



SAN DIEGO STATE UNIVERSITY

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EMERGENCY PROCEDURES

EMERGENCY



**CALL SDSU POLICE
911**

**PUBLIC SAFETY
X41991**

FIRE



- Activate the nearest fire alarm
- Evacuate building, closing doors to contain fire. **DO NOT USE ELEVATORS**
- Call 911
- Only use fire extinguisher for small fires

EARTHQUAKE



DROP, COVER, HOLD ON

Get under a table or desk or against an interior wall until shaking stops

COVER YOUR HEAD AND NECK

After shaking stops, check yourself and others for injuries

EVACUATION IS NOT AUTOMATIC

Evacuate only if the fire alarm is sounding or if directed by emergency personnel

BOMB THREAT



Report all threatening calls to 911/SDSU Police

Be sure to ask caller:

- When is the bomb going to explode?
- Where is the bomb?
- What kind of bomb is it?
- What does it look like?
- Why did you place the bomb?
- Listen carefully and remember details to tell police

ACTIVE SHOOTER



**GET OUT!
HIDE OUT!
HELP OUT!
FIGHT!**

MEDICAL EMERGENCY



- Call 911/SDSU Police
- Be ready to provide your location and describe the nature and severity of medical problem and provide gender and estimated age of victim
- Look for medical emergency medical ID on victim

SHELTER IN PLACE

STAY IN BUILDING

- ...close windows & doors, lock if equipped
- Move into an interior room away from windows
- Do not use the elevators
- Make note of who is there
- Remain in shelter until personnel announce "all clear!"

HAZARDOUS SPILLS



- If immediate hazard exists, call 911/SDSU Police
- If contaminated, remove clothes and rinse with water for 15 minutes
- For small spills/those not involving immediate danger confine spill and call EH&S at 619-594-6778

EVACUATION INFORMATION

- Take personal belongings (keys, book, wallet, etc...), if time permits
- Do not use elevator, use nearest stairs
- Follow directions given by Department Safety Coordinators and emergency personnel
- Assist persons with disabilities
- Every person **MUST** evacuate the building
- Go to designated evacuation point; do not return to building until instructed to do so by emergency personnel

Additional campus and personal emergency preparedness information is available at www.sdsu.edu/prepare



SAN DIEGO STATE UNIVERSITY

Environmental Health and Safety

Employee Safety and Right to Know

Hazard Awareness and Communication

It is the policy of the California State University system to provide and maintain a safe environment for employees, students, and the public. Toward this end, the Department of Environmental Health and Safety (EHS) is responsible for developing and implementing meaningful programs to control hazards and promote the health and safety of the SDSU campus community. The purpose of this text is to inform you, the SDSU employee, of your rights and responsibilities concerning safety in the workplace.

Rights and Responsibilities

As an employee you are entitled to a safe working environment, and you have the “right-to-know” about potential workplace hazards. You also have the responsibility to be aware of general safety procedures, to be knowledgeable of hazards, and to be vigilant in observing and reporting conditions that may be hazardous to you or your coworkers. A campus [Injury and Illness Prevention Program](#) (IIPP) exists to guide you in these endeavors.

Supervisors are responsible for ensuring that employees under their direction are fully trained in safety practices pertinent to their work. If potentially hazardous chemicals are involved, this responsibility includes instruction on how to read Safety Data Sheets or SDS. These are fact sheets that contain important health and safety information such as physical and chemical properties, the type of health hazard posed by the chemical, and procedures to follow in case of an emergency. Supervisors must ensure that an SDS is obtained for each chemical and made readily available for each employee.

The SDSU Hazard Communication Program

The Department of Environmental Health and Safety is responsible for consulting with departments to develop and implement procedures and programs to control hazards and promote employee safety. EHS has worked with other departments to formulate and implement the [SDSU Hazard Communication Program](#), or “HazCom.” The program describes specific requirements and assigns responsibilities for promoting chemical hazard awareness in the workplace. Copies of the written Hazard Communication Program may be obtained from EHS.

EHS offers technical consultation and services in a variety of subject areas related to health and safety. Staff also work with academic and administrative service departments to prevent or reduce injuries and work-related illnesses at the university.

MEMORANDUM

TO: All SDSU Employees

FROM: Gillian I. Marks, Senior Director *Gillian I. Marks, PhD, MPH*
Paul De Soto, Occupational Safety Services Manager
Environment, Health & Safety

SUBJECT: **Annual Asbestos Notification**

DATE: January 31, 2020

Each year SDSU employees are notified of the presence of asbestos-containing materials (ACM) in campus buildings pursuant to the requirements of the California Health and Safety Code Section 25915. The University continues to survey locations for the presence of asbestos-containing material and known locations of asbestos-containing materials are routinely inspected to ensure the integrity of the material. This information is available to employees upon request by contacting the Department of Environmental Health & Safety (EH&S) at x4-6778.

