



SANTOS MANUEL STUDENT UNION BOARD OF DIRECTORS
EXECUTIVE COMMITTEE MEETING
May 23, 2025 – 11:00 a.m.
ZOOM: <https://csusb.zoom.us/j/82197644964>
IN-PERSON: SMSU NORTH STUDENT CHAMBERS (SUN-3305)

AGENDA

1. Call to Order
2. Roll Call
3. Approval of Minutes
 - a. August 15, 2024
4. Open Forum (3 Minutes per speaker)
5. Adoption of Agenda

NEW BUSINESS

- | | |
|---------|---|
| EC 1/25 | Appointment of Jocelyn Paz, Sukhpreet Kaur, and Anjali Anjali to the Audit Committee (Action, Hernandez) |
| EC 2/25 | CalPERS Cost Valuation Review of the Golden Handshake (Discussion, Del Rossi) |
| EC 3/25 | Approval of Personnel Policy 300 – Equal Employment Opportunity Policy (Action, Personnel Committee, Puccinelli) |
| EC 4/25 | Approval of Personnel Policy 715 – Paid Leaves of Absence Policy (Action, Personnel Committee, Puccinelli) |
| EC 5/25 | Approval of Personnel Policy 720 – Unpaid Leaves of Absence Policy (Action, Personnel Committee, Puccinelli) |
| EC 6/25 | Approval of Personnel Policy 935 – Unlawful Harassment Policy (Action, Personnel Committee, Puccinelli) |
| EC 7/25 | Retirement of Personnel Policy 1145 – Complaint Procedure (Action, Personnel Committee, Puccinelli) |
| EC 8/25 | Approval to Write-Off all On-Campus Student Organization's Debts Exceeding 365 days (Action, Finance and Contracts, Garcia) |

EC 9/25 Approval to transfer Special Projects Reserve Funds \$22,514.00 from Chartfield: 303803-RO001-S6010 to Capital Improvement Construction Reserve Funds Chartfield: 303804-RO001-S6110 (Action, Finance and Contracts Committee, Garcia)

Announcements

Adjournment



**SANTOS MANUEL STUDENT UNION BOARD OF DIRECTORS
EXECUTIVE COMMITTEE MEETING**

August 15, 2024

MINUTES

Members Present: Angelica Agudo, Jesse Felix, Shardul Kulkarni, Jocelyn Paz

Guests Present: Sasha Baltazar, Elizabeth Junker, Sean Kinally, Lorena Marquez, Maria Elena Najera-Neri, Jennifer Puccinelli, Anthony Roberson,

Call to Order: The meeting was called to order at 3:12pm.

Roll Call: A verbal roll call for members was conducted.

Approval of Minutes: M/S Agudo/Kulkarni to approve minutes from June 11, 2024
Motion passed

M/S Felix/Kulkarni to approve minutes from July 10, 2024
Motion passed

Open Forum: No guests present.

Adoption of Agenda: M/S Felix/Kulkarni motion to adopt agenda.
Motion passed

NEW BUSINESS

EC 03/24 Appointment of BOD Committee Members for the 24-25AY (Action, Felix)

M/S Agudo/Felix motion to open EC 03/24 Appointment of BOD Committee Members for the 24-25AY (Action, Felix).

Vice Chair Agudo deferred the time to speaker. ED Felix provided an overview of the processes of selecting committee chairs. ED Felix deferred time to Madam Chair.

Madam Chair passed the gavel to Vice Chair Agudo at 3:18pm.

Madam Chair provided an overview of the members who were nominated to serve on the committees during the summer board training and shared with the Executive Committee which committees have vacancies.

A discussion ensued by the Executive Committee about which students they would like to nominate for the vacancies.

Yunuen Cereano, Rancho Mirage Student Center Student Lead was nominated for the Finance and Contracts Committee.

Natalya Marsh, Graduate Assistant for the Recreation and Wellness Center and Student Lead was nominated for the Finance and Contracts Committee.

Erick Herrera, Queer and Transgender Resource Center Student Lead was nominated for the Policies and Procedures Committee.

Mariah Kuba, Recreation and Wellness Fitness Floor Supervisor and Student Lead was nominated for the Policies and Procedures Committee.

Melissa DeLaRosa, Rancho Mirage Student Center Student Employee was nominated for the Policies and Procedures Committee.

Danny Hoover, Cross Cultural Center Student Employee was nominated for the Strategic Planning Committee.

Laura Moorehead, Scheduling Student Employee was nominated for the Strategic Planning Committee.

Harjot Harjot Student Employee was nominated for the Strategic Planning Committee.

Kaelyn Blackwell, Intramurals Supervisor was nominated for the Strategic Planning Committee.

M/S Felix/Kulkarni motion to remove lines 47-57 from the committees document to make sure We're in alignment with the Director of Recreation and Wellness' recommendations.
Motion passed

M/S Agudo/Felix motion to approve EC 03/24 Appointment of BOD Committee Members for the 24-25AY as is.
Motion passed

Vice Chair passed gavel back to Chair Paz at 3:58pm.

Chair Paz accepted gavel at 3:59pm.

EC 04/24 Approval of Revised SMSU Board of Directors Meeting schedule for the 24-25AY (Action, Felix)

M/S Felix/Agudo motion to open EC 04/24 Approval of Revised SMSU Board of Directors Meeting schedule for the 24-25AY.

ED Felix deferred his time to Mrs. Junker. Mrs. Junker shared that she is proposing to the board to meet more frequently in the spring due to year end deadlines. Mrs. Junker also shared that a board member expressed a conflict for the meeting times should the board want to discuss.

M/S Agudo/Felix motion to table EC 04/24 Approval of Revised SMSU Board of Directors Meeting schedule for the 24-25AY.
Motion passed

Announcements

- Executive Committee would like to invite all board members to join the next meeting to discuss fall schedule.
- Please join us at the Student Assistant Fall Training on Tuesday, August 20, 2024 from 9:00am – 2:30pm.

Adjournment M/S Felix/Kulkarni motion to adjourn meeting.

The meeting was adjourned at 4:07pm

Respectfully reviewed & submitted by

Daniel Arana, Secretary

Date



California Public Employees' Retirement System
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May 19, 2025

CALPERS ID: 5587679367

EMPLOYER NAME: SANTOS MANUEL STUDENT UNION OF CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

RATE PLAN: MISCELLANEOUS PLAN

BENEFIT DESCRIPTION: SECTION 20903 - ADDITIONAL SERVICE CREDIT (GOLDEN HANDSHAKE) – LOCAL MEMBER

Dear Requestor:

A cost analysis for granting two years of additional service to designated members (Golden Handshake) and related information is enclosed. This actuarial valuation report reflects the following proposed benefit provision changes:

Additional two years of service for designated members - Golden Handshake

The employer has provided CalPERS with a list of members to include in this cost analysis.

Number of eligible members*	6
Average Pay	\$64,350
Average Service	16.62
Average Age	55.69

*Members hired on or after July 1, 2023 are not included in the valuation

California Government Code section 20903 allows an agency to provide its employees, who retire during a designated period, two years of additional service credit. Before an agency may adopt the Golden Handshake resolution, the governing body must certify that it intends to keep some of the resulting vacancies permanently unfilled and reduce the workforce. The provision permits agencies to reduce staff and provide immediate payroll savings by offering a retirement incentive for eligible employees.

The estimated total increase in retirement benefit costs and analysis regarding estimated changes in required employer contribution rates are provided in the attached cost analysis, which is intended to satisfy Government Code section 7507(b). In order to satisfy section 7507(c), the employer must make this report public at a public meeting at least two weeks prior to adopting the Golden Handshake. This subsection may also require an actuary to be present at the meeting at which the Golden Handshake is adopted to provide information as needed.

Important Risk Disclosure

- **The Nature of Actuarial Work:** All actuarial calculations, including the ones in this cost estimate, are based on numerous assumptions about the future. This includes demographic assumptions about the percentage of your employees that will terminate, die, become disabled, and retire in each future year, and economic assumptions, about what salary increases each employee receives and the most important assumption, what the assets at CalPERS will earn for each year into the future until the last dollar is paid to current members of your plan. While CalPERS has set these assumptions as our best estimate of the future, it must be understood that these assumptions are very long-term predictors and will not be realized each year as we go forward. **This means that your required employer contributions can vary with or without any benefit changes because short term experience does not conform to the long-term actuarial assumptions.**

- **Change in Actuarial Assumptions:** On November 17, 2021, the CalPERS Board of Administration (board) adopted new actuarial assumptions based on the recommendations in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases and inflation assumptions for public agencies. These new assumptions are incorporated in this actuarial valuation. In addition, the board adopted a new strategic asset allocation as part of its Asset Liability Management process. The new asset allocation along with the new capital market assumptions and economic assumptions support a discount rate of 6.80%. This includes a reduction in the price inflation assumption from 2.50% to 2.30%.
- Investment return is much more volatile than liability fluctuations and can cause employer rates to vary significantly. For example, for the past twenty-year period ending June 30, 2023, returns for each fiscal year ranged from -23.6% to +21.3%. The impact of investment return on employer contribution rates varies significantly based on the plan's volatility ratio (the ratio of the market value of assets to the payroll).
- The risks associated with whether actual future measurements differ significantly from expected future measurements are disclosed in this report. **These risk disclosures are important and should be reviewed.**

If you have questions about the cost analysis, please call (888) CalPERS (225-7377). Please ask to speak to a contract analyst for questions about the contract. Please ask to speak to the signing actuary below for questions about this cost analysis.



Rory Jensen, ASA, MAAA
Actuary, CalPERS

for

DANIEL MILLER, ASA, MAAA
Senior Actuary, CalPERS

Enclosures

Estimated Cost/Savings of Golden Handshake

A Golden Handshake program generally results in increased retirement benefit costs but lower payroll and ancillary benefit costs (at least for some period of time). An appropriate method for determining the ultimate cost / savings of such a program is to compare the estimated increase in retirement benefit costs to the estimated payroll and ancillary benefit savings. There is generally no way to know which of the eligible members will retire under the program. ***All "post-change" results provided in this report assume all eligible members will retire.*** If some eligible employees choose to continue working, the cost will be different. However, it is not necessarily true that if 80% of eligible members choose to retire, the cost will be 80% of the results shown in this report. The cost of the additional service varies by individuals, and those for whom it has a higher value may be more likely to elect to take advantage, meaning that the cost for the 80% that elect to retire could be more than 80% of the cost if all members elect to retire.

The ultimate cost/savings will also depend heavily on the extent to which members who retire under the program are replaced or not replaced. Both the increase in retirement benefit costs and the decrease in payroll/ancillary benefits depend on this.

Adoption of the proposed Golden Handshake would affect the cost of retirement benefits provided in this plan in two ways:

1. Increase in Past Service Cost – this is the current value of the improved benefit for all past service of eligible members, expressed as a lump-sum dollar amount. According to CalPERS policy, a new Unfunded Accrued Liability base is established in the amount of the past service cost increase for the Golden Handshake program and amortized over 5 years.
2. Decrease in Normal Cost – employer normal costs for remaining active members will be unaffected by the Golden Handshake program. However, to the extent members who retire under the program are not replaced, total required employer normal cost payments will be reduced.

This report provides estimates of the increase in retirement benefit costs but does not provide estimated payroll/ancillary benefit savings. For a full picture of the financial impact of this program, payroll and ancillary benefit costs should be estimated and compared to the retirement benefit costs provided in this report.

Present Value of Projected Benefits

The table below shows the change in the plan's total present value of benefits for the proposed plan change. The present value of benefits represents the total dollars needed today to fund all future benefits for *current* members of the plan (i.e., without regard to future employees).

Also provided in the table is the present value of future member contributions for members assumed to retire under the Golden Handshake program. Without the program, these member contributions would be expected to be paid to the plan. If the retiring members are not replaced, these member contributions will not be contributed to the plan.

The change in the present value of benefits due to the Golden Handshake program plus "lost" member contributions is an estimate of the total retirement benefit cost of the program if retiring members are not replaced.

