crimes disclosed to them to the Campus Facilities Department for statistical purposes and inclusion in the Annual Security and Fire Safety Report. If confidentiality is requested, these individuals may report Clery Act crimes to the Campus Facilities Department without disclosing identifying information on the parties involved.

Timely Warning

College administrators must issue immediate timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to members of the campus community. Timely warnings are issued on a case-by-case basis for Clery Act crimes or other serious incidents reported to campus security authorities or local police agencies, which pose “serious and ongoing threats” to students and employees on campus or in the immediate campus community. In deciding whether to issue a timely warning, the college considers all of the facts surrounding the incident such as the nature of the crime, the continuing danger to the campus community, and the possible risk of compromising law enforcement efforts.

Crime and Incident Summary

The Campus Facilities Department maintains public crime and fire logs, including the Crime and Incident Summary that contains the crimes and incidents that occurred during the previous 24-hour period. This summary is provided to key administrators at the college and is available for inspection at the Campus Facilities Department. This department also maintains a daily, internal campus crime and fire log of all the crimes that have been reported to the Campus Facilities Department. Reported crimes are entered in this log, as are additions to existing entries, within two business days unless such disclosure is prohibited by law or would jeopardize the confidentiality of the victim. This log, whose records are kept for seven years, is available online and at the Campus Facilities Department for public inspection.

Procedures for Preparing the Annual Security Report

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (The Clery Act, 20 § 1092(f)) requires Life West to make its security policies and procedures, as well as statistics for specific criminal offenses, available to current and prospective students and employees through the Annual Security and Fire Safety Report. The Office of the Executive Vice President, in coordination with the Office of Institutional Research and the Campus Facilities Department, prepares the Annual Security and Fire Safety Report. The purpose of this report is to provide significant safety information, such as crime, fire, and security data, to the campus community and to inform the college community about the ways the college works to keep the community safe. The report is maintained on the college website and is available upon request by calling (510) 828-0593. Each year the college disseminates copies of the ASR to all current employees and students by e-mail. All prospective students and employees will be notified of the availability of the ASR.

General Information

Emergency Response and Evacuation Procedures

The Life West Emergency Preparedness and Response Plan (EPRP) is available on the college
Community drive and website. The goals of Life Chiropractic College West in responding to an emergency situation include the safety and the physical and emotional well-being of all staff, students, patients, and guests; the timely stabilization of an emergency situation; and the protection of the Life Chiropractic College West facility, property, and belongings of staff, students, patients, and guests.

**Applicability and Scope**

The scope of the EPRP is intended to encompass all hazards including fire and evacuation, medical emergency, bomb threat, hostile intruder and active shooter, utility failure and natural disaster, floods, tornadoes, earthquakes, shelter in place, and suspicious package or object. This plan is consulted whenever Life West employees respond to any and all emergencies. The EPRP is the responsibility of the college Safety and Security Committee (SSC). The committee reviews and updates this plan at least annually. Revisions are made as needed throughout the year. Each Zone Director is in charge of a general color-coded geographic area and manages the Division Captains. They are responsible for organizing the area for drills and evacuations and reporting any potential safety or security issue in that area. Division Captains assist the Zone Director with room checks, evacuations, etc.

**ZONE 1: BLUE**
- ZONE DIRECTOR: Executive Assist. (RADIO 1), ext. 4543
- Zone Captain 1: Events Manager, ext. 4547
- Zone Captain 2: Director of Ass. & Edu. Eff., ext. 2062
- Zone Captain 3: Academic Support Coordinator, ext. 2110
- Zone Captain 4: Café Au Life, Radio 12

**ZONE 2: YELLOW**
- ZONE DIRECTOR: HC Customer Service Mgr. (RADIO 2), ext. 4660
  - Zone Captain 1: Director of Student Life, ext. 2358
  - Zone Captain 2: Chiropractic Assistant, ext. 4567

**ZONE 3: PINK**
- ZONE DIRECTOR: Executive Assist. HC (RADIO 3), ext. 4560
  - Zone Captain 1: Clinical Ed. Coordinator, ext. 4280
  - Zone Captain 2: Dr. Kathleen Kinney, ext. 4640
  - Zone Captain 3: Dr. Rhina Patania, ext. 4400