Asbestos fibers are occasionally found in thermal system insulation, fireproofing and fire doors, roofing materials, floor tiles, laboratory benchtops, spray-on acoustic insulation, and mastics in older buildings (i.e.- constructed pre-1981). The Environmental Protection Agency has established a designation for presumed asbestos-containing materials (PACM). All floor tile, mastic, thermal system insulation and surfacing materials in buildings constructed prior to 1981 are presumed to contain asbestos unless sampling and analysis refutes the classification. SDSU presumes that all of these materials are PACM unless sampling and analysis determines that no asbestos is present in the material.

Asbestos is only a health hazard if the fibers become airborne in sufficient numbers. Since asbestos is only a hazard if airborne, it is important for employees to follow proper work practices to minimize the potential for disturbing the materials and releasing fibers. In particular, avoid disturbing asbestos materials on walls, ceilings, pipes or in equipment. Do not break, drill or remove floor tiles. Do not puncture or hang items from walls or ceilings containing or presumed to contain asbestos. Do not handle damaged asbestos debris or materials. Only persons who have been trained are authorized to perform work that may disturb asbestos containing building materials. If you observe any asbestos materials that have been damaged, report the condition immediately to your supervisor and Environmental Health & Safety (x4-6778).

A listing of specific locations known to contain asbestos and the SDSU Asbestos Management Plan is available on the Environmental Health & Safety website at: <http://bfa.sdsu.edu/ehs/asbestos.htm>.



MEMORANDUM

DATE: May 20, 2019
TO: SDSU Faculty and Staff
FROM: Adela de la Torre, President
SUBJECT: Computing Resources

A handwritten signature in blue ink, appearing to read "Adela de la Torre".

Computer systems security is everyone's responsibility, and San Diego State University takes it very seriously. The information provided in this memo reminds us of our obligation to protect and secure our computing resources and confidential information.

Under several federal and state laws, as well as a policy from the California State University, San Diego State University is mandated to protect personal and confidential information. The definition of what is to be protected varies according to the specific laws and policies, but in general, records containing Personally Identifiable Information (PII) are considered confidential information. Examples of PII include Social Security numbers, date of birth, passport and driver's license information, medical records, student grades, and credit card information. In addition to imposed legal and policy obligations, we also have a fiduciary duty to protect the information entrusted to us by our colleges, our students, our alumni, and other members of our community at large. Above all, it is the right thing to do.

No single technology can protect all of this information, so the most effective approach involves multiple layers of protective action, aided by technology.

As university employees, we all share in the responsibility to be familiar with and abide by, existing campus policies and procedures concerning information security. These can be found at <https://it.sdsu.edu/security/policies>. References to applicable federal and state laws can also be found on the Information Technology policies site, including acceptable use of state computing and network resources.

We are each responsible for securely managing and using technology, including desktop or laptops computers, servers, wireless devices, and portable storage media such as flash drives. Secure management means availing ourselves of the technical direction of departmental IT staff to ensure that machines are always updated with the latest patches and protective software. Secure use of technology requires that employees are aware of risks inherent with computing in a shared environment, including Internet browsing and email communications. Adhering to SDSU's Computing Acceptable Use Policy <https://it.sdsu.edu/security/policies> and actively participating in Security Awareness Training <https://csulearn.sdsu.edu> reduces exposure to these risks.



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Employee Responsibilities for Information Security

This hand-out explains the measures all users must take to prevent incidents on campus. The wireless network allows for a more flexible computing use, such as checking personal mail or websites. It is important to note that every security incident is preventable by following the measures below:

1. Create complex password choice

- ✦ 10 characters or longer
- ✦ Upper and lower case alphabet
- ✦ With numbers and punctuation symbols
- ✦ Example (don't use these passwords now):

Take a phrase such as

"I am excited to work for SDSU"

And make a 10 character password

iae!2WforS

Or a pass phrase password

Iamexcited2workforsdsu!