**MISCELLANEOUS PLAN OF SANTOS MANUEL STUDENT UNION OF CALIFORNIA STATE UNIVERSITY,
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CALPERS ID: 5587679367
**BENEFIT DESCRIPTION: SECTION 20903 - ADDITIONAL SERVICE CREDIT (GOLDEN HANDSHAKE) – LOCAL
MEMBER**

Estimated Cost of Golden Handshake Benefits if No Replacement of Employees		
Total Present Value of Projected Benefits (PVB) from June 30, 2023 Valuation		\$9,242,144
As of Assumed Program Effective Date (1/1/2025)		
	Pre-Change	Post-Change
PVB for Eligible Members	\$2,356,446	\$2,289,652
Change to PVB		(\$66,794)
Present Value of Future Member Contributions for eligible members	\$143,764	\$0
Reduction in Future Member Contributions		\$143,764
Estimated Total Increase in Retirement Benefit Costs (Assuming no replacement) *		\$76,970

* The Estimated Total Increase in Retirement Benefit Costs shown in the table above assumes that all employees eligible for retirement elect to retire under the Golden Handshake program. For certain eligible members, the present value of future benefits decreases as a result of immediate retirement under this program due either:

1. Forfeiture of the value of higher future service retirement benefits at later retirement dates.
2. An actuarial liability gain due to the early retirement benefit factor applied if the member has not yet reached the normal retirement age.

If eligible members meeting the above criteria are excluded from the valuation, the estimated increase to the PVB is \$152,201, with reduction in future member contributions of \$37,146. This would yield a total estimated increase in retirement benefit costs of \$189,347.

As discussed in the Important Risk Disclosure in the cover letter, actual cost in the future will differ from our estimates due to experience deviating from the long-term actuarial assumptions on which the estimates are based.

Accrued Liability

The plan's Accrued Liability is the portion of the Present Value of Projected Benefits attributable to past service. A plan with assets exactly equal to the plan's accrued liability is "on schedule" in funding that plan. A plan with assets below the accrued liability is "behind schedule", or is said to have an *unfunded liability*, and must temporarily increase contributions to get back on schedule. Of course, events such as plan changes and investment or demographic gains or losses can change a plan's condition from year to year.

The increase in the plan's accrued liability due to the Golden Handshake program determines the increase in unfunded liability that is amortized over a 5-year period which increases required annual employer contributions.

The table that follows shows the accrued liability (AL), unfunded accrued liability, funded status for the plan as of the most recent valuation date, and the changes in the accrued liability due to the Golden Handshake program as of the assumed effective date of the program.

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Estimated Cost of Golden Handshake Benefits if all Employees Replaced		
Total Entry Age Accrued Liability (AL) from June 30, 2023 Valuation		\$8,015,137
Market Value of Assets (MVA) as of June 30, 2023		\$6,190,104
Unfunded Liability/(Excess Assets) (UAL = AL – MVA) as of June 30, 2023		\$1,825,033
Funded Status (MVA / AL) as of June 30, 2023		77.2%
As of Assumed Program Effective Date (1/1/2025)		
	Pre-Change	Post-Change
Entry Age Accrued Liability for Eligible Members	\$1,962,894	\$2,289,652
Change to Entry Age Accrued Liability		\$326,758
Estimated Total Increase in Retirement Benefit Costs (if all employees replaced)		\$326,758

For a Golden Handshake program, the increase in accrued liability is typically greater than the increase in the present value of projected benefits. The difference is the value of normal costs that would have been charged for the retiring members between the valuation date and their projected retirement date (without the Golden Handshake program). ***If these retiring members are replaced (resulting in these normal costs being accrued by replacement members), a more appropriate estimate of the total increase in retirement benefit costs attributable to the Golden Handshake program is the increase in accrued liability shown above.*** For certain eligible members, the accrued liability decreases as a result of retirement under this program due to the value of future retirement benefit factor increases that they forfeit if they accept the Golden Handshake. If the Golden Handshake is declined by these members, the change to the Entry Age Accrued liability could be approximately \$328,770 rather than the \$326,758 shown above.

Estimated Impact on Future Employer Contributions

The previous sections of this report provide information regarding the estimated total cost of additional retirement benefits under the proposed Golden Handshake program. Estimating this cost is important so that it can be compared against estimated savings due to payroll and other ancillary benefits. However, the estimate of the total cost of additional retirement benefits does not by itself indicate how year-by-year future contribution requirements will be impacted. The purpose of this section is to discuss how the expected cost of the program is spread over future contribution requirements.

CalPERS policy provides that the change in unfunded liability due to a Golden Handshake program will be separately amortized over a period of 5 years and all other components of the plan's unfunded liability/excess assets will continue to be amortized separately. Future employer normal costs are expected to be lower provided at least some of the retiring members are not replaced.

Normal Cost for Fiscal Year 2025-26

The employer normal cost rate determined in the June 30, 2023 actuarial valuation, and applicable to fiscal year 2025-26, is unaffected by the Golden Handshake program. However, if member payroll for that year is reduced due to this program, this normal cost rate will be applied to lower payroll which will result in lower normal cost dollars paid during that year. **The reduction in fiscal year 2025-26 employer normal cost can be estimated by multiplying the plan's current employer normal cost rate by the estimated decrease in payroll due to this program.**

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Normal Cost for Fiscal Year 2026-27 and Beyond

The employer normal cost rate that will be determined in the June 30, 2024 actuarial valuation (applicable to the 2026-27 fiscal year) will also be unaffected by this Golden Handshake program as all eligible members will be retiring after that date. **An estimate for the employer normal cost reduction in fiscal year 2026-27 can be determined by multiplying the plan's current employer normal cost rate by the estimated decrease in payroll due to this program in fiscal year 2026-27.** The employer normal cost rate is provided in the table below. This estimate of the decrease in the employer normal cost reduction also applies to future fiscal years.

Employer Normal Cost Based on June 30, 2023 Actuarial Valuation		
<u>Employer Normal Cost Rates (FY 2025 – 26)</u>		
MISCELLANEOUS PLAN		11.94%
Employer Normal Costs are made as a percentage of payroll. Future employer normal cost contribution reductions can be estimated using the procedures described in the text above.		
Note – individual member normal cost rates are not impacted by the Golden Handshake program.		
Increase to Future Required Employer UAL Contributions	Pre-Change	Post-Change
Increase to Required Employer Unfunded Accrued Liability Payments beginning July 1, 2027 (level dollar payment persists for 5 years)	\$0	\$90,414
Increase to Required Employer Unfunded Accrued Liability Payments if only members with an increased accrued liability elect to retire under the Golden Handshake program beginning July 1, 2027 (level dollar payment persists for 5 years)		\$90,971

Additional Risk Disclosures

With the adoption of the Actuarial Standards of Practice Number 51 (ASOP 51), there is an increase in the amounts of disclosures about the risk associated with pension plans. These risks are shown in both the annual valuation report, as well as this cost analysis report. The following are some risk disclosures that your actuary feels you should be aware of before adopting the Golden Handshake.

The actuarial calculations supplied in this communication are based on a number of assumptions about very long-term demographic and economic behavior. Unless these assumptions (terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year to year differences between actual experience and the assumptions are called actuarial gains and losses and serve to raise or lower the employer's required contributions from year to year. As a result, the required contributions will fluctuate, especially due to the unpredictability of investment returns.

Provided on the following pages are several measures to help your agency understand the risks associated with the proposed contract.

Specifically, these exhibits illustrate the risk associated with:

- The Plan's Sensitivity to the Discount Rate, Mortality, and Inflation
- The Plan's Maturity, and
- The Potential Costs for Terminating the Proposed Contract

The risks analyzed here are not a comprehensive list but are instead the risks we believe to have the greatest impact on the additional retirement benefit costs due to the Golden Handshake program. There are other risks associated with the proposed contract not analyzed here that could impact the cost of the plan.

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2023, assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption. This type of analysis assesses the impact of a change in real rate of return assumption and the price inflation assumption independently.

Sensitivity to the Real Rate of Return Assumption

The following tables indicate the sensitivity of key valuation results, before and after the Golden Handshake, to changes in the assumed real rate of return. For this analysis, the inflation assumption was unchanged at 2.3%.

Sensitivity Analysis (Pre-Change)			
As of June 30, 2023	1% Lower Discount Rate	Current Discount Rate	1% Higher Discount Rate
Discount Rate	5.8%	6.8%	7.8%
a) Accrued Liability	\$9,147,963	\$8,015,137	\$7,083,666
b) Market Value of Assets	\$6,190,104	\$6,190,104	\$6,190,104
c) Unfunded Liability (Surplus) [(a) - (b)]	\$2,957,859	\$1,825,033	\$893,562
d) Funded Ratio [(b) ÷ (a)]	67.7%	77.2%	87.4%

Sensitivity Analysis (Post-Change)			
As of June 30, 2023	1% Lower Discount Rate	Current Discount Rate	1% Higher Discount Rate
Discount Rate	5.8%	6.8%	7.8%
a) Accrued Liability	\$9,441,208	\$8,311,190	\$7,383,152
b) Market Value of Assets	\$6,190,104	\$6,190,104	\$6,190,104
c) Unfunded Liability (Surplus) [(a) - (b)]	\$3,251,104	\$2,121,086	\$1,193,048
d) Funded Ratio [(b) ÷ (a)]	65.6%	74.5%	83.8%

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Sensitivity to the Price Inflation Assumption

The following tables indicate the sensitivity of key valuation results, before and after the Golden Handshake, to changes in the price inflation assumption. For this analysis, the real rate of return assumption was unchanged at 4.5%.

Sensitivity Analysis (Pre-Change)			
As of June 30, 2023	1% Lower Inflation Rate	Current Inflation Rate	1% Higher Inflation Rate
a) Accrued Liability	\$8,323,731	\$8,015,138	\$7,372,938
b) Market Value of Assets	\$6,190,104	\$6,190,104	\$6,190,104
c) Unfunded Liability (Surplus) [(a) - (b)]	\$2,133,627	\$1,825,033	\$1,182,834
d) Funded Ratio [(b) ÷ (a)]	74.4%	77.2%	84.0%

Sensitivity Analysis (Post-Change)			
As of June 30, 2023	1% Lower Inflation Rate	Current Inflation Rate	1% Higher Inflation Rate
a) Accrued Liability	\$8,643,836	\$8,311,190	\$7,631,882
b) Market Value of Assets	\$6,190,104	\$6,190,104	\$6,190,104
c) Unfunded Liability (Surplus) [(a) - (b)]	\$2,453,732	\$2,121,086	\$1,441,778
d) Funded Ratio [(b) ÷ (a)]	71.6%	74.5%	81.1%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2023 plan costs for eligible members under two different longevity scenarios, namely assuming a 10% increase or 10% decrease in the mortality rates adopted in 2021. This type of analysis assesses the impact of a change in the mortality assumption.

Sensitivity Analysis (Pre-Change)			
As of June 30, 2023	10% Lower Mortality Rates	Current Mortality	10% Higher Mortality Rates
a) Accrued Liability	\$8,181,461	\$8,015,137	\$7,861,998
b) Market Value of Assets	\$6,190,104	\$6,190,104	\$6,190,104
c) Unfunded Liability (Surplus) [(a) - (b)]	\$1,991,357	\$1,825,033	\$1,671,894
d) Funded Ratio [(b) ÷ (a)]	75.7%	77.2%	78.7%

Sensitivity Analysis (Post-Change)			
As of June 30, 2023	10% Lower Mortality Rates	Current Mortality	10% Higher Mortality Rates
a) Accrued Liability	\$8,475,401	\$8,311,190	\$8,159,827
b) Market Value of Assets	\$6,190,104	\$6,190,104	\$6,190,104
c) Unfunded Liability (Surplus) [(a) - (b)]	\$2,285,297	\$2,121,086	\$1,969,723
d) Funded Ratio [(b) ÷ (a)]	73.0%	74.5%	75.9%

Maturity Measures

As pension plans mature, they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

Ratio of Retiree Accrued Liability to Total Accrued Liability	Pre-Change	Post-Change
1. Retired Accrued Liability	\$3,844,441	\$5,827,333
2. Total Accrued Liability	\$8,015,137	\$8,311,190
3. Ratio of Retiree AL to Total AL [(1) ÷ (2)]	0.48	0.70

Another way to look at the maturity level of CalPERS and its plans is to look at the ratio of actives to retirees. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures, and members retire, the ratio starts declining. A mature plan will often have a ratio near or below one.

Support Ratio	Pre-Change	Post-Change
1. Number of Actives	11	5
2. Number of Retirees	15	21
3. Support Ratio [(1) ÷ (2)]	0.73	0.24

In the tables above, the “post-change” results assume all eligible members retire under this program and are not replaced.

Volatility Ratios

Actuarial calculations are based on a number of assumptions about long-term demographic and economic behavior. Unless these assumptions (terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

The volatility in annual employer rates may be affected by this Golden Handshake due to changes in plan liabilities and payroll. Rate volatility can be measured by the ratio of plan assets to active member payroll. Higher asset to payroll ratios produce more volatile employer rates. To see this, consider two plans, one with assets that are 4 times active member payroll, and the other with assets that are 8 times active member payroll. In a given year, when assets rise or fall 10% above or below the actuarial assumption, the plan with a volatility index of 4 experiences a dollar gain or loss of 40% of payroll while the plan with a volatility index of 8 experiences a dollar gain or loss of 80% of payroll. If this gain or loss is spread over 20 years (and we oversimplify by ignoring interest on the gain or loss), then the first plan's rate changes by 2% of pay while the second plan's rate changes by 4% of pay.