**ZONE 4: GRAY**
- ZONE DIRECTOR: Director of HR (Radio 4), ext. 4541
  - Zone Captain 1: HR Specialist, ext. 2427
  - Zone Captain 2: HR Coordinator, ext. 4565

**ZONE 5: GREEN**
- ZONE DIRECTOR: Campus Operations Mgr. (RADIO 5), ext. 2810
  - Zone Captain 1: TBD
  - Zone Captain 2: East Bay Upright MRI, Radio 13
## Emergency Contact Directory

<table>
<thead>
<tr>
<th>Title</th>
<th>ICS Position</th>
<th>Internal Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive VP, Anatole Bogatski</td>
<td>Incident Commander</td>
<td>(510) 780-4500, ext. 4545</td>
<td><a href="mailto:abogatski@lifewest.edu">abogatski@lifewest.edu</a></td>
</tr>
<tr>
<td>Clinical Operations VP, Scott Donaldson</td>
<td>Incident Deputy 1</td>
<td>(510) 780-4500, ext. 2180</td>
<td><a href="mailto:sdonaldson@lifewest.edu">sdonaldson@lifewest.edu</a></td>
</tr>
<tr>
<td>Campus Operations Manager, Michael Baldwin</td>
<td>Operations Chief</td>
<td>(510) 780-4500, ext. 2810</td>
<td><a href="mailto:mbaldwin@lifewest.edu">mbaldwin@lifewest.edu</a></td>
</tr>
<tr>
<td>HR Manager, Sunita Ranadive</td>
<td>Operations Deputy 1</td>
<td>(510) 780-4500, ext. 4541</td>
<td><a href="mailto:sranadive@lifewest.edu">sranadive@lifewest.edu</a></td>
</tr>
<tr>
<td>CFO, Angelito Tolentino</td>
<td>Operations Deputy 2</td>
<td>(510) 780-4500, ext. 4532</td>
<td><a href="mailto:atolentino@lifewest.edu">atolentino@lifewest.edu</a></td>
</tr>
<tr>
<td>Director of Student Life, Dani Lorta</td>
<td>Planning Section Chief</td>
<td>(510) 780-4500, ext. 2358</td>
<td><a href="mailto:dlorta@lifewest.edu">dlorta@lifewest.edu</a></td>
</tr>
<tr>
<td>Student Life Office Manager, Loretta Saunders</td>
<td>Planning Section Deputy 1</td>
<td>(510) 780-4500, ext. 2025</td>
<td><a href="mailto:lsauders@lifewest.edu">lsauders@lifewest.edu</a></td>
</tr>
<tr>
<td>Facilities Assistant, Shane Huber</td>
<td>Logistics Deputy 1</td>
<td>None</td>
<td><a href="mailto:shuber@lifewest.edu">shuber@lifewest.edu</a></td>
</tr>
</tbody>
</table>
Emergencies

The college’s emergency Mass Notification System (Omnilert) is activated as needed for significant emergencies, dangerous situations, or other conditions that present an imminent risk or immediate threat to the health and safety of students, faculty, staff, or visitors to the campus. The MNS may also be activated for conditions that present an imminent risk to college property, the environment, or as required by the Higher Education Act, State law, or other applicable procedure. All students, faculty, and staff must have their text and e-mail included in the MNS Omnilert until or unless they opt out of it. All students, faculty, and staff may enroll in the MNS Omnilert on the college website.

Test, Training, and Exercises

Life West conducts student training during Orientation, and emergency drills are held at random intervals at least once quarterly. All employees and students are expected to participate in all emergency training procedures and drills. Class representatives are requested and expected to discuss the emergency procedures outlined in this manual with their respective class. College administrators, directors, managers, and supervisors are required to provide periodic training to ensure that all employees working in their departments are knowledgeable about the college emergency action plans.

If you are advised to evacuate the building during a fire drill, you should

- stop all work immediately;
- shut off all electrical equipment and machines if possible;
- walk to the nearest exit including emergency exit doors;
- exit quickly, but do not run. Do not stop for personal belongings;
- proceed in an orderly fashion to a parking lot near the building;
- be present and accounted for during roll call;
- not re-enter the building until instructed to do so.