2. Change passwords every semester or six months

- ✦ Change on a Monday so you have all week to reuse and remember
- ✦ Change all passwords at once
- ✦ Do not use the same password for multiple accounts; for example - your email account should not have the same password as your banking account
- ✦ Use different passwords for home versus work
- ✦ You can write down passwords, but secure them in a locked drawer and check them regularly
- ✦ Do not share passwords
- ✦ Do not embed (store or save) passwords in your browser or other software

3. Delete/archive unnecessary information

- ✦ Shred paper with confidential information
- ✦ Delete or backup information no longer needed; it is much harder to compromise a CDROM or thumb drive in a secured office than online information

4. Use password protected screen savers

- ✦ Lock your computer if you walk out of sight
- ✦ Configure your computer to lock automatically after 15 minutes of inactivity

5. Use Google Drive instead of Dropbox, iCloud, OneDrive or other cloud storage/syncing

- ✦ SDSU has a contract with Google outlining privacy and security requirements
- ✦ You must use an SDSU @sdsu.edu Google account, not your personal gmail account
- ✦ Google Drive syncs with devices
- ✦ Google Drive has a desktop client for easy use
- ✦ Google Drive allows links to be sent to non-SDSU users to enable sharing files
- ✦ Protected information must be approved by itso@sdsu.edu for storing in the Cloud

6. Browse only to work/academic-related sites

- ✚ Okay to use personal devices for personal use (Facebook, iTunes, YouTube, streaming music/movies) on the SDSU wireless network
- ✚ Software downloads and attacks can happen simply by visiting a web page; no need to click on a link in a web page
- ✚ Use web “site advisor” plug-ins in your web browser to alert you of known malicious sites
- ✚ Web browsing from SDSU devices or on wired network should be tied to specific job duties, even during lunch and break periods
- ✚ Use Qualys Browser Check to keep all browser plug-ins current

7. Security patches within a week

- ✚ Operating systems and applications should be patched the week of release by vendor
- ✚ 0-day patches should be applied the same day of release

8. Anti-virus and anti-spyware software

- ✚ Signatures are updated at least twice a day
- ✚ Computers are scanned daily for new viruses/spyware missed by active protection
- ✚ Viruses/spyware are commonly found in screen savers, game software, and other “free” and fun programs, therefore only install work-related authorized software

9. Beware of SPAM and Phishing emails

- ✚ SDSU directories are public, so anyone can collect our email addresses
- ✚ Flag SPAM email. Google learns to detect SPAM better and deletes SPAM after 30 days
- ✚ SDSU does not send emails asking users for passwords or other protected information

10. Do not click links in emails

- ✚ Type the URL address in the browser
- ✚ Follow a link from a trusted web page
- ✚ Use a previous bookmark



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Phishing is the act of sending an email to a user falsely claiming to be an established enterprise in attempt to scam the user into giving up private information for identity theft.

What to Look For

Header

Investigate the header and check who the sender is. Some messages may seem legitimate but are not.

Links

Links in a phishing email may require you to click on a link to enter some information that is being asked of you. A good tip is to scroll your cursor over the link to see where it redirects.

Email Body

The text of the email may contain spelling and grammar errors. The sender tends to ask for private information and provides a link. The sender tends to have a sense of urgency and prompts you to provide your information quickly. For example, they will ask for you to provide your information or they will cancel your account or membership.

Compare

Compare emails from the same company if you are suspicious of an email and check for inconsistencies.

How to Deal with Phishing Scams

- Forward suspicious emails for us to analyze.
- Delete emails and messages that ask you to confirm or provide personal information.
- Do not reply, click on the links, or provide any sensitive information / user credentials.

Protect your email and your private messages

- Use a strong password. Use uppercase and lowercase letters, numbers, and symbols.
- Change your password frequently.
- Be aware of using public PCs. Be sure that if you are using a computer in a public place that you logout when you are finished.
- Protect your email address. Be aware of where you display your email.
- Do not include emails in blog posts or social media posts.
- Lock up your desktop or laptop and close your email clients when you walk away from your desk.
- Keep your data secure by using encryption and storing encrypted files.

If you believe your system or account has been compromised, please contact your technical support for assistance.



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Indicators of a Phish

Phishing is a type of email-based attack to lure victims into reacting in a risky way. This includes clicking on a malicious link, downloading a malicious attachment, or giving up assets such as login credentials.

Here are some indications of a phishing email for you to protect yourself.

1. The message contains a mismatched URL.
2. The email contains incorrect spelling and grammar.
3. The email contains threats or a sense of urgency.
4. The email asks for your personal information.
5. There are inconsistencies in the email addresses, links, and domain names.
6. There is an unfamiliar tone or greeting.
7. The recipient did not initiate the action.