It should also be noted that these ratios tend to stabilize as the plan matures. That is, all plans with no past service start their lives with zero assets and zero accrued liability – thus, asset to payroll ratio and liability to payroll ratios are equal to zero. However, as time goes by these ratios begin to rise and then tend to stabilize at some constant amount as the plan matures. Higher benefit levels and earlier expected retirements produce higher constant future ratios.

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MEMBER**

Asset Volatility Ratio (AVR)

Plans that have higher asset-to-payroll ratios experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures. When an agency increases benefits, the future liability changes, but assets do not. So, the AVR does not change immediately. However, as assets grow to equal the new accrued liability, the AVR will also grow. So, we also disclose the ratio of accrued liability to payroll below to show what the future AVR will become when the plan is 100% funded. The higher this ratio, the more volatile the future contribution rate will be.

Liability Volatility Ratio (LVR)

Plans that have higher liability-to-payroll ratios experience more volatile employer contributions (as a percentage of payroll) due to investment return and changes in liability. For example, a plan with a liability-to-payroll ratio of 8 is expected to have twice the contribution volatility of a plan with a liability-to-payroll ratio of 4. The liability volatility ratio is also shown in the table below. It should be noted that this ratio indicates a longer-term potential for contribution volatility. The asset volatility ratio, described above, will tend to move closer to the liability volatility ratio as the plan matures. With an increase in benefits, a plan is likely to see an increase in the Liability Volatility Ratio as more assets are needed to support the higher benefits that are to be paid out.

The table below contains these measures of potential future rate volatility. **For this purpose, the “post-change” results assume all eligible members retire under this program and are not replaced.**

Contribution Volatility	As of June 30, 2023 (Pre-Change)	As of June 30, 2023 (Post-Change)
1. Market Value of Assets	\$6,190,104	\$6,190,104
2. Payroll	\$848,837	\$462,737
3. Asset Volatility Ratio (AVR) $[(1) \div (2)]$	7.3	13.4
4. Accrued Liability	\$8,015,137	\$8,311,190
5. Liability Volatility Ratio (LVR) $[(4) \div (2)]$	9.4	18.0

Funded Status - Termination Basis

The funded status on a termination basis is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2023. The plan liability on a termination basis is calculated differently compared to the plan's ongoing funding liability. For the termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the CalPERS Board of Administration (board) for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while funding risk is limited. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the termination liability based on the lowest and highest interest rates observed during an approximate 19-month period from 12 months before the valuation date to 7 months after.

The following tables show the termination liabilities before and after the proposed Golden Handshake.

Pre-Change

	Discount Rate: 3.06% Price Inflation: 2.50%	Discount Rate: 5.06% Price Inflation: 2.50%
1. Termination Liability ¹	\$12,016,668	\$8,860,358
2. Market Value of Assets (MVA)	\$6,190,104	\$6,190,104
3. Unfunded Termination Liability [(1) – (2)]	\$5,826,564	\$2,670,254
4. Funded Ratio [(2) ÷ (1)]	51.5%	69.9%

Post-Change

	Discount Rate: 3.06% Price Inflation: 2.50%	Discount Rate: 5.06% Price Inflation: 2.50%
1. Termination Liability ¹	\$12,383,873	\$9,135,031
2. Market Value of Assets (MVA)	\$6,190,104	\$6,190,104
3. Unfunded Termination Liability [(1) – (2)]	\$6,193,769	\$2,944,927
4. Funded Ratio [(2) ÷ (1)]	50.0%	67.8%

¹ The liabilities calculated above include a 5% mortality contingency load in accordance with board policy.

² The current discount rate assumption used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 4.06% on June 30, 2023.

In order to terminate the plan, you must first contact our Retirement Services Contract Unit to initiate a Resolution of Intent to terminate. The completed Resolution will allow the plan actuary to give you a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. CalPERS advises you to consult with the plan actuary before beginning this process.

Funded Status – Low-Default-Risk Basis

Actuarial Standard of Practice (ASOP) No. 4, *Measuring Pension Obligations and Determining Pension Plan Costs or Contributions*, requires the disclosure of a low-default-risk obligation measure (LDROM) of benefit costs accrued as of the valuation date using a discount rate based on the yields of high quality fixed income securities with cash flows that replicate expected benefit payments. Conceptually, this measure represents the level at which financial markets would value the accrued plan costs, and would be approximately equal to the cost of a portfolio of low-default-risk bonds with similar financial characteristics to accrued plan costs.

As permitted in ASOP No. 4, the Actuarial Office uses the Entry Age Actuarial Cost Method to calculate the LDROM. This methodology is in line with the measure of “benefit entitlements” calculated by the Bureau of Economic Analysis and used by the Federal Reserve to report the indebtedness due to pensions of plan sponsors and, conversely, the household wealth due to pensions of plan members.

As shown below, the discount rate used for the LDROM is 4.82%, which is the Standard FTSE Pension Liability Index¹ discount rate as of June 30, 2023, net of assumed administrative expenses.

Selected Measures on a Low-Default-Risk Basis	Pre-Change	Post-Change
Discount Rate	4.82%	4.82%
1. Accrued Liability ² – Low-Default-Risk Basis (LDROM)		
a) Active Members	\$4,214,255	\$4,507,173
b) Transferred Members	\$1,231,228	\$1,231,228
c) Separated Members	\$431,331	\$431,331
d) Members and Beneficiaries Receiving Payments	\$4,632,053	\$4,632,053
e) Total	\$10,508,867	\$10,801,785
2. Market Value of Assets (MVA)	\$6,190,104	\$6,190,104
3. Unfunded Accrued Liability – Low-Default-Risk Basis [(1e) – (2)]	\$4,318,763	\$4,611,681
4. Unfunded Accrued Liability – Funding Policy Basis	\$1,825,033	\$2,121,086
5. Present Value of Unearned Investment Risk Premium [(3) – (4)]	\$2,493,730	\$2,490,595

The difference between the unfunded liabilities on a low-default-risk basis and on the funding policy basis represents the present value of the investment risk premium that must be earned in future years to keep future contributions for currently accrued plan costs at the levels anticipated by the funding policy.

Benefit security for members of the plan relies on a combination of the assets in the plan, the investment income generated from those assets, and the ability of the plan sponsor to make necessary future contributions. If future returns fall short of 6.8%, benefit security could be at risk without higher than currently anticipated future contributions.

The funded status on a low-default-risk basis is not appropriate for assessing the sufficiency of plan assets to cover the cost of settling the plan’s benefit obligations, nor is it appropriate for assessing the need for future contributions.

¹ This index is based on a yield curve of hypothetical AA-rated zero coupon corporate bonds whose maturities range from 6 months to 30 years. The index represents the single discount rate that would produce the same present value as discounting a standardized set of liability cash flows for a fully open pension plan using the yield curve. The liability cash flows are reasonably consistent with the pattern of benefits expected to be paid from the entire Public Employees’ Retirement Fund for current and former plan members. A different index, hence a different discount rate, may be needed to measure the LDROM for a subset of the fund, such as a single rate plan or a group of retirees.

² If plan assets were invested entirely in the AA fixed income securities used to determine the discount rate of 4.82%, the CalPERS discount rate could, at various times, be below 4.5% or 5.25%, and some automatic annual retiree COLAs could be suspended (Gov. Code sections 21329 and 21335). Since there is currently no proposal to adopt an asset allocation entirely comprised of fixed income securities, the automatic COLAs have been fully valued in the measures above based on the assumptions used for plan funding. Removing future COLAs from the measurement would understate the statutory obligation.

Additional Disclosure

Please note that the cost analysis provided in this document **may not** be relied upon after you receive your next annual valuation. If you have not taken action to adopt the Golden Handshake by this date, you must contact our office for an updated cost analysis, based on the new annual valuation.

The actuarial methodologies and plan benefit provisions are the same as those that may be found in the appendices of the June 30, 2023 annual report. The actuarial assumptions are those recommended to and adopted by the board in the 2021 CalPERS Experience Study and Review of Actuarial Assumptions, except that all decrements for Golden Handshake eligible members were removed for fiscal year 2023-24 and these members are assumed to retire in fiscal year 2024-25.

Actuarial Certification

This actuarial valuation for the proposed Golden Handshake is based on the participant, benefits, and asset data used in the June 30, 2023 annual valuation, with the benefits modified if necessary to reflect what is currently provided under your contract with CalPERS, and further modified to reflect the proposed Golden Handshake. The valuation has been restricted to those individuals designated by the employer and excludes those designees currently ineligible to retire based on CalPERS data. Note that a Golden Handshake could be granted to members not included in this valuation report, possibly even members not yet hired by the employer, which would result in additional employer costs not disclosed here. The valuation has been performed in accordance with standards of practice prescribed by the Actuarial Standards Board, and the assumptions and methods are internally consistent and reasonable for this plan, as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

The undersigned are actuaries who satisfy the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.



Rory Jensen, ASA, MAAA
Actuary, CalPERS

for

DANIEL MILLER, ASA, MAAA
Senior Actuary, CalPERS

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
SANTOS MANUEL STUDENT UNION**

PERSONNEL POLICY

SUBJECT: Equal Employment Opportunity Policy

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 300
Fair Employment and Housing Act
Unruh Civil Rights Act

POLICY

It is the policy of the Santos Manuel Student Union of California State University, San Bernardino to hire, advance in employment and otherwise treat all employees and applicants for employment without regard to race, color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic conditions, genetic information, sex (including pregnancy, childbirth, breastfeeding, reproductive health decision-making, or related medical conditions), gender, gender identity, gender expression, sexual orientation, marital status, age (40 years and over), veterans or military status, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other characteristic protected by state or federal anti-discrimination law covering employment.

The Santos Manuel Student Union policy of non-discrimination applies to all levels of employment and to all personnel practices, including but not limited to: recruitment, hiring, reclassification, forms of compensation including rates of pay and benefits, transfer, termination, and educational training programs.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resource and Risk Manager and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Santos Manuel Student Union may investigate to identify the barriers that make it challenging for the applicant or employee to have an equal opportunity to perform their job. The Santos Manuel Student Union will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Santos Manuel Student Union will make the accommodation.

Implementation Responsibilities:

1. The authority and responsibility for assuring compliance with the policy rests with the Santos Manuel Student Union Executive Director and the Santos Manuel Student Union Human Resource and Risk Manager.
2. The Santos Manuel Student Union Executive Director has overall responsibility for policy development, implementation, coordination, and resolution of complaints.

Retaliatory Prohibition:

The Santos Manuel Student Union prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy. Retaliatory action taken against a person filing a discrimination complaint is a violation of the law, as well as Santos Manuel Student Union and CSUSB policy.

The Executive Director shall attempt to ensure that no retaliatory action is taken against any person who files a complaint of discrimination.

PROCEDURE

All Santos Manuel Student Union employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that the Santos Manuel Student Union has an opportunity to address and resolve any concerns. Managers are required to promptly report conduct they believe violates this policy.

Any employee or applicant for employment who feels that he or she has been subject to discrimination on the basis of race (inclusive of traits associated with race, including but not limited to hair texture and protective hairstyles i.e. braids, locs, and twists), color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic conditions, genetic information, sex (including pregnancy, childbirth, breastfeeding, reproductive health decision-making or related medical conditions), gender, gender identity, gender expression, sexual orientation, marital status, age (40 years and over), veterans or military status, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other characteristic protected by state or federal anti-discrimination law covering employment may file a complaint with the Human Resource and Risk Manager using Attachment A of this policy. The Human Resource and Risk Manager shall make every effort to resolve complaints of discrimination through informal conciliation meetings or fact-finding conferences with appropriate Santos Manuel Student

Union and/or University personnel and shall report results of the investigation to the Santos Manuel Student Union Executive Director for final resolution. If the Human Resource and Risk Manager is the subject of the complaint, the complaint will be forwarded to the Executive Director. If the Executive Director is the subject of the complaint, the complaint will be forwarded to the Associate Vice President of Student Affairs for final resolution.

The Santos Manuel Student Union will take appropriate corrective action(s) up to and including formal discipline against any employee(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, letters of reprimand, suspension, demotion, or termination.