Animals on Campus

No animals are allowed on campus other than service animals as per the policy below. The Americans with Disabilities Act (ADA) requires the college to provide reasonable accommodations so that employees with disabilities can enjoy the benefits and privileges of employment equal to those enjoyed by similarly situated employees without disabilities.

Service animals are distinctly different from pets. Unlike Title III of the ADA, which requires service animals to be allowed in all areas of public access, Title I, which regulates employment, requires the college to make only “reasonable accommodations” for employees with disabilities. Therefore, an employee with a disability does not have an automatic right to have their service animal in the workplace. The college will consider all service animal requests made. According to the ADA, a service animal is defined as “any animal individually trained to work or perform tasks for the benefit of an individual with a disability, including but not limited to guiding individuals with impaired vision, alerting individuals to an impending seizure or protecting individuals during one, alerting individuals who are hearing-impaired to intruders, or pulling a wheelchair and fetching dropped items.” Service animals are welcome on the campus and may attend any class, meeting,
or other event.

Employees requesting accommodation for a disability that includes a service animal must contact the Human Resource Department and complete a Documentation of Disability form. All service animals must be registered with the Human Resources Department. The requirements of service animals and their owners include the following:

- All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current.
- Animals must wear a rabies vaccination tag.
- All dogs must be licensed per state law.
- Service animals must wear an owner identification tag, which includes the name and phone number of the owner, at all times.
- Animals must be in good health.
- Animals must be on a leash, harness, or other type of restraint at all times unless the owner/partner is unable to retain an animal on a leash due to a disability.
- The owner must be in full control of the animal at all times. The care and supervision of the animal is solely the responsibility of the owner.
- The owner must provide the Human Resources staff with information as to how the animal accommodates the individual’s disability.

Reasonable behavior is expected from service animals while on college property. The owners of disruptive and aggressive service animals may be asked to remove them from college facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into the college until the owner takes significant steps to mitigate the behavior. Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The owner is expected to clean and dispose of all animal waste.

Children on Campus

Children of employees and students are not allowed on campus during working or closed hours. On occasion there may be a specific day when children are allowed on campus that will be announced in advance.

Attendance and Punctuality

Employees are expected to report to work at their scheduled time. Absenteeism and tardiness place a burden on other employees and put a strain on the department as a whole. Employees, who are unable to report for work due to illness or other justifiable cause, must notify their supervisor prior to the absence or within one half hour after the regular scheduled starting time. If the supervisor is unreachable, a voice mail message must be left, and the employee must contact the main receptionist and state the reason for the absence and the approximate date of return.

Punctuality is an essential part of the job. When reporting to work and returning from lunch and breaks, employees are expected to report on time and remain at work for the scheduled shift. The college attendance terms and guidelines are defined below:

- Absence: Any time an employee is scheduled to work but does not report or leaves during work
without prior approval;

- Tardy: Any incident when an employee has not reported to work as scheduled or as previously agreed upon. This includes reporting to work and returning from lunch or breaks;
- Excessive Absenteeism: Any combination of absences and tardiness that exceeds the department standards.

Each manager is responsible for monitoring and tracking employee attendance. Expectations and standards may vary depending on individual departments. Contact your manager for department guidelines. Employees who fail to meet the guidelines and expectations of the department manager are subject to disciplinary actions, up to and including termination.

**Dress Code/Personal Appearance**

It is LCCW’s intent that work attire should complement an environment that reflects an efficient, orderly, and professionally-operated organization for its staff, faculty, students, and community. Employees are expected to maintain clean personal hygiene and present themselves in a professional manner and appearance.

LCCW considers the following as unacceptable attire:

- Athletic wear, cut-off pants, miniskirts, advertisement T-shirts or T-shirts with inappropriate words or pictures, blue denim jeans, spandex or lycra such as biker shorts, tennis shoes, tank tops, tube tops, halter tops with spaghetti straps, beach wear, midriff-length tops, provocative attire, off-the-shoulder tops, hoodies, workout clothes or shoes, flip flops, see-through clothing, jewelry affixed to the nose, tongue, cheek, lip, or eyebrow, and visible tattoos.

If questionable attire is worn in the office, the respective department manager will hold a personal, private discussion with the employee to advise and counsel the employee regarding the inappropriateness of the attire.

If an obvious policy violation occurs, the department manager will hold a private discussion with the employee and ask the employee to go home and change their attire immediately. Under such circumstances, employees will not be compensated for the time away from work. Repeated policy violations will result in disciplinary action, up to and including termination.