INDICATORS OF A PHISH
Data Entry Phishing Emails

You may find yourself on a login page after clicking a link in an email. Unfortunately, login pages are easily forged by online criminals. Be on the lookout for the following indicators that might help point out a phony web page.

- Look for https in the address bar. This means that the page is protected by SSL/TLS encryption. Encryption protects data transmitted to and from the page, and any legitimate website should use it. If the page is not encrypted, it is not secure.
- Check the domain. If the address shown does not match the one you know, do not provide your information. Make sure to look carefully. Criminals are very creative in making you think a domain is spelled correctly or looks legitimate.
- Do images or logos on the page appear to be stretched or of low-quality? Is the logo an older version? Does the page violate our branding guidelines? This is indicative of a poorly forged landing page.
- If your browser warns you that it is unsafe to proceed, then you should not continue to the page.

Remember:
If any of these indicators are present in an email or login page, pause and think before taking action, and remember that no organization will request your password through an unsolicited email.

If something does not seem right, do not give up your information, but report the attack to help keep our organization safe from spear phishers.

Report Phishing

For information on SPAM and Phishing, go to:

<https://sdsuedu.sharepoint.com/sites/ETS/SitePages/CC/GoogleGSuite/SpamPhishing.aspx>

(Requires login with SDSUId to access)



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As a CSU employee, you are subject to limitations on your ability to contract to provide services for the CSU while you are a CSU employee, and for some time after that. These limitations are a function of law and can be found in the Public Contracts Code. Significant provisions follow.

Public Contract Code 10831

No officer or employee of the California State University shall engage in any employment, activity, or enterprise for which the officer or employee receives compensation or in which the officer or employee has a financial interest if that employment, activity, or enterprise is sponsored or funded, or sponsored and funded, by any California State University department through or by a California State University contract unless the employment, activity, or enterprise is within the course and scope of the officer's or employee's regular California State University employment. No officer or employee in the California State University shall contract on his or her own individual behalf as an independent contractor with any California State University department to provide services or goods. This section shall not apply to officers or employees of the California State University with teaching or research responsibilities.

Public Contract Code 10832

- (a) No retired, dismissed, separated, or formerly employed person of the California State University employed with the California State University or otherwise appointed to serve in the California State University may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision making process relevant to the contract while employed in any capacity by any California State University department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left California State University employment.
- (b) For a period of 12 months following the date of his or her retirement, dismissal, or separation from the California State University, no person employed in the California State University or otherwise appointed to serve in the California State University may enter into a contract with any California State University department, if he or she was employed by that department in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving the California State University.
- (c) This section does not prohibit the rehire or reappointment of California State University employees after retirement, consistent with California State University administrative policies, nor does it apply to inventors and authors of intellectual property licensed under technology transfer agreements.

Every employee is responsible for understanding and complying with these limitations. If you have any questions, please contact Thom Harpole, Director, Center for Human Resources at (619) 594-0469.



SAN DIEGO STATE
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MEMORANDUM

TO: Incoming Faculty and Staff

FROM: Jessica Rentto Associate Vice President, Administration

SUBJECT: Whistleblower Protections

Any SDSU employee or applicant for employment or third party may report what that person reasonably believes is an improper governmental activity or condition that significantly threatens the health or safety of CSU employees or visitors. **California State University Executive Order No. 1115** establishes procedures for individuals to make protected disclosures of improper governmental activities or significant threats to health and safety.

Such reports may be made to the Equal Opportunity/Whistleblower Compliance Unit at the CSU Chancellor's Office or to Jessica Rentto, Associate Vice President, Administration, the administrator designated to receive protected disclosures at SDSU. No form is required but the reporter is encouraged to include as much supporting evidence of the improper governmental activity or the health or safety condition as possible. Retaliation for making a whistleblower report is prohibited by federal and state law and by CSU policy.

To view the executive order, please visit <https://www.calstate.edu/EO/EO-1115.pdf>.

Employees also have the option of contacting the California State Auditor. There are two ways to share information with the Auditor: Call the Whistleblower Hotline at (800) 952-5665, or mail it to Investigations, California State Auditor, P.O. Box 1019 Sacramento, CA 95812.

How to File a Complaint for Retaliation for Making a Protected Disclosure

SDSU Employees, former employees and applicants for employment who allege that they have been retaliated against for having made a protected disclosure under the California Whistleblower Act must use the procedure in **Executive Order No. 1116**. To view the executive order, please visit <http://www.calstate.edu/EO/EO-1116.pdf>.