Complaints of discrimination will be handled in a confidential manner. The Santos Manuel Student Union will not respond to requests for information concerning complaints from any media source or agencies other than those entitled by law to such information.

ATTACHMENT A

Equal Employment Opportunity Policy Complaint Form

COMPLAINANT INFORMATION

NAME:

DEPARTMENT:

IMMEDIATE SUPERVISOR:

Please describe the conduct that you believe violates the Equal Employment Opportunity Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, (attach additional pages if needed).

PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY

Person #1 - Name:

Department:

Person #2 - Name:

Department:

Person #3 - Name:

Department:

PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

Witness #1 Name:

Department:

Witness #2 Name:

Department:

Witness #3 Name:

Department:

HAVE YOU COMPLAINED TO ANYONE AT NAME OF ORGANIZATION ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result? (You may attach additional pages if necessary).

Please submit to the Santos Manuel Student Union Human Resource and Risk Manager

Summary of changes to SMSU Personnel Policy 300: Equal Employment Opportunity Policy

Amended to include traits associated with race under the definition of discrimination on the basis of race.

Based on changes to FEHA and Unruh Civil Rights Act.

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
SANTOS MANUEL STUDENT UNION**

PERSONNEL POLICY

SUBJECT: Paid Leaves of Absence

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 715
CA Govt Code § 19775 – Military Leave
CA Govt Code § 19859.3 – Bereavement Leave
California Code, Labor Code - LAB § 1510 – Organ and Bone Marrow Donor
Leave
Healthy Families Act of 2014 – Paid Sick Leave Law**

Santos Manuel Student Union management, regular, emergency, and temporary employees shall, when qualified, be entitled to paid leaves of absence for medical disability, family illness, military service, jury duty, or bereavement. It shall be the responsibility of the employee's supervisor, in conjunction with the Human Resource and Risk Manager, to ensure that requests for such absences are acted upon in a fair and equitable manner, and that policy requirements are adhered to. Employees should give advance notice whenever possible.

Sick Leave:

1. Santos Manuel Student Union employees shall be eligible for paid sick leave upon completion of one month of continuous service. Accrual rate for leave shall be eight (8) hours of credit for each qualifying month of full-time service. Part-time employees shall accrue leave at the rate of two (2) hours for each forty (40) hours of service. Such leave may not be awarded prior to the day on which it is credited and shall not be granted beyond time which has been accrued. When ill, employees should notify their supervisor as soon as possible, and no later than one hour after the time scheduled to start work.
2. The Santos Manuel Student Union Human Resource Office will require the employee to submit substantiating evidence that the absence is for an authorized reason if the absence is more than three (3) consecutive work days. This may include certification by an attending physician for absences due to illness.
3. Absences chargeable to sick leave include:
 - a. Illness, injury or exposure to a contagious disease.
 - b. Self-care
 - c. Treatment or examination by a licensed medical practitioner.

d. Seek relief or serve as a witness if an employee or family member is a victim of a qualifying act of violence

ed. Illness or injury in the immediate family. Use of sick leave in this category is limited to one-half the employee's annual sick leave accrual.

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For purposes of this policy, with the exception of item (d), the term "immediate family" shall include spouse, parent, grandparent, in-law, sibling, child, designated person, registered domestic partner and child thereof, significant other, and co-habitant. The designated person is a person identified by the employee at the time the employee requests sick leave. An employee may identify a designated person every 12 months. The 12 months begin with the first identification of a designated person. Registered domestic partner is defined pursuant to California law. Any other relative residing in the employee's immediate household, except domestic employees, roomers, or roommates, is also included under the term "immediate family".

For purposes of item (d), the term "family member" shall include a child, spouse, parent, grandparent, grandchild, sibling, domestic partner, and designated person.

A qualifying act of violence includes domestic violence, sexual assault, stalking, or any act that includes bodily injury or death, brandishing a firearm or other dangerous weapon, or a perceived or actual threat to use force against another to cause physical injury or death.

Catastrophic Leave

The Santos Manuel Student Union Catastrophic Leave policy shall mirror the campus Catastrophic Leave policy whenever possible. A catastrophic illness or injury is one which has totally incapacitated the employee from work, typically for an extended period of time, which would be defined as more than three working days. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member.

A doctor's note must be submitted to the Santos Manuel Student Union Human Resource and Risk Manager which indicates any special circumstances which cause the illness or injury to be catastrophic. In addition, qualifications and paperwork similar to FMLA-approved leave will be required in order to request Catastrophic Leave.

All leave credits (sick leave, vacation, personal holiday, etc.) must be exhausted prior to receiving Santos Manuel Student Union Catastrophic Leave credits. In some instances, it may be possible to pre-apply and receive approval to participate in the Catastrophic Leave program. In these cases, the employee must submit a detailed plan showing proposed absence periods,

how and when all leave credits would be exhausted and the projected amount of Santos Manuel Student Union Catastrophic Leave credits that would be needed to compensate for the employee absence.

To donate Catastrophic Leave Credits: Santos Manuel Student Union full-time employees will be notified by email whenever an approved Catastrophic Leave situation arises. SMSU full-time employees may donate sick leave or vacation credits at a maximum amount of 40 hours per individual, per occurrence. Donated leave credits are not deemed donated until they have been transferred to the recipient through Payroll.

Organ and Bone Marrow Donor Leave:

The Santos Manuel Student Union provides eligible employees up to 30 business days in a 12-month period of paid leave to donate an organ to another person, and up to five business days in a 12-month period of paid leave to donate bone marrow to another person. An additional unpaid leave of up to 30 business days in a 12-month period may be granted to an employee donating an organ.

To be eligible, employees must have been employed with the SMSU for 90 days immediately preceding the commencement of leave. Written certification that the employee is a bone marrow or organ donor and that the procedure is medically necessary will be required.

Employees should request leave under this policy with as much advanced notice as practicable. During leave under this policy the SMSU will maintain coverage for employees and their family members who participate in the SMSU's health plan on the same terms as if the employees had continued to work. If applicable, employees should arrange to pay their share of health plan premiums while on leave. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the leave. Upon returning from leave under this policy, employees will typically be restored to their positions, or to equivalent positions, with equivalent pay, benefits, and other employment terms and conditions.

Bereavement and Funeral Leave:

Employees are eligible for five days of bereavement leave with pay for each death of an immediate family member. Bereavement leave must be taken within 3 months of the date of death.

For purposes of this policy, the term "immediate family" shall include spouse, parent, grandparent, in-law, sibling, child, registered domestic partner and child thereof, significant other, and co-habitant. Registered domestic partner is defined pursuant to California law. Any other relative residing in the employee's immediate household, except domestic employees, roomers, or roommates, is also included under the term "immediate family".

Reproductive Loss Leave

Employees are eligible for five days of reproductive loss leave with pay for a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. The leave must be completed within 3 months of the reproductive loss event. If an employee suffers more than one reproductive loss event within 12 months, the SMSU will only provide up to 20 days of paid leave.

Time Off for Voting

If an employee does not have sufficient time outside of regular working hours to vote in an official state-sanctioned election, the employee may take off up to 2 hours of paid leave to vote. Such time off shall be taken at the beginning or the end of the regular working shift. Under these circumstances, an employee will be allowed a maximum of two hours of time off. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days' notice.

Military Leave:

General leave and re-employment rights. Any employee of Santos Manuel Student Union who is called for training or active duty in the uniformed services of the United States is eligible for military leave, provided the employee gives notice of his or her military obligations. Eligibility for military leave extends to part-time employees, but does not apply to temporary employees. However, other temporary employees returning from military service are reemployed to the extent required by law. In carrying out the terms of this policy and in all its dealings with employees regarding military leave issues, the Santos Manuel Student Union complies fully with all federal and state laws granting leave and employment rights to employees. Employees taking part in a variety of military duties are covered under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including active duty, reserve or National Guard, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. This policy also covers individuals serving in the active components of the armed forces and the National Disaster Medical System (NDMS) as well as reservists for the Federal Emergency Management Agency (FEMA) when they are deployed to disasters and emergencies on behalf of FEMA. Subject to certain exceptions under the law, these benefits are generally limited to five years of leave of absence.

Pay and benefit procedures. Employees with at least six months' service with the Santos Manuel Student Union are eligible for up to six months' supplemental pay and full benefits when they are absent due to a service obligation with a military reserve or National Guard unit. This supplemental pay equals the amount by which an employee's straight-time pay exceeds military pay. To qualify for benefits, employees must arrange to continue contributing their share of benefit costs.

Unpaid leave. Employees absent longer than six months due to a military service obligation are placed on unpaid military leave unless they have vacation leave that they choose to apply to their absence. Employees who enlist or are drafted are placed on open-ended unpaid military leave.

Health care continuation coverage. Employees on unpaid military leave are suspended from participation in the Santos Manuel Student Union benefit plans, but can purchase up to 24 months of continued health coverage if they opt to pay the full premium for the coverage. For more information on health care continuation rights, contact the Santos Manuel Student Union Human Resource and Risk Manager.

Life insurance coverage. The group term life/AD&D insurance provided by the Santos Manuel Student Union will terminate the day the employee becomes active military. Voluntary supplemental life/AD&D insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment to the insurance company within 31 days immediately following the termination of coverage.

Time Off accrual. Employees do not accrue vacation, personal leave or sick leave while on military leave of absence status.

Jury Duty:

Santos Manuel Student Union managerial, regular, temporary, and emergency employees who have been summoned to jury service shall be granted a leave of absence. In this case, employees must notify their supervisor of the summons, in writing, prior to commencing such service. Verification of summons will be required by the Human Resources and Risk Manager.

Parental Leave:

Parental leave is paid leave for the birth of an employee's child or the placement of a child with the employee through adoption or foster care.

- Leave is up to thirty (30) workdays per calendar year per event.
- Leave must commence within 60 days of the child's arrival.
- Leave runs concurrently with any other related leave to which an employee is entitled (i.e. CFRA, FMLA, Disability).
- Leave must be used within 12 weeks of the birth or adoption of a child.
- Employees must have at least 12 months of SMSU service to be eligible.

Summary of changes to SMSU Personnel Policy 715: Paid Leaves of Absence

Amended sick leave provisions to include time off if an employee or their relative is a victim of a qualifying act of violence.

Defines "Qualifying Act of Violence".

Based on changes to FEHA.

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
SANTOS MANUEL STUDENT UNION**

PERSONNEL POLICY

SUBJECT: Unpaid Leaves of Absence

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 720
California Family Rights Act
Family and Medical Leave Act
Paid Family Leave
Fair Employment and Housing Act**

Unpaid Leave of Absence (Non-FMLA/CFRA)

Santos Manuel Student Union employees may be granted an unpaid leave of absence for a period of up to one (1) year. Such leaves may be approved by the Santos Manuel Student Union's appointing authority for incapacitating illness or injury, parental requirements, or other satisfactory reasons as determined by the Executive Director in conjunction with the Human Resource Manager.

A written application for leaves in this category must be submitted to the Santos Manuel Student Union Human Resource Manager. They will consult with the Executive Director who will determine whether the request will be granted and establish conditions of such a leave. If the request is granted, the employee will not earn service credit during the period of leave and may not return to pay status prior to the expiration of leave without written approval of the Executive Director.

The Santos Manuel Student Union will attempt to return the employee to their classification at the end of the leave; however, there are no guarantees.

Family Medical Leave (CFRA/FMLA)

The Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) are federal and state laws that allow eligible employees of covered employers to take unpaid, job-protected leave. The Santos Manuel Student Union will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in state or federal law. In certain situations, federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law.

Please contact Human Resources as soon as you become aware of the need for a family or medical leave. The following is a summary of the relevant provisions. Any differences between CFRA and FMLA are outlined below.

Employee Eligibility - FMLA

To be eligible for FMLA benefits, an employee must: (1) have worked for the Santos Manuel Student Union for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by the Santos Manuel Student Union within 75 miles.

Employee Eligibility – CFRA

To be eligible for CFRA benefits, an employee must: (1) have worked for the Santos Manuel Student Union for a total of at least 12 months; and (2) have worked at least 1,250 hours over the previous 12 months.

Leave Available - FMLA

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of an employee's first use of the leave. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for a covered family member (spouse, minor or dependent child, or parent) with a serious health condition; (3) the employee is unable to work because of his or her own serious health condition (including pregnancy); (4) a qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, child (of any age), or parent who is a member of the United States Armed Forces; or (5) to care for a member who is a current servicemember or veteran with a serious illness or injury.