For safety or other reasons, a supervisor may set specific attire guidelines for the employees in a specific department. Any questions regarding the dress code for a particular department may be brought to the attention of the department manager.

**Identification/Security Badges**

Identification/security badge request forms are obtained through the Human Resources Department. All employees are expected to carry the badge at all times. The badge is used for identification purposes, building access, library loan privileges, employee discounts at the bookstore, continuing education functions, and Health Center services. Employee badges are not to be shared with anyone. If your badge is lost or stolen, please contact the Human Resources Department immediately.
**Vehicle Use**

The following policies have been established to provide consistency in the management of college vehicles to avoid damage, injury, or abuse to the vehicles and/or its users and to eliminate any risk to the college that could result in voiding college insurance coverage. Additionally, the policy establishes a fair process for the allocation of the college-owned vehicles to administrators and staff as needed.

Use of college-owned vehicles for personal purposes is prohibited. Unless required for college business the vehicles are not to be kept overnight. Drivers must have the appropriate state-required class of license for the vehicle operated. Only licensed drivers who have submitted a copy of their license to the Campus Facilities Manager, have been cleared by a DMV background check, and have been approved by the Campus Facilities Manager may drive any vehicle on college business.

Requests for vehicles will be honored on a first-come, first-served basis and a completed, signed Vehicle Request Form must accompany the request for use. See the Community L drive to obtain the form. This form should be routed to the Campus Facilities Manager. The Campus Operations Manager may use their discretion to ensure that no group or individual monopolizes the use of the vehicles. When scheduling conflicts arise, the Campus Operations Manager may request a final decision from the Executive Vice President to resolve the conflict in schedules. When possible, vehicle requests should be scheduled one week prior to the actual date of intended use.

Drivers must drive responsibly at all times and follow all traffic regulations including the speed limit. Approved drivers must sign out the key and obtain it from the front desk in the Business Office on the day of their scheduled use of college-owned vehicles. The vehicles are equipped with a GPS system that will track the mileage use of each trip and the speed of the vehicle.

The fuel tanks of the college vehicles will be maintained by the Campus Facilities Department. If the trip requires the driver to refuel during their trip or make any emergency repairs, the gas and repair reimbursement is subject to the college’s standard expense reimbursement policy. Upon returning the vehicle, please remove trash and belongings from the interior. Campus Facilities will take care of washing and vacuuming vehicles as needed. Report any maintenance needs, accidents, or damage immediately to the Campus Operations Manager. Return all key(s) to the front desk in the Business Office. For all traffic accidents please contact the police and obtain a police report that must be turned in to the Campus Operations Manager.

Young children must ride in child-safety seats as required by state and federal regulations. All passengers must be seated and in their seat belts at all times while the vehicle is moving. There may not be more passengers in any vehicle than the number of seat belts in the vehicle. For example, if there are 8 seat belts, there should only be 8 passengers. Smoking and consumption of alcoholic beverages is prohibited at all times in any of the vehicles. Per California law, drivers may not hold, answer, or talk on their cell phones while operating the college vehicles.

The college reserves the right to remove any driver from the approved driver list. Please treat the college vehicles with respect while using them and return them in a clean condition. Please be considerate to other groups or staff who will be using the vehicles.

**Bulletin Boards**

Throughout LCCW there are a number of bulletin boards to be used for general posting purposes.
Materials shall be posted only in specifically designated areas of the campus and Health Center. Some bulletin boards are assigned for a specific purpose, and all postings must be approved. All areas for general posting are periodically updated. Bulletin boards inside the classrooms are for the use of faculty to post information pertinent to the classes being held. Damage resulting from any inappropriate postings will be charged to the offending party.

**Clubs on Campus**

All clubs on campus are required to have a faculty advisor. Advisors are responsible for providing leadership to the organization and elected officers.

**Lost and Found**

Lost and Found is at the library circulation desk. Please send all found items to the library. If the item is electronic, contains sensitive information, or is critical to transportation (i.e., a cell phone, a wallet, keys, or a computer), please inform the staff at the circulation desk at extension 4507 as soon as possible. Let the staff know about the specific items that you have and that you will take them to the circulation desk. Every lost item is logged, and those with a high dollar value are all locked in a secure cabinet. A signature is required to claim all items.