The procedure requires that a complaint must be filed within 12 months of the alleged act of retaliation. It is suggested that the complaint form attached to Executive Order No. 1116 (Attachment A) be used. SDSU employees/applicants should file complaints with either (a) their supervisor or manager, or (b) the Associate Vice President, Administration.

Whistleblower retaliation complaints will be in accordance with Executive Order No. 1116. Retaliation against employees who make protected disclosures is also prohibited under Labor Code Section 1102.5 (b).

To contact Jessica Rentto, Associate Vice President, Administration, please call (619) 594-6017 or email jrentto@sdsu.edu.



**SAN DIEGO STATE
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Office of Employee Relations and Compliance

Department Overview

The Office of Employee Relations and Compliance was established as part of a larger shared vision effort to ensure that equality, diversity, and campus climate are at the forefront of university life and that university related programs and activities are made available to all qualified individuals on a nondiscriminatory basis. The director advises and guides the campus on policy and practice related to equity and diversity.

The Office of Employee Relations and Compliance:

- Ensures development and implementation of policies and procedures associated with state and federal affirmative action, Americans with Disabilities Act, discrimination and sexual harassment issues.
- Maintains and implements employment policies and procedures in compliance with applicable state and federal equal employment opportunity laws and regulations.
- Investigates and resolves or recommends resolution of complaints of discrimination and discriminatory harassment.
- Responds to all employee grievances and complaints filed by employees pursuant to their respective collective bargaining agreements.
- Provides oversight of federal compliance.
- Responds to complaint investigations conducted by governmental regulatory agencies.
- Provides leadership and advice in matters of equity, diversity and federal affirmative action.
- Monitors recruitment, retention and promotion of diversity groups.
- Provides training on equal opportunity law and policy to the university community, through workshops and presentations.
- Defines, publishes, and disseminates SDSU equal opportunity policies and procedures.
- Prepares reports required by governmental regulatory agencies.
- Liaisons with the community.
- Serves as a resource to the campus community.

Staff/ Contacts

Heather Bendinelli, Director
Employee Relations and
Compliance Phone: 619-594-6464
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SAN DIEGO STATE UNIVERSITY

UNIVERSITY SENATE POLICY ON NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 1.0 San Diego State University shall maintain and promote a policy of nondiscrimination on the basis of race, religion, color, sex, age, disability, marital status, sexual orientation, gender identity and expression, national origin, pregnancy, medical condition, and covered veteran status. This policy incorporates by reference the requirements of Federal Executive Orders 11246 and 11375 as amended; Titles VI and VII of the Civil Rights Act of 1964 as amended; Title IX of the Educational Act of 1972; the Rehabilitation Act of 1973, secs. 503–504; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974, sec. 402; Equal Pay Act of 1963 as amended; Age Discrimination Acts of 1967 and 1978; and other applicable federal statutes as well as pertinent laws, regulations, and executive directives of the State of California, including regulatory procedures set forth in Title 5 of the California Code of Regulations. Persons covered by these regulations shall be considered members of protected groups.
- 2.0 The Affirmative Action Program, in compliance with federal and Executive Orders 1088 (2013) and 1026-Revised (2016), shall be revised annually by the Office of Employee Relations and Compliance and shall be disseminated to the campus community. The Nondiscrimination and Equal Opportunity policy shall apply at every level of decisions affecting faculty, staff, administration, and students who are employed by the university. It shall be subject to modification based upon experience and continuing interpretation of the laws of the United States and the State of California and of the policies of The California State University and San Diego State University; but it shall state the university's commitment to the right of persons to equal employment opportunities without discrimination. The university as an employer shall ensure that employees are recruited, hired, placed, upgraded, promoted, awarded tenure, or terminated for job-related reasons and without prohibited discrimination. If any provision of the Nondiscrimination and Equal Opportunity policy is in conflict with the collective bargaining agreement, the collective bargaining agreement shall be controlling.
- 3.0 Specific Objectives
 - 3.1 To ensure equal employment opportunity for every applicant and employee, without regard to race, religion, color, sex, age, disability, marital status, sexual orientation, gender identity and expression, national origin, pregnancy, medical condition, or covered veteran status;
 - 3.2 To determine the appropriate talent and labor pools for each hiring unit for monitoring of placement actions and to ensure that each unit is provided this information at the initiation of a search;
 - 3.3 To assist every unit and department in reviewing and modifying its own practices to ensure fair personnel decisions that are objective, consistent with known requirements, and based on work-related rationale;
 - 3.4 To ensure that the university works conscientiously to seek applications for employment from the widest possible spectrum of available and qualified persons;

- 3.5 To ensure that stated requirements for positions are essential to the effective performance of the duties of those positions;
- 3.6 To encourage and assist employees in the professional and technical activities that qualify them for promotions;
- 3.7 To ensure that employees have equal access to information that allows them to take advantage of opportunities for advancement;
- 3.8 To ensure that the work environment for faculty, staff, and students is free from both prohibited discrimination and sexual harassment.