Leave Available - CFRA

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of an employee's first use of the leave. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for a covered family member (spouse, registered domestic partner, child of any age, child of domestic partner, parent, parent-in-law, sibling, grandparent, grandchild, or designated person) with a serious health condition; (3) the employee is unable to work because of his or her own serious health condition (excluding pregnancy); (4) a qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child (of any age), or parent who is a member of the United States Armed Forces, as specified in Section 3302.2 of the Unemployment Insurance Code.

Designated Person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one designated person per 12 month period.

Under some circumstances, employees may take family and medical leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

Pregnant employees may have the right to take pregnancy disability leave in addition to family and medical leave; such employees should contact their Human Resources regarding their individual situations.

Certain restrictions on these benefits may apply.

FMLA/CFRA Use

In circumstances where a leave qualifies for both FMLA and CFRA, the leave will run concurrently for a total of 12 weeks. It is possible that an employee could qualify for 12 weeks of CFRA and then qualify for 12 weeks of FMLA due to the differences in reasons for leave or covered family members.

Notice and Certification

Employees seeking to use family or medical leave may be required to provide:

- (1) 30-day advance notice when the need for the leave is foreseeable; and
- (2) Medical certification from a health-care provider (both prior to the leave and prior to reinstatement).

When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Santos Manuel Student Union's operation.

Compensation during Leave

FMLA and CFRA are unpaid. The Santos Manuel Student Union may require an employee to use accrued paid leave such as vacation to cover some or all of the family and medical leave. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled.

Benefits during Leave

The Santos Manuel Student Union will continue to pay its share of your group health insurance premiums for an employee on family and medical leave for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The Santos Manuel Student Union may recover premiums it

paid to maintain health coverage for an employee who fails to return to work following family and medical leave.

Employees on family and medical leave who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Santos Manuel Student Union in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the Santos Manuel Student Union for the amount of the relevant premium. Employees should contact Human Resources for further information.

Job Reinstatement

Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his or her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee returning from a family and medical leave has no greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if an employee on family and medical leave would have been laid off had leave not been taken, or if an employee's position is eliminated during the leave, the employee would not be entitled to reinstatement. An employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave.

Unlawful Acts

It is unlawful for the Santos Manuel Student Union to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the Santos Manuel Student Union to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.

Disability Insurance (DI) and Paid Family Leave (PFL)

Disability Insurance (DI) and Paid Family Leave (PFL) provide wage replacement benefits; they do not provide job protection. DI provides up to 52 weeks of paid benefits when an employee is unable to work and has a wage loss due to their own non-work-related illness, injury, pregnancy or childbirth. PFL provides up to eight weeks of pay when an employee has a wage loss due to taking time off work to care for a seriously ill family member, bond with a new child, or to participate in a qualifying event because of a family member's military deployment to a foreign county. **The law does not create a new right to a leave of absence**, but rather provides pay for the time an employee is off work for a covered reason. DI and PFL runs concurrently with FMLA leave and CFRA leave, California's FMLA counterpart. There is no guarantee of reinstatement after taking Paid Family Leave. For more information, contact Human Resources or visit www.edd.ca.gov.

Pregnancy Disability Leave

The Santos Manuel Student Union will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical conditions. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and certified as such by an attending physician.

Leave Available

An employee disabled due to pregnancy, childbirth, or related medical conditions may take up to a maximum of four months leave. As an alternative, the Santos Manuel Student Union may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

Notice and Certification Requirements

Employees requesting to take pregnancy disability leave must provide the Santos Manuel Student Union with a certification from a health-care provider.

Compensation during Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Benefits during Leave

If the employee taking pregnancy disability leave is eligible for leave under the federal or state family and medical leave laws, the Santos Manuel Student Union will maintain your group health insurance coverage for up to a maximum of 12 workweeks per 12-month period if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the Santos Manuel Student Union may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave. If ineligible under the federal and state family and medical leave laws, employees on pregnancy disability leave will receive continued paid coverage on the same basis as employees taking other leaves.

Employees on pregnancy disability leave who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Santos Manuel Student Union in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the Santos Manuel Student Union for the amount

of the relevant premium. Employees should contact their supervisor or the Administrative Office for further information.

Reinstatement

Upon the submission of a medical certification from a health care provider that an employee is able to return to work, the employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, an employee is not entitled to any greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if the employee had been laid off if they had not gone on leave, then the employee would not be entitled to reinstatement. Similarly, if the employee's position has been filled in order to avoid undermining the Santos Manuel Student Union's ability to operate safely and efficiently while the employee was on leave, and there is no equivalent position available, then reinstatement would be denied.

Workers' Compensation Disability Leave

The Santos Manuel Student Union will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the Santos Manuel Student Union will try to reasonably accommodate such employees with modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

Notice and Certification Requirements

Employees must report all injuries and illnesses—no matter how small—to their immediate supervisor. In addition, employees must provide the Santos Manuel Student Union with a certification from a health-care provider.

Compensation during Leave

Workers' compensation disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Benefits during Leave

If the employee taking workers' compensation disability leave is eligible for leave under the federal or state family and medical leave laws, the Santos Manuel Student Union will maintain your group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the Santos Manuel Student Union may recover premiums it paid to maintain health coverage for an employee who fails to return to work following workers' compensation disability leave. If ineligible under the federal and state family

and medical leave laws, employees on workers' compensation disability leave will receive continued coverage on the same basis as employees taking other leaves.

Employees on workers' compensation disability who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Santos Manuel Student Union in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the Santos Manuel Student Union for the amount of the relevant premium. Employees should contact the Administrative Office for further information.

Reinstatement

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee will be reinstated to his or her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Santos Manuel Student Union's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, then the employee would not be entitled to reinstatement.

Time Off for Child's School Activities

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, and wish to take unpaid time off to visit the school of your child for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice to the Santos Manuel Student Union of your planned absence. Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off. The Santos Manuel Student Union requires documentation from the school noting the date and time of your visit after it is completed.

If both parents of a child work for the Santos Manuel Student Union, only one parent—the first to provide notice—may take the time off, unless the Santos Manuel Student Union approves both parents taking time off simultaneously.

School Leave (Suspension)

If it is necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. No discriminatory action will be taken against the employee for taking time off for this purpose. Such time off is unpaid.

Time Off for Adult Literacy Programs

The Santos Manuel Student Union will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Santos Manuel Student Union assist him or her in enrolling in an adult literacy program, unless undue hardship to the Santos Manuel Student Union would result.

The Santos Manuel Student Union will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs. The Santos Manuel Student Union will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact management directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Santos Manuel Student Union encourages employees to improve their literacy skills, the Santos Manuel Student Union will not reimburse employees for the costs incurred in attending a literacy program. Non-exempt employees may use vacation pay to make up for absences from work to attend literacy classes. Time off to attend classes is unpaid.

Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, or other legally eligible emergency rescue personnel or reserve peace officers. Employees who serve as a volunteer firefighter may take up to 14 days of leave per calendar year for the purpose of engaging in fire or law enforcement training. Please alert your supervisor so that they are aware of the fact that you may have to take time off for emergency duty. If you need to take time off for emergency duty, please inform your supervisor before doing so where possible. Time off for such duty is unpaid.

Time Off for Victims of ~~Sexual Assault or Domestic Violence~~ a Qualifying Act of Violence

The Santos Manuel Student Union will not discriminate against or discharge employees who are victims of ~~crime~~ a Qualifying Act of Violence or have family members that are victims if they take time off for the following:

1. To seek any relief for the family member, including a temporary restraining order or other injunctive relief to help ensure the health, safety, or welfare of the family member of the victim.
2. To assist a family member to seek medical attention for or to recover from injuries caused by a qualifying act of violence.
3. To assist a family member to seek services from a domestic violence program, rape crisis center, or victim services organization as a result of a qualifying act of violence.
4. To assist a family member to seek psychological counseling or mental health services related to an experience of a qualifying act of violence.

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5. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
6. To secure a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
7. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
8. To assist a family member to seek civil or criminal legal services in relation to the qualifying act of violence.
9. To prepare for, or attend, any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
10. To seek or provide childcare or care to a care-dependent adult if the care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

A qualifying act of violence refers to any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime.

1. Domestic violence
2. Sexual assault
3. Stalking
4. An act, conduct, or pattern of conduct that includes:
 - a. An individual causing bodily injury or death to another
 - b. An individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon, with respect to another
 - c. An individual using or making a reasonably perceived or actual threat of use of force against another to cause physical injury or death

For purposes of this policy, "family member" is defined as a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, or a designated person.

Employees are required to provide reasonable advance notice of the employee's intention to take time off, unless advance notice is not feasible. When an unscheduled absence occurs, the SMSU will not take any action against the employee if the employee provides a certification to the employer within a reasonable time after the absence. Such a certification can be in any of the following forms: a police report indicating that the employee or a family member of the employee was a victim; a court order protecting or separating the employee or a family member of the employee from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or a family member of the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member of the employee was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; any

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other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying the purpose of the absence.

Leave will run concurrently with CFRA or FMLA if applicable.

The SMSU will provide reasonable accommodations for the safety of the employee while at work to include an employee who is a victim or whose family member is a victim of a qualifying act of violence. Such reasonable accommodations may include "the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, permission to carry telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence, or referral to a victim assistance organization." The SMSU will engage in a timely interactive process with the employee to determine effective reasonable accommodations, and must consider an exigent circumstance or danger facing the employee or their family member in determining the reasonableness of the request. The SMSU is not required to provide an accommodation that would constitute an undue hardship on its operations, including an accommodation that would violate the SMSU's duty to furnish and maintain a place of employment that is safe and healthful for all employees.

The SMSU will maintain the confidentiality of employees seeking to exercise these rights.

to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. The Santos Manuel Student Union will not discriminate against employees who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence or sexual assault victim or his or her child. Such time off is unpaid and certification of sexual assault will be required for time off to be granted.

The Santos Manuel Student Union will not discriminate or retaliate against an employee who is a victim of domestic violence for taking time off from work, which will be unpaid, to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program or a shelter, program, or rape crisis center, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Affected employees must give the Santos Manuel Student Union reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency

~~court appearances or other emergency circumstances. In such a case, the Santos Manuel Student Union will take no action against affected employees if, within a reasonable time after the appearance, they provide the Santos Manuel Student Union with documentary evidence that their absence was required for any of the above reasons. Affected employees may use vacation, personal leave or other accrued time off (if available).~~

Time Off for Victims of Violent Crimes

~~Employees who are victims or related to victims of a violent felony (defined in Penal Code § 667.5(c)), a serious felony (as defined in Penal Code § 1192.7(c)), or a felony statute prohibiting theft or embezzlement, may take unpaid time off from work to attend judicial proceedings related to the crime. "Related to" means the employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or the child of a registered domestic partner. The employee must give the Santos Manuel Student Union a copy of a notice in advance of each scheduled proceeding. If it is impossible to do so, the employee must give the Santos Manuel Student Union such notice within a reasonable time after the proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the office of the victim's advocate. An employee may use vacation time, personal leave time, or sick leave for the purpose of attending the proceeding. The Santos Manuel Student Union shall keep confidential all records pertaining to this time off.~~

Lactation Accommodation

The Santos Manuel Student Union shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child. As far as possible, this break time shall run concurrently with any break time already provided by law to the employee. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid and employees provided with such break time shall record it on their timesheets. The Santos Manuel Student Union is not required to provide such break time if it would seriously disrupt operations.

The Santos Manuel Student Union shall make every reasonable effort to provide employees with the use of a room or other location (other than a toilet stall) close to the employees' work area for employees to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy.

Civil Air Patrol Leave

Employees responding to an emergency operational mission of the California Wing of the Civil Air Patrol may take 10 days per calendar year of unpaid Civil Air Patrol leave.

Military Spouse Leave

Employees who work more than 20 hours per week may take up to a 10-day unpaid leave of absence. Employees must provide notice that their spouse will be on leave from deployment.

Effective 10.02.2024
Updated: 10.02.2024
Supersedes: 05.01.2024
Unpaid Leaves of Absence
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Military and Reserve Duty Leave

An employee who is a member of the reserve corps of the US Armed Forces, the National Guard, or the National Militia may take an unpaid leave of up to 17 days per year while engaged in military duty.

Summary of changes to SMSU Personnel Policy 720: Unpaid Leaves of Absence

Updated “Time Off for Victims of Sexual Assault” section to “Time Off for Victims of a Qualifying Act of Violence”.

Provides covered activities for time off.

Defines “Qualifying Act of Violence”.

Explains notice and documentation requirements.

Explains relation to CFRA and FMLA.

Explains interactive accommodation process.

Based on changes to FEHA.