An exception to the aforementioned procedure applies to items found at the Health Center that likely belong to patients. These items should be taken to the Records Room; however, the Records Room staff will still call the library circulation desk to inform the library staff about crucial or valuable items. The circulation desk will document the item in the log book and refer people to the Records Room as appropriate.

**Other Items**

This Employee Handbook is intended to be a guide to employment-related policies and procedures at the college. Any issues or processes of concern to employees that are outside this handbook should be raised with your immediate supervisor or the Human Resources Department.

**Thank You**

The college would like you to have a great working experience and environment. The Human Resources Department welcomes your input on how the college can improve further in all its employment-related areas.
APPENDIX A


Purpose of this Policy

Life Chiropractic College West recognizes its need to maintain the confidentiality of Personal Identity Information (PII) and understands that such information is unique to each individual. The PII covered by this policy may come from various types of individuals performing tasks on behalf of the company and includes employees, applicants, independent contractors, and any PII maintained on its customer base. The scope of this policy is intended to be comprehensive and will include company requirements for the security and protection of such information throughout the company and its approved vendors both on and off work premises.

Departments named in this policy have delegated authority for developing and implementing procedural guidance for ensuring that their departmental responsibilities under this policy are communicated and enforced.

Key Elements of the Policy

Personal Identity Information (PII): Unique personal identification numbers or data including:

- Social Security Numbers (or their equivalent issued by governmental entities outside the United States);
- Taxpayer Identification Numbers (or their equivalent issued by governmental revenue entities outside the United States);
- Employer Identification Numbers (or their equivalent issued by government entities outside the United States);
- State or foreign driver’s license numbers;
- Date(s) of birth;
- Corporate or individually held credit or debit transaction card numbers, including PIN or access numbers, maintained in organizational or approved vendor records.

PII may reside in hard copy or electronic records; both forms of PII fall within the scope of this policy.

1. Vendors: Individual(s) or companies that have been approved by the Contracts Department as a recipient of organizational PII and from which the Contracts Department has received certification of their data protection practices in conformance with the requirements of this policy. Vendors include all external providers of services to the company and proposed vendors. No PII information can be transmitted to any vendor in any method unless the vendor has been pre-certified for the receipt of such information.

2. PII Retention: Life Chiropractic College West understands the importance of minimizing the amount of PII data it maintains and retains such PII only as long as necessary. A joint task force comprising members of the Legal, Finance, IT, Contracts, and Human Resources departments maintains organizational record retention procedures that dictate the length of data retention and data destruction methods for both hard copy and electronic records.
3. PII Training: All new hires entering the company who may have access to PII are provided with introductory training regarding the provisions of this policy, a copy of this policy, and implementing procedures for the department to which they are assigned. Employees in positions with regular ongoing access to PII or those transferred into such positions are provided with training reinforcing this policy and procedures for the maintenance of PII data and shall receive annual training regarding the security and protection of PII data and company proprietary data.

4. PII Audit(s): Life Chiropractic College West conducts audits of PII information maintained by the company in conjunction with fiscal-year closing activities to ensure that this policy remains strictly enforced and to ascertain the necessity for the continued retention of PII information. Where the need no longer exists, PII information will be destroyed in accordance with protocols for the destruction of such records and logs maintained for the dates of destruction. The audits are conducted by Finance, Contracts, and Human Resources departments and IT under the auspices of the Legal department.

5. Data Breaches/Notification: Databases or data sets that include PII may be breached inadvertently or through wrongful intrusion. Upon becoming aware of a data breach, the company will notify all affected individuals whose PII data may have been compromised, and the notice will be accompanied by a description of action being taken to reconcile any damage as a result of the data breach. Notices will be provided as expeditiously as possible and in no event be later than the commencement of the payroll period after which the breach was discovered.

6. The Legal department will handle breach notifications(s) to all governmental agencies to whom such notice must be provided in accordance with time frames specified under these laws. Notices to affected individuals will be communicated by Human Resources after consultation with the Legal department and within the time frame specified under the appropriate law(s).