4.0 Education and Awareness

- 4.1 The Office of Employee Relations and Compliance and the Center for Student Rights and Responsibilities shall educate employees and students about their rights to be free from prohibited discrimination and sexual harassment and about their obligations to refrain from prohibited discrimination and sexual harassment.
- 4.2 When San Diego State University employees are featured in publications, the representative diversity of our employees should be pictured.
- 4.3 Advertisements for position vacancies shall include the statement, "San Diego State University is an equal opportunity employer and does not discriminate against persons on the basis of race, religion, national origin, sexual orientation, gender, gender identity and expression, marital status, age, disability, pregnancy, medical condition, or covered veteran status."
- 4.4 The policy shall be published in staff and faculty handbooks, in the University Policy File, and in the University General Catalog, the Bulletin of Graduate Affairs, and the IVC Bulletin.
- 4.5 The policy shall be distributed to supervisors, and discussions of responsibilities for effective implementation shall be held during management, supervisory, and employee meetings.
- 4.6 An equal opportunity clause shall be included in purchase orders, leases, and contracts Office of Employee Relations and Compliance

5.0 Office of Employee Relations and Compliance

- 5.1 The Director of the Office of Employee Relations and Compliance oversees legal compliance for nondiscrimination and nonharassment and coordinates the development and implementation of nondiscrimination and nonharassment policies and procedures. The Director acts as liaison to auxiliary organizations in these matters. The Director is appointed by and reports to the Associate Vice President of Administration in the Division of Business and Financial Affairs.
- 5.2 Two Equal Opportunity Counselors from each college, SDSU Imperial Valley, the Library, Business and Financial Affairs, and University Advancement shall be recommended to the Director of the Office of Employee Relations and Compliance by the administrative heads of these units. Nominees for these positions shall be from among tenured faculty and permanent staff.

- 5.21 The Equal Opportunity Counselors (a) shall serve as liaison between the Office of Employee Relations and Compliance and the members of the units, (b) shall offer informal advice and counseling to their peers regarding diversity and discrimination, and (c) shall direct concerned students and employees to the Office of Employee Relations and Compliance or to the Center for Student Rights and Responsibilities.
- 5.22 The Office of Employee Relations and Compliance shall hold regular meetings of the Equal Opportunity Counselors to respond to their concerns and to inform them of recent developments in policy and law.

6.0 Chief Diversity Officer

- 6.1 The Chief Diversity Officer promotes diversity initiatives and coordinates the development and implementation of campus and community outreach programs designed to improve the climate of the campus with respect to diversity. The Chief Diversity Officer acts as liaison to academic Deans, the Divisions of Undergraduate Studies and Graduate Affairs, and Student Affairs in these matters. The Chief Diversity Officer is appointed by and reports to the President.

7.0 Diversity Liaisons

- 7.1 The administrative heads of each college, SDSU Imperial Valley, the Library, Business and Financial Affairs, Student Affairs, and University Advancement in consultation with the Director of the Office of Employee Relations and Compliance shall recommend two Diversity Liaisons to the Chief Diversity Officer. Nominees for these positions shall be from among tenured faculty and permanent staff.
- 7.2 The Diversity Liaisons (a) shall serve as liaison between the Chief Diversity Officer and the members of the units, (b) shall offer informal advice and counseling to their peers regarding diversity and discrimination, (c) shall direct concerned students and employees to the Office of Employee Relations and Compliance, to the Chief Diversity Officer, or to the Center for Student Rights and Responsibility, and (d) shall report to the Chief Diversity Officer on existing and new diversity initiatives within their respective units.
- 7.3 The Chief Diversity Officer, in consultation with the Office of Employee Relations and Compliance shall hold regular meetings of the Diversity Liaisons to respond to their concerns, to discuss diversity initiatives, and to inform them of recent developments in policy and law.

8.0 Implementation

8.1 Recruitment, Appointment, and Development

- 8.11 No offers of appointment shall be made to any candidate until appropriate steps have been taken to advertise to and reach out to the widest possible pool of talent in the discipline or field for as long and in as many ways as feasible. The processes leading to appointment shall be objective, fair, and rational to ensure genuinely equal opportunity for qualified persons.
- 8.12 Vacancies shall be advertised locally, regionally, and nationally as appropriate. Such advertisements shall be placed strategically, for sufficient time, and on World Wide Web to attract maximum attention from the widest spectrum of applicants.