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
SANTOS MANUEL STUDENT UNION

PERSONNEL POLICY

SUBJECT: ~~Unlawful Harassment Policy~~ Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation

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REFERENCE: SMSU Personnel Policies Manual; SMSUPM 935
CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (Nondiscrimination Policy)
Title VI and Title VII of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
The California Equity in Higher Education Act
The Violence Against Women Reauthorization Act of 2013
Section 504 of the Rehabilitation Act of 1973
Title II of the Americans with Disabilities Act of 1990
The Age Discrimination Act of 1975

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POLICY

The Santos Manuel Student Union must take all reasonable steps to prevent unlawful harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, the Santos Manuel Student Union maintains a strict policy prohibiting harassment because of gender, gender identity, gender expression, genetic characteristics or information, sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, ~~cancer-related~~ medical condition, marital status, veteran status, sexual orientation, age, and any other basis protected by applicable federal, state or local law. All such harassment is prohibited. The Santos Manuel Student Union's anti-harassment policy applies to all employees and independent contractors involved in the operations of the Santos Manuel Student Union and prohibits harassment by any Santos Manuel Student Union employee, including supervisors and co-workers, or independent contractors. The Santos Manuel Student Union's anti-harassment policy also protects employees from harassment by clients, vendors, or others doing business with the Santos Manuel Student Union. If harassment occurs on the job by someone not employed by the Santos Manuel Student Union, the procedures in this policy should be followed as if the harasser were an employee of the Santos Manuel Student Union.

The Santos Manuel Student Union prohibits the following conduct.

1. Discrimination based on any Protected Status: i.e., Age, Disability (physical and mental), Gender (or sex, including sex stereotyping), Gender Identity (including transgender),

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Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race (inclusive of traits associated with race, including but not limited to hair texture and protective hairstyles i.e. braids, locs, and twists) or Ethnicity (including color, caste, or ancestry), Religion (or religious creed), Sexual Orientation, and Veteran or Military Status.

2. Harassment based on any Protected Status.
3. Sexual Harassment, including hostile environment and *quid pro quo* ("this for that").
4. Dating Violence, Domestic Violence, Sexual Exploitation and Stalking.
5. Sexual Misconduct.
6. Prohibited Consensual Relationships.
7. Retaliation for exercising rights under this Nondiscrimination Policy, opposing conduct that a person believes in good faith is Discrimination or Harassment because of a Protected Status, or for participating, in any manner, in any related investigation or proceeding.

Reporting Sexual and Other Forms of Harassment

If you feel you have been harassed, inform the Human Resource and Risk Manager immediately in writing or verbally.

~~ALL EMPLOYEES AND INDEPENDENT CONTRACTORS SHOULD NOTE THAT THE FAILURE TO USE THE SANTOS MANUEL STUDENT UNION'S COMPLAINT PROCEDURE MAY RESULT IN THE DEFEAT OF ANY CLAIM OF SEXUAL OR OTHER HARASSMENT IF LITIGATED.~~

False Claims of Harassment

Any employee who makes a false claim of harassment will be disciplined according to Santos Manuel Student Union policy.

Prohibition Against and Duty to Disclose Romantic Relationships

The Santos Manuel Student Union recognizes that employees may develop romantic or sexual relationships in the course of their employment. However, in an effort to prevent supervisory problems, favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are strongly discouraged from dating or engaging in romantic or sexual relationships with subordinate employees.

However, in the event such a relationship is undertaken, the parties are required to disclose to the Executive Director that such a relationship exists. Based on the sole discretion of the Santos Manuel Student Union, both parties may be given the opportunity to sign and acknowledgment that the relationship is voluntary and consensual. In that case, both parties

will also be required to disclose to the Executive Director when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to have been voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Annual Acknowledgment and Receipt of this Handbook. Co-workers are also discouraged from dating or pursuing romantic or sexual relationships with each other.

The Santos Manuel Student Union, in its sole discretion, will determine whether any romantic or sexual relationship between a manager and a subordinate, or between co-workers, interferes with job performance and/or the business interests of the Santos Manuel Student Union and will attempt to resolve the situation, including but not limited to, providing one of the employees with a transfer to another position for which he or she is qualified if it is possible and consistent with good business practices. However, the Santos Manuel Student Union may take whatever steps will protect its business interests, including but not limited to, terminating the employees involved.

Romantic or sexual relationships are prohibited between staff and student employees or students not employed with the SMSU.

Employee's Duty to Disclose Benefits Received

~~No supervisor, manager, or officer of the corporation is authorized to condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's complying with any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly to the Executive Director. Any employee who is found to have obtained any benefit from the Santos Manuel Student Union because he or she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be disciplined, up to and including termination.~~

Liability for Sexual or Other Harassment

Any employee of the Santos Manuel Student Union, whether co-worker, supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment.

Additional Enforcement Information

In addition to the Santos Manuel Student Union's internal complaint procedures regarding harassment, discrimination, and retaliation, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair

Employment and Housing (DFEH) also investigate and prosecute such complaints. The EEOC can be reached toll-free at 1-800-669-4000 and the DFEH at 1-800-884-1684.

For more information, contact ~~the Administrative Office, SMSU 222, of the Santos Manuel Student Union, Human Resources.~~

Sexual Harassment

~~The law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.~~

~~This definition includes many forms of offensive behavior. The following is a partial list:~~

- ~~• Unwanted sexual advances.~~
- ~~• Offering employment benefits in exchange for sexual favors.~~
- ~~• Making or threatening reprisals after a negative response to sexual advances.~~
- ~~• Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters.~~
- ~~• Improper language such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.~~
- ~~• Verbal sexual advances or propositions.~~
- ~~• Physical conduct such as touching, assault, impeding or blocking movements.~~
- ~~• Retaliation for reporting harassment or threatening to report harassment.~~

~~It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or by persons doing business with or for the Santos Manuel Student Union.~~

National Origin, Race and Other Forms of Harassment

~~Similarly to sexual harassment, national origin, race and other forms of harassment can occur through verbal, physical or other activity directed at employees in protected categories. It can occur when co-workers and/or supervisors use slurs or epithets referring, for example, to the national origin, or race, or sexual orientation of an employee. Or it may occur through other kinds of activity, such as placing graphic images negatively connected to the race of an employee on or near the employee's desk, locker or work location. **All such activity is strictly**~~

~~prohibited under the Santos Manuel Student Union's unlawful harassment policy. If any employee is uncertain as to what conduct is prohibited under this policy, he or she should contact the Executive Director immediately.~~

Anti-Retaliation Policy

In accordance with applicable law, the Santos Manuel Student Union prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or because of the employee's participation in an employment discrimination investigation, proceeding or hearing. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated. **For purposes of the Santos Manuel Student Union's anti-retaliation policy, all references to "discrimination" should be understood to include "harassment."**

Examples of Opposition

Opposition to perceived discrimination includes threatening to file a discrimination complaint with the EEOC, state agency, or court or complaining or protesting about alleged employment discrimination to a manager, co-worker or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. A complaint about an employment practice constitutes protected opposition only if the employee communicates to the Santos Manuel Student Union a reasonable good faith belief that the practice opposed constitutes unlawful employment discrimination. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected.

No Retaliation

The Santos Manuel Student Union will not tolerate retaliation against any individual because he or she has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. The Santos Manuel Student Union also prohibits retaliation against someone closely related to or associated with the employee exercising such rights. Examples of retaliation include, but are not limited to, hostile conduct toward an employee who participated in protected activity. Such conduct includes, but is not limited to, shunning of employees, verbal or body language which is threatening or expresses or suggests disapproval or hostility; failure to cooperate in workplace procedures; or sudden unfounded disciplinary action not based on actual job performance. If you are unclear as to what kind of activity may be prohibited retaliation, contact the Executive Director immediately for more information.

Complaint Procedures for Retaliation

The Santos Manuel Student Union's Complaint Procedure provides for an immediate, thorough and objective investigation of any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination. If you believe that you have been retaliated against because of your opposition to an employment practice you reasonably believe to be discriminatory or because of your participation in a hearing or proceeding regarding alleged unlawful discrimination, you should file a complaint as outlined in the SMSU Complaint Procedure.

PROCEDURES

Step 1: The employee initiating the complaint shall present a complaint in writing to his/her immediate supervisor within 5 working days of when the subject of the complaint is known. Discussion shall be informal for the purpose of resolving the matter in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the employee within 5 working days from the date the complaint was presented.

Step 2: If the complaint is not settled in the first step, the employee shall, within 5 working days, forward the written complaint to the Human Resource and Risk Manager. The Human Resource and Risk Manager shall, within 5 working days, meet with the employee to determine the facts of the case. The Human Resource and Risk Manager, in conjunction with the Executive Director, shall make a decision and notify the employee of their decision, in writing, within 5 working days following the date of the meeting, unless such time is mutually extended in writing.

Step 3: If the complaint is not settled at Step 2, the employee shall, within 5 working days, forward the written complaint to the Associate Vice President for Student Affairs/Dean of Students (AVP/DOS). The AVP/DOS shall meet with the employee within 10 working days after the receipt of the complaint, unless such time is mutually extended in writing. The AVP/DOS shall ascertain the facts and forward any recommendations to the SMSU Board of Directors within 5 working days after the meeting, unless this period is extended in writing by mutual agreement. The SMSU Board of Directors shall have 7 working days to consult with any parties involved and render a decision in writing to the employee, unless this period is extended in writing by mutual agreement.

The decision of the SMSU Board of Directors at Step 3 shall be final and binding on the parties, without further right to appeal.

Any complaint presented shall be on the proper SMSU complaint form (Attachment A) and must be dated and signed by the employee who presents it. Any decision rendered shall be provided in writing to the employee and shall be dated and signed by the SMSU representative

at that step.

A complaint not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the SMSU's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step, unless an extension has been mutually agreed upon by both parties.

An employee shall not be subjected to reprisal or retaliation for utilizing this complaint process.

DEFINITIONS

Prohibited Conduct Defined:

This Nondiscrimination Policy prohibits Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation as described below.

1. Discrimination

Discrimination is (an) Adverse Action(s) against a Complainant because of their Protected Status.

- a. Adverse Action means an action engaged in by the Respondent that has a substantial and material adverse effect on the Complainant's ability to participate in a university program, activity, or employment. Minor or trivial actions or conduct not reasonably likely to do more than anger or upset a Complainant does not constitute an Adverse Action.
An adverse employment action is any conduct or employment action that is reasonably likely to impair an employee's job performance or prospects for advancement or promotion.
- b. If Adverse Action is taken because of a Complainant's Protected Status, that means that the Complainant's Protected Status is a substantial motivating reason (but not necessarily the only reason) for the Adverse Action.
- c. An allegation that an Employee is receiving unequal pay because of their Protected Status (for example, under the California Equal Pay Act) constitutes a Discrimination Complaint under this Nondiscrimination Policy.

2. Harassment

Harassment means unwelcome verbal, nonverbal or physical conduct engaged in because of an individual Complainant's Protected Status.

If a Complainant is harassed because of their Protected Status, that means that the Complainant's Protected Status is a substantial motivating reason (but not necessarily the only reason) for the conduct.

Harassment may occur when:

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a. Submitting to, or rejecting, the verbal, nonverbal or physical conduct is explicitly or implicitly a basis for:

1. Decisions that adversely affect or threaten employment, or which are being presented as a term or condition of the Complainant's employment; or
2. Decisions that affect or threaten the Complainant's academic status or progress, or access to benefits and services, honors, programs, or activities available at or through the university.

OR

b. The conduct is sufficiently severe or pervasive so that its effect, whether intended or not, could be considered by a reasonable person under similar circumstances and with similar identities, and is in fact considered by the Complainant as creating an intimidating, hostile or offensive work or educational environment that denies or substantially limits an individual's ability to participate in or benefit from employment and/or educational, services, activities, or other privileges provided by the SMSU.

Harassment includes, but is not limited to, verbal harassment (e.g., epithets, derogatory comments, or slurs), physical harassment (e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement), and visual forms of harassment (e.g., derogatory posters, cartoons, drawings, symbols, or gestures.). Single, isolated incidents will typically be insufficient to rise to the level of harassment.