7. Data Access: Life Chiropractic College West maintains multiple IT systems where PII data may reside; thus, user access to such IT systems is the responsibility of IT. IT has created internal controls for such systems to establish legitimate access for users of data, and access shall be limited to those approved by IT. Any change in vendor status or the termination of an employee or independent contractor with access will immediately result in the termination of the user’s access to all systems where the PII may reside.

Data Transmission and Transportation

1. Company Premises Access to PII: The Finance and Human Resources departments and IT have defined responsibilities for on-site access of data that may include access to PII; IT has the oversight responsibility for all electronic records and data access capabilities. Finance and Human Resources have the operational responsibility for designating initial access and termination of access for individual users within their organizations and providing timely notice to IT.

2. Vendors: Life Chiropractic College West may share data with vendors who have a business need to have PII data. Where such inter-company sharing of data is required, the IT department is responsible for creating and maintaining data encryption and protection standards to safeguard all PII data that resides in the databases provided to vendors. Approved vendor lists will be maintained by the Contracts department, and Contracts has the responsibility to notify IT of any changes to vendor status with the company.
3. **Portable Storage Devices:** Life Chiropractic College West reserves the right to restrict PII data it maintains in the workplace. In the course of doing business, PII data may also be downloaded to laptops or other computing storage devices to facilitate company business. To protect such data, the company will also require that any such devices use IT-approved encryption and security protection software while such devices are in use on or off company premises. IT has the responsibility for maintaining data encryption and data protection standards to safeguard PII data that resides on these portable storage devices.

4. **Off-Site Access to PII:** Life Chiropractic College West understands that employees may need to access PII while off-site or on business travel, and access to such data shall not be prohibited, subject to the provision that the data to be accessed is minimized to the degree possible to meet business needs and that such data shall reside only on assigned laptops and approved storage devices that have been secured in advance by IT.

5. **Regulatory Requirements:** It is the policy of the company to comply with any international, federal, or state statute and reporting regulations. Life Chiropractic College West has delegated the responsibility for maintaining PII security provisions to the departments noted in this policy. Life Chiropractic College West’s Legal department shall be the sole entity named to oversee all regulatory reporting compliance issues. If any provision of this policy conflicts with a statutory requirement of international, federal, or state law governing PII, the policy provision(s) that conflict shall be superseded.

6. **Employee Reporting:** If an employee has reason to believe that his or her PII (please refer to what constitutes PII) data security has been breached or that company representative(s) are not adhering to the provisions of this policy, an employee should contact Human Resources at 510-780-4500, ext. 4541.

7. **Confirmation of Confidentiality:** All company employees must maintain the confidentiality of PII as well as company proprietary data to which they may have access and understand that such PII is to be restricted to only those with a business need to know. Employees with ongoing access to such data will sign acknowledgment reminders annually attesting to their understanding of this company requirement.

8. **Violations of PII Policies and Procedures:** Life Chiropractic College West views the protection of PII data to be of the utmost importance. Infractions of this policy or its procedures will result in disciplinary actions under the company’s disciplinary policy and may include suspension or termination in the case of severe or repeat violations. PII violations and disciplinary actions are incorporated in the company’s PII onboarding and refresher training to reinforce the company’s continuing commitment to ensuring that this data is protected by the highest standards.
APPENDIX B

Whistleblower Policy

A whistleblower, as defined by this policy, is an employee of Life Chiropractic College West who reports an activity, which they consider to be illegal or dishonest, to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state, or local laws, billing for services not performed or for goods not delivered, and other fraudulent financial reporting.

If an employee has knowledge of or is concerned about illegal or dishonest fraudulent activity, the employee is to contact their immediate supervisor or the Human Resources Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Whistleblower protection is provided in two important areas—confidentiality and against retaliation. Insofar as possible the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The college will not retaliate against a whistleblower. This includes but is not limited to protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact the Human Resources Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Defend Trade Secrets Act (DTSA) Compliance: "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

1. Immunity: An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that
   a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and is made solely for the purpose of reporting or investigating a suspected violation of law; or
   b) is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal.

2. Use of Trade Secret Information in Anti-Retaliation Lawsuit: An individual who files a lawsuit against an employer for retaliation against the individual for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret except pursuant to court order.

3. All reports of illegal and dishonest activities will be promptly submitted to the Director of Human Resources who is responsible for investigating and coordinating corrective
action. Employees with any questions regarding this policy should contact the Director of Human Resources.