- 8.13 Standards and criteria for employment shall be clearly stated and relevant to job requirements and shall be accessible to employees and applicants.
- 8.14 Selection panels, rather than individual interviewers, should be used whenever possible. Search committees and selection panels should be as diverse as possible, including gender.
- 8.15 Specific steps shall be taken to provide guidance and assistance to employees in meeting the criteria for reappointment, tenure, permanent status, and promotion.

8.2 Conditions of Work

- 8.21 There shall be no discrimination in terms and conditions of employment including work assignments, classification, educational and training opportunities, benefits, research opportunities, use of facilities, and opportunities to serve on committees or decision-making bodies.
- 8.22 Harassment of any employee on account of race, religion, color, sex, age, disability, marital status, sexual orientation, gender identity and expression, national origin, pregnancy, medical condition, or covered veteran status shall not be tolerated.
- 8.23 Sexual harassment shall not be tolerated. Sexual harassment shall include such behavior as sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature directed toward an employee, student, or applicant as described in Executive Order 1081 (2012).
- 8.24 Persons to be employed at San Diego State University shall be judged on their merits. Therefore, immediate family members of employees may be hired to fill vacancies.
 - 8.241 Employees neither shall initiate nor participate in institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, etc.) to immediate family members nor shall participate in discussions or votes designed to rank other employees in relationship to their immediate family members for the purpose of such decisions.
 - 8.242 For the purpose of this policy, "immediate family member" is defined as a close relative including: parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece, first cousin, spouse, registered domestic partner, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and, by guardianship and/or adoption, a person residing in the immediate household. Relatives of domestic partners shall be treated as relatives of spouses.
- 8.25 No personnel policies or practices shall arbitrarily exclude employees or applicants for advertised positions from employment opportunities because of pregnancy, childbirth, or related conditions. A request by any permanent, female employee for a leave of absence without pay for purposes related to pregnancy, childbirth, pregnancy-related conditions, or adoption shall be granted for up to one year. Additionally, a request by any employee for sick leave or leave of absence with or without pay for these purposes shall be handled in the same manner as requests for other reasons. No female employee shall be required to

take a leave of absence before the anticipated delivery date so long as the employee is capable of performing her required duties.

- 8.26 With regard to qualified individuals with a disability or medical condition, the university shall, upon request, provide reasonable accommodation so that they may perform the essential duties of their jobs, unless doing so would impose an undue hardship on the university. Reasonable accommodation is to be determined by the university following its receipt of an individual's request for accommodation and engagement in an interactive process with the individual to identify the nature and extent of the individual's restrictions and the appropriate reasonable accommodation.
- 8.27 Any employee who believes that he or she has been treated in violation of nondiscrimination policy may seek redress through the discrimination complaint procedures available on the Website or at the Office of Employee Relations and Compliance. Use of this complaint procedure shall not prejudice access to formal university grievance procedures. The Office of Employee Relations and Compliance shall inform persons with discrimination complaints of other sources of redress outside the university.
- 8.28 Retaliation against individuals, who have or are believed to have filed a discrimination complaint, opposed a discriminatory act or participated in a discrimination investigation or proceeding, is prohibited.

8.3 Layoff, Termination, and Rejection or Non-reappointment during the Probationary Period

- 8.31 Layoff for lack of funds or lack of work shall proceed according to campus and CSU policy developed in accordance with relevant sections of Title 5 of the California Code of Regulations and of the California Education Code, and without regard to race, religion, color, sex, age, disability, marital status, sexual orientation, gender identity and expression, national origin, pregnancy, medical condition, or covered veteran status.
- 8.32 Rejection or nonreappointment during the probationary period and termination of employees shall similarly proceed in accordance with relevant policy and code and applicable sections of the Collective Bargaining Agreement, and without prohibited discrimination. The reasons for such action shall be fully documented.

8.4 Documentation

- 8.41 The Center for Human Resources and the Office of Employee Relations and Compliance shall jointly maintain statistical records for applicants for employment and for employees of the university. These records shall include by job classification sex, race, and other such characteristics as required by law. Summaries of these data shall be available for appointments to temporary positions, new hiring, promotions, and terminations (including rejection or nonreappointment during the probationary period). These records shall be available for two years.
- 8.42 Departments or appropriate administrative units shall be able to provide records of the reasons for the following personnel actions: failure to appoint applicants, failure to reappoint or grant tenure to probationary faculty, failure to promote eligible faculty, and termination of tenured faculty. The Center for Human Resources shall maintain comparable information for staff. These records shall be retained for at least two years and shall be made available to the Director of the Office of Employee Relations and Compliance.