3. Sexual Misconduct

All sexual activity between members of the SMSU and CSU community must be based on Affirmative Consent. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific activity is Sexual Misconduct, whether or not the conduct violates any civil or criminal law.

a. Sexual activity includes, but is not limited to:

1. kissing,
2. touching intimate body parts
3. fondling,
4. intercourse,
5. penetration, no matter how slight, of the vagina or anus with any part or object,
6. oral copulation of a sex organ by another person.

b. Sexual Misconduct includes, but is not limited to, the following conduct:

1. an attempt, coupled with the ability, to commit a violent injury on the person of another because of that person's Gender or Sex,
2. the intentional touching of another person's intimate body parts without Affirmative Consent,

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3. intentionally causing a person to touch the intimate body parts of another without Affirmative Consent,
 4. using a person's own intimate body part to intentionally touch another person's body without Affirmative Consent,
 5. any unwelcome physical sexual acts, such as unwelcome sexual touching,
 6. using physical force, violence, threat, or intimidation to engage in sexual activity,
 7. ignoring the objections of the other person to engage in sexual activity,
 8. causing the other person's incapacitation through the use of drugs or alcohol to engage in sexual activity,
 9. taking advantage of the other person's incapacitation to engage in sexual activity.
- c. Intimate body part means the sexual organ, anus, groin, buttocks, or breasts of any person.
- d. Sexual activity between a Minor (a person younger than 18 years old) and a person who is at least 18 and two years older than the Minor always constitutes Sexual Misconduct, even if there is Affirmative Consent to all sexual activity. The existence of Affirmative Consent and/or the type of sexual activity may be relevant to the determination of an appropriate Sanction.
- e. Persons of all Genders, Gender Identities, Gender Expressions, and Sexual Orientations can be victims of these forms of Sexual Misconduct. Sexual Misconduct can be committed by an individual known to the victim including a person the Complainant may have just met, i.e., at a party, introduced through a friend, or on a social networking website.
- f. Affirmative Consent
Affirmative Consent must be voluntary, and given without coercion, force, threats, or intimidation.
It is the responsibility of each person involved in the sexual activity to ensure Affirmative Consent has been obtained from the other participant(s) prior to engaging in the sexual activity.
Affirmative Consent means an agreement to engage in sexual activity that is:
1. Informed,
 2. Affirmative,
 3. Conscious,
 4. Voluntary, and
 5. Mutual.
 6. Lack of protest or resistance does not mean there is Affirmative Consent.
 7. Silence does not mean there is Affirmative Consent.
 8. The existence of a dating or social relationship between those involved, or the fact of past sexual activities between them, should never by itself be assumed to be an indicator of Affirmative Consent.

9. A request for someone to use a condom or birth control does not, in and of itself, mean there is Affirmative Consent.

10. Affirmative Consent can be withdrawn or revoked. Consent must be ongoing throughout a sexual activity and can be revoked at any time, including after sexual activity begins. Once consent is withdrawn or revoked, the sexual activity must stop immediately. Consent to one form of sexual activity (or one sexual act) does not constitute consent to other forms of sexual activity. Consent given to sexual activity on one occasion does not constitute consent on another occasion.

g. Incapacitation

Affirmative Consent cannot be given by a person who is incapacitated. A person is unable to consent when asleep, unconscious, or incapacitated due to the influence of drugs, alcohol, or medication so that the person could not understand the fact, nature, or extent of the sexual activity. A person is incapacitated if the person lacks the physical and/or mental ability to make informed, rational decisions. A person with a medical or mental disability may also lack the capacity to give consent.

Whether an intoxicated person (as a result of using alcohol or other drugs) is incapacitated depends on the extent to which the alcohol or other drugs impact the person's decision-making ability, awareness of consequences, and ability to make informed judgments. A person's own intoxication or incapacitation from drugs or alcohol does not diminish that person's responsibility to obtain Affirmative Consent before engaging in sexual activity.

Sexual activity with a minor (a person under 18 years old) is not consensual, because a minor is considered incapable of giving consent due to age.

It shall not be a valid excuse that a person affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the person was unable to consent to the sexual activity under any of the following circumstances:

1. The person was asleep or unconscious
2. The person was incapacitated due to the influence of drugs, alcohol, or medication, so that the person could not understand the fact, nature, or extent of the sexual activity
3. The person could not understand the fact, nature, or extent of the sexual activity, or was unable to communicate, due to a mental or physical condition

h. It shall not be a valid excuse that the Respondent believed that the person consented to the sexual activity under either of the following circumstances:

1. The Respondent's belief in Affirmative Consent arose from the intoxication or recklessness of the Respondent;

2. The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the person affirmatively consented.

4. Sexual Harassment

Sexual Harassment means unwelcome verbal, nonverbal or physical conduct of a sexual nature that includes, but is not limited to, sexual advances, requests for sexual favors, offering employment benefits or giving preferential treatment in exchange for sexual favors, or indecent exposure, and any other conduct of a sexual nature where:

- a. Submission to, or rejection of, the conduct is explicitly or implicitly used as the basis for any decision affecting a Complainant's academic status or progress, or access to benefits and services, honors, programs, or activities available at or through the university; or
- b. Submission to, or rejection of, the conduct by the Complainant is explicitly or implicitly used as the basis for any decision affecting a term or condition of the Complainant's employment, or an employment decision; or
- c. The conduct is sufficiently severe, persistent, or pervasive that its effect, whether or not intended, could be considered by a reasonable person in the shoes of the Complainant, and is in fact considered by the Complainant, as limiting their ability to participate in or benefit from the services, activities or opportunities offered by the university; or
- d. The conduct is sufficiently severe, persistent, or pervasive that its effect, whether or not intended, could be considered by a reasonable person in the shoes of the Complainant, and is in fact considered by the Complainant, as creating an intimidating, hostile or offensive environment.

Sexual Harassment could include being forced to engage in unwanted sexual contact as a condition of membership in a student organization or in exchange for a raise or promotion; being subjected to video exploitation or a campaign of sexually explicit graffiti; or frequently being exposed to unwanted images of a sexual nature in a work environment, or in a classroom where the images are unrelated to the coursework.

Claiming that the conduct was not motivated by sexual desire is not a defense to a complaint of Sexual Harassment.

Sexual and/or romantic relationships between members of the campus community may begin as consensual, and may develop into situations that lead to Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking subject to this Nondiscrimination Policy.

5. Sexual Exploitation

Sexual Exploitation means a person taking sexual advantage of another person for the benefit of anyone other than that person without that person's consent, including, but not limited to, any of the following acts:

- a. The prostituting of another person.

- b. The trafficking of another person, defined as the inducement of a person to perform a commercial sex act, or labor of services, through force, fraud, or coercion.
- c. The recording of images, including video or photograph, or audio of another person's sexual activity or intimate parts, without that person's consent.
- d. The distribution of images, including video or photographs, or audio of another person's sexual activity or intimate parts, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to the disclosure.
- e. The viewing of another person's sexual activity or intimate parts, in a place where that other person would have a reasonable expectation of privacy, without that person's consent, for the purpose of arousing or gratifying sexual desire.

6. Dating Violence and Domestic Violence

Dating Violence means physical violence or threat of physical violence committed by a person—

- a. who is or has been in a social relationship of a romantic or intimate nature with the Complainant; and
- b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - I. The length of the relationship.
 - II. The type of relationship.
 - III. The frequency of interaction between the persons involved in the relationship.

Domestic Violence means physical violence or threat of physical violence committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, by a person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, or by a person similarly situated to a spouse of the Complainant.

Physical violence means physical conduct that intentionally or recklessly threatens the health and safety of the recipient of the behavior, including assault.

7. Stalking

Stalking means engaging in a Course of Conduct directed at a specific person that would cause a reasonable person to fear for the safety of self or others' safety or to suffer Substantial Emotional Distress. For purposes of this definition:

- a. Course of Conduct means two or more acts, including but not limited to, acts in which one party directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or

communicates to or about the other party, or interferes with the other party's property.

- b. Substantial Emotional Distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

8. Prohibited Consensual Relationships

A Prohibited Consensual Relationship is a consensual sexual or romantic relationship between an Employee and any Student or Employee over whom they exercise direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority.

9. Retaliation

Retaliation means that a substantial motivating reason for an Adverse Action taken against a person was because the person has or is believed to have:

- a. Exercised their rights under this Nondiscrimination Policy.
- b. Reported or opposed conduct which was reasonably and in good faith believed to be in violation of this Nondiscrimination Policy.
- c. Assisted or participated in an investigation/proceeding under this Nondiscrimination Policy, regardless of whether the Complaint was substantiated.
- d. Assisted someone in reporting or opposing a violation of this Nondiscrimination Policy or assisted someone in reporting or opposing Retaliation under this Nondiscrimination Policy.

Adverse Action means an action engaged in by the Respondent that has a substantial and material adverse effect on the Complainant's ability to participate in a university program, activity, or employment. Minor or trivial actions or conduct not reasonably likely to do more than anger or upset a Complainant does not constitute an Adverse Action.
Retaliation may occur whether or not there is a power or authority differential between the individuals involved.

ATTACHMENT A

Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation Complaint Form

COMPLAINANT INFORMATION

NAME:

DEPARTMENT:

IMMEDIATE SUPERVISOR:

Please describe the conduct that you believe violates the SMSU's Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, (attach additional pages if needed).

PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY

Person #1 - Name:

Department:

Person #2 - Name:

Department:

Person #3 - Name:

Department:

PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

Witness #1 Name:

Department:

Witness #2 Name:

Department:

Witness #3 Name:

Department:

HAVE YOU COMPLAINED TO ANYONE AT NAME OF ORGANIZATION ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result? (You may attach additional pages if necessary).

Please submit to the Santos Manuel Student Union Human Resource and Risk Manager.

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Summary of changes to SMSU Personnel Policy 935: Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation

Expanded previous “Unlawful Harassment Policy” to “Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation” and includes the following:

- Added gender expression to list of protected classes
- Details prohibited conduct
- Adds prohibition of romantic or sexual relationships between staff and students to mirror CSUSB policy
- Moved definitions harassment from policy to definition.
- Added complaint procedure.

Updates requested to streamline policies.

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
SANTOS MANUEL STUDENT UNION

PERSONNEL POLICY

~~Delete - Not a policy and incorporated into SMSUPM 935 - Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation~~

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~~SUBJECT: Complaint Procedure~~

~~REFERENCE: SMSU Personnel Policies Manual, SMSUPM 1145~~

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~~POLICY: Employees of the Santos Manuel Student Union (SMSU) are encouraged to bring their complaints about work-related situations to the attention of management. Employees will be provided with an opportunity to present their complaints and appeal decisions by management through a formal complaint procedure. All complaints will be resolved promptly.~~

- ~~1. A complaint may be defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors or other employees. Examples of such actions which may be causes complaints include, but are not limited to:-~~
 - ~~a. Application of SMSU policies, practices, rules, regulations and procedures believed to be to the detriment of an employee;~~
 - ~~b. Treatment considered unfair by an employee, such as coercion, reprisal, harassment or intimidation;~~
 - ~~c. Alleged discrimination because of race, color, gender, age, religion, disability, national origin, military reserve or veteran status, marital status, or any other non-merit factor; and~~
 - ~~d. Improper or unfair administration of employee benefits or conditions of employment such as vacations, fringe benefits, promotions, retirement, holidays, performance review, salary or service.~~
- ~~2. Supervisors are responsible for ensuring that the complaint is fully processed. No employee will be penalized for using the SMSU's complaint procedure.~~

~~3. Any complaint filed shall follow the procedure outlined below, except complaints involving the immediate supervisor which allege discrimination, harassment or retaliation which must be filed at step 2 or 3.~~

~~-~~
Step 1: The employee initiating the complaint shall present a complaint in writing to his/her immediate supervisor within 5 working days of when the subject of the complaint is known. Discussion shall be informal for the purpose of resolving the matter in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the employee within 5 working days from the date the complaint was presented.

~~-~~
Step 2: If the complaint is not settled in the first step, the employee shall, within 5 working days, forward the written complaint to the SMSU Executive Director. The Executive Director shall, within 5 working days, meet with the employee to determine the facts of the case. The Executive Director shall notify the employee of his/her decision, in writing, within 5 working days following the date of the meeting, unless such time is mutually extended in writing.

~~-~~
Step 3: If the complaint is not settled at Step 2, the employee shall, within 5 working days, forward the written complaint to the Assistant Vice President for Student Affairs/Student Development (AVPSAD). The AVPSAD shall meet with the employee within 10 working days after the receipt of the complaint, unless such time is mutually extended in writing. The AVPSAD shall ascertain the facts and forward any recommendations to the SMSU Board of Directors within 5 working days after the meeting, unless this period is extended in writing by mutual agreement. The SMSU Board of Directors shall have 7 working days to consult with any parties involved and render a decision in writing to the employee, unless this period is extended in writing by mutual agreement.

~~-~~
4. The decision of the SMSU Board of Directors at Step 3 shall be final and binding on the parties, without further right to appeal.

~~-~~
5. A complaint must be brought forward as soon as it might reasonably be known to exist. In the event a complaint arises, the employee must submit it to his/her supervisor within 5 working days.

~~-~~
6. The time limit at any stage of the complaint procedure may be extended by written mutual agreement of the parties involved in that step.

~~-~~
7. Any complaint presented shall be on the proper SMSU complaint form and must be dated and signed by the employee who presents it. Any decision rendered shall be provided in writing to the employee and shall be dated and signed by the SMSU representative at that step.

~~-~~

~~8. When a complaint is presented, the SMSU representative shall provide a dated and signed receipt for the complaint at that particular step.~~

-

~~9. A complaint not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the SMSU's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step, unless an extension has been mutually agreed upon by both parties.~~

-

~~10. When a complaint is reduced to writing there shall be set forth:~~

-

- ~~a. A complete statement of the complaint and facts upon which it is based;~~
- ~~b. The section or sections of SMSU policy claimed to have been violated; and~~
- ~~c. The remedy or correction requested.~~

-

~~11. An employee shall not be subjected to reprisal or retaliation for utilizing this complaint process.~~

-

~~Approved SMSUBOD 11-29-07
SMSUPM 1145~~

-

~~SANTOS MANUEL STUDENT UNION—
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO~~

-

~~Complaint Procedure Form~~

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~~Provide a complete statement of your complaint, including the facts upon which the complaint is based, including dates and times. Please be as specific as possible:~~

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~~Provide the section or sections of SMSU policy which you claim have been violated (if applicable):-~~

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~~Provide the remedy or correction that is being requested:-~~

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~~Signature Date-~~

-

~~Name-~~

-
-

~~Complaints must be submitted to the employee's supervisor within 5 working days of the date the complaint arises. Please add additional page(s) if needed.~~

Santos Manuel Student Union

Invoices for All Customers

All Transactions

Customer	Num	Date	Due Date	Aging	Amount	Open Balance
Accounting Association	6065	05/25/2023	06/24/2023	606	607.50	607.50
Acto Latino Club	5404	02/11/2020	03/12/2020	1,805	22.50	22.50
Alpha Delta Pi	5976	05/05/2023	06/04/2023	626	75.00	75.00
Alpha Delta Pi	5833	02/09/2023	03/11/2023	711	112.00	112.00
Alpha Delta Pi	5851	02/09/2023	03/11/2023	711	196.00	196.00
Alpha Delta Pi	5573	03/29/2022	04/28/2022	1,028	168.00	168.00
Alpha Delta Pi	5549	03/07/2022	04/06/2022	1,050	56.00	56.00
Alpha Delta Pi	5507	11/08/2021	12/08/2021	1,169	181.25	181.25
Alpha Delta Pi	5508	11/08/2021	12/08/2021	1,169	56.00	56.00
Alpha Delta Pi	5509	11/08/2021	12/08/2021	1,169	56.00	56.00
Alpha Delta Pi	5458	04/30/2020	05/30/2020	1,726	200.00	200.00
Alpha Delta Pi	5372	01/21/2020	02/20/2020	1,826	100.00	100.00
Alpha Delta Pi	5377	01/21/2020	02/20/2020	1,826	75.00	75.00
Alpha Kappa Alpha	5966	05/05/2023	06/04/2023	626	85.00	85.00
Alpha Kappa Alpha	5920	03/07/2023	04/06/2023	685	56.00	56.00
Alpha Kappa Alpha	4985	03/19/2019	04/18/2019	2,134	50.00	50.00
Alpha Phi	6188	06/20/2023	07/20/2023	580	56.00	56.00
Alpha Phi	5980	05/05/2023	06/04/2023	626	68.00	68.00
Alpha Phi	5690	05/25/2022	06/24/2022	971	189.00	189.00
Alpha Phi	5682	05/24/2022	06/23/2022	972	73.00	73.00
Alpha Phi	5617	05/23/2022	06/22/2022	973	56.00	56.00
Alpha Phi	5581	03/30/2022	04/29/2022	1,027	56.00	56.00
Alpha Phi	5569	03/07/2022	04/06/2022	1,050	392.00	392.00
Alpha Phi	5539	02/16/2022	03/18/2022	1,069	504.00	504.00
Alpha Phi	5501	11/04/2021	12/04/2021	1,173	672.00	672.00
Alpha Phi	5421	03/03/2020	04/02/2020	1,784	75.00	75.00
Ambitious Culture of Empowerment	5145	06/04/2019	07/04/2019	2,057	2,934.42	1,467.21
American Marketing Association	5420	03/03/2020	04/02/2020	1,784	345.00	345.00
American Medical Student Association	6421	11/21/2023	12/21/2023	426	84.00	84.00
American Medical Student Association	6186	06/20/2023	07/20/2023	580	164.50	164.50
Army ROTC/Military Science	5887	02/24/2023	03/26/2023	696	140.00	140.00

Santos Manuel Student Union

Invoices for All Customers

All Transactions

Customer	Num	Date	Due Date	Aging	Amount	Open Balance
Arroyo Valley High School	5566	03/23/2022	04/22/2022	1,034	1,197.00	1,197.00
Beta Alpha Psi--Accounting Association	5888	02/24/2023	03/26/2023	696	225.00	225.00
Be-Well Yotes LLC	6058	05/12/2023	06/11/2023	619	70.00	70.00
Black Scholars Program	6075	05/25/2023	06/24/2023	606	308.50	308.50
BYA CHURCH	6418	11/21/2023	12/21/2023	426	1,942.84	1,942.84
CAL - Fullerton Art Museum	5855	02/10/2023	03/12/2023	710	559.50	559.50
CAL- English	6331	10/25/2023	11/24/2023	453	875.00	875.00
Cal State San Marcos- EOP	6473	01/18/2024	02/17/2024	368	462.00	462.00
California College Guidance Initiative	5207	08/19/2019	09/18/2019	1,981	7,641.27	3,820.63
CASA Of San Bernardino	5801	01/11/2023	02/10/2023	740	300.00	300.00
Coachella Valley Unified School	5830	02/08/2023	03/10/2023	712	1,650.00	1,650.00
College Assistance Migrant Program	6401	11/17/2023	12/17/2023	430	4,408.30	4,408.30
Computer Sci and Engineering Club	5283	11/07/2019	12/07/2019	1,901	205.00	205.00
Corona-Norco Unified School District	6060	05/12/2023	06/11/2023	619	620.00	620.00
CRU Christian Fellowship	5580	03/30/2022	04/29/2022	1,027	56.00	56.00
CSUSB CREST	5734	07/05/2022	08/04/2022	930	377.00	377.00
CSUSB CREST	5366	01/14/2020	02/13/2020	1,833	187.20	187.20
Delta Sigma Chi	4989	03/21/2019	04/20/2019	2,132	67.50	67.50
Delta Sigma Chi	4987	03/19/2019	04/18/2019	2,134	67.50	67.50
Delta Sigma Phi	5669	05/24/2022	06/23/2022	972	406.00	406.00
Delta Sigma Theta Sorority	5425	03/03/2020	04/02/2020	1,784	50.00	50.00
Doctoral Studies	5540	02/24/2022	03/26/2022	1,061	1,171.50	1,171.50
Educational Talent Search	5725	06/09/2022	07/09/2022	956	104.00	104.00
Educational Talent Search	5541	02/24/2022	03/26/2022	1,061	1,750.50	1,750.50
Educational Talent Search	5426	03/03/2020	04/02/2020	1,784	100.00	100.00
Entrepreneurship Club	6498	01/23/2024	02/22/2024	363	240.00	240.00
Gamma Zeta Alpha	5214	09/24/2019	10/24/2019	1,945	1,505.58	1,505.58
HACU Alumni Club	4969	03/07/2019	04/06/2019	2,146	127.50	127.50
Inland Empire Center for Entrepreneurship	6222	08/01/2023	08/31/2023	538	3,000.00	3,000.00
Institute of Child Develop & Family	5688	05/25/2022	06/24/2022	971	94.50	94.50
Iota Phi Theta	4950	02/28/2019	03/30/2019	2,153	135.00	135.00

Santos Manuel Student Union

Invoices for All Customers

All Transactions

Customer	Num	Date	Due Date	Aging	Amount	Open Balance
Kappa Delta Chi Sorority Inc. Colony	5680	05/24/2022	06/23/2022	972	17.00	17.00
Kappa Delta Chi Sorority Inc. Colony	5506	11/08/2021	12/08/2021	1,169	28.00	28.00
Kappa Delta Chi Sorority Inc. Colony	5510	11/08/2021	12/08/2021	1,169	56.00	56.00
Kappa Sigma Fraternity	6343	10/26/2023	11/25/2023	452	85.00	85.00
Kappa Sigma Fraternity	6038	05/16/2023	06/15/2023	615	100.00	100.00
Kappa Sigma Fraternity	5257	10/23/2019	11/22/2019	1,916	135.00	135.00
Lambda Sigma Biology Club	6135	06/12/2023	07/12/2023	588	56.00	56.00
Lambda Sigma Biology Club	5679	05/24/2022	06/23/2022	972	76.50	76.50
LUBOS PASO	6468	01/05/2024	02/04/2024	381	124.00	124.00
LUBOS PASO	6088	05/30/2023	06/29/2023	601	79.75	79.75
LUBOS PASO	5973	05/05/2023	06/04/2023	626	59.50	59.50
Mellon Mays Undergraduate Fellowship Prgm	5739	07/26/2022	08/25/2022	909	647.00	647.00
Mountain High Resorts & Powder Alliance	5533	02/09/2022	03/11/2022	1,076	100.00	100.00
Multicultural Greek Council	5504	11/08/2021	12/08/2021	1,169	219.00	219.00
Multicultural Greek Council	5505	11/08/2021	12/08/2021	1,169	219.00	219.00
Muslim Student Association	6417	11/21/2023	12/21/2023	426	151.00	151.00
Muslim Student Association	6420	11/21/2023	12/21/2023	426	81.00	81.00
Muslim Student Association	6147	06/12/2023	07/12/2023	588	84.00	84.00
New Vision Middle School	5706	06/06/2022	07/06/2022	959	3,712.50	3,712.50
Norton Science & Language Academy	5731	06/29/2022	07/29/2022	936	1,980.00	1,980.00
Obershaw Den	5879	02/23/2023	03/25/2023	697	120.00	120.00
Ombuds Services	6223	08/01/2023	08/31/2023	538	50.00	50.00
Panhellenic Council	5255	10/23/2019	11/22/2019	1,916	255.00	255.00
Pi Kappa Alpha-Colony	5576A	03/29/2022	04/28/2022	1,028	168.00	168.00
Pi Kappa Alpha-Colony	5552	03/07/2022	04/06/2022	1,050	84.00	84.00
Pre-Physician Assistant Club	5511	11/08/2021	12/08/2021	1,169	51.00	51.00
Quail Valley Middle School	5328	12/05/2019	01/04/2020	1,873	1,782.00	1,782.00
San Bernardino City Unified School Dist.	5052	05/06/2019	06/05/2019	2,086	1,800.00	1,800.00
San Bernardino Community College District	6279	09/28/2023	10/28/2023	480	120.00	120.00
San Bernardino Community College District	6162	06/13/2023	07/13/2023	587	3,594.00	3,594.00
San Bernardino County Fire	6505A	01/23/2024	02/22/2024	363	2,567.74	2,567.74

Santos Manuel Student Union

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San Bernardino County Superintendant	5055	05/06/2019	06/05/2019	2,086	1,320.00	1,320.00
Serrano Middle School- PALS	5053	05/06/2019	06/05/2019	2,086	429.00	429.00
Sigma Phi Epsilon	6017	05/11/2023	06/10/2023	620	295.00	295.00
Sigma Phi Epsilon	5294	11/19/2019	12/19/2019	1,889	196.66	196.66
Society of Human Resources Management	5134	06/04/2019	07/04/2019	2,057	25.00	25.00
Society of Human Resources Management	5140	06/04/2019	07/04/2019	2,057	52.50	52.50
Student African American Brotherhood	5423	03/03/2020	04/02/2020	1,784	120.00	120.00
Student Veterans Organization	6364	11/02/2023	12/02/2023	445	50.00	50.00
University Honors Program	5388	02/04/2020	03/05/2020	1,812	1,170.00	1,170.00
Verizon Innovative Learning Program	5743	08/03/2022	09/02/2022	901	4,389.00	4,389.00
Yucaipa High School Law/ Public Safety	5516A	11/23/2021	12/23/2021	1,154	1,320.00	1,320.00
Zeta Tau Alpha	6411	11/21/2023	12/21/2023	426	81.00	81.00
Zeta Tau Alpha	5653	05/24/2022	06/23/2022	972	28.00	28.00
Total					65,887.51	60,599.66