SAN DIEGO STATE UNIVERSITY

San Diego State University's Commitment to Diversity and Inclusion

Diversity shall be an essential consideration in all university policies and decisions, and shall be guided by the following statements that shall be published in staff and faculty handbooks, in the university Policy File, in the university General Catalog, the Bulletin of the Graduate Division, the IVC Bulletin, and linked from the Mission and Goals section on the main university Web home page.

4.1 San Diego State University is a community diverse in race, ethnicity, language, culture, social class, national origin, religious and political belief, age, ability, gender, gender identity and expression, and sexual orientation. As a university committed to learning in all its forms, San Diego State University recognizes the need to attract and retain a critical mass of diverse persons who will advance its goals and ideals. This fundamental commitment to diversity 1) enriches the institution and provides an atmosphere in which all human potential is valued, 2) promotes learning through interactions among people of different backgrounds and many perspectives, and 3) better enables the university to prepare all members of its community to promote social responsibility, equity, freedom, and productive citizenship in a global society.

4.2 Diversity means not only the opportunity for all groups to be represented among faculty, student, staff, and administration but also the support for these persons as they seek the highest achievements. Attitudes, actions, programs, and policies that foster diversity engender the vigorous exchange of ideas, enhance respect and consideration for individuals and groups, strengthen the understanding of our mutual dependence, and form the core of the university. Diversity promotes enriched learning and produces positive educational outcomes for all.

4.3 Vigorous efforts to increase the diversity of the faculty, staff, administration, and students shall continue as a high priority, and as access increases, the university will create changes in its environment that enhance the opportunities for the success of all members of the campus community.

4.4 The university shall cultivate a campus climate that promotes human dignity, civility, and mutual appreciation for the uniqueness of each member of our community. Because the university's educational goals are founded on the values of intellectual honesty, appreciation for diversity, and mutual respect, it is critical that our academic and co-curricular programs, scholarships, courses, workshops, lectures, and other aspects of campus life reflect diverse perspectives. Freedom from discrimination, harassment, and violence against persons or property is a basic right and is requisite for learning. Freedom of speech shall be protected. By the same token, the campus community shall denounce and confront acts of intolerance, abusive behaviors, and the beliefs and past events that have separated us as a people.



SAN DIEGO STATE
UNIVERSITY

**SDSU Statement on Nondiscrimination and Prohibition of Sexual Harassment and
ADA**

To view the Annual Notice of Non Discrimination and Americans with Disabilities Act
(ADA) Compliance, please click [here](#) with your SDSUId.



CALIFORNIA LAW PROHIBITS WORKPLACE DISCRIMINATION AND HARASSMENT

THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING (DFEH) ENFORCES LAWS THAT PROTECT YOU FROM ILLEGAL DISCRIMINATION AND HARASSMENT IN EMPLOYMENT BASED ON YOUR ACTUAL OR PERCEIVED:

- ANCESTRY
- AGE (40 and above)
- COLOR
- DISABILITY (physical and mental, including HIV and AIDS)
- GENETIC INFORMATION
- GENDER IDENTITY, GENDER EXPRESSION
- MARITAL STATUS
- MEDICAL CONDITION (genetic characteristics, cancer or a record or history of cancer)
- MILITARY OR VETERAN STATUS
- NATIONAL ORIGIN (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law)
- RACE
- RELIGION (includes religious dress and grooming practices)
- SEX/GENDER (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)
- SEXUAL ORIENTATION

THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (GOVERNMENT CODE SECTIONS 12900 THROUGH 12996) AND ITS IMPLEMENTING REGULATIONS (CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTIONS 11000 THROUGH 11141):

- ① Prohibit harassment of employees, applicants, unpaid interns, volunteers, and independent contractors by any persons and require employers to take all reasonable steps to prevent harassment. This includes a prohibition against sexual harassment, gender harassment, harassment based on pregnancy, childbirth, breastfeeding and/or related medical conditions, as well as harassment based on all other characteristics listed above.
- ② Require that all employers provide information to each of their employees on the nature, illegality, and legal remedies that apply to sexual harassment. Employers may either develop their own publications, which must meet standards set forth in California Government Code section 12950, or use a brochure from DFEH.
- ③ Require employers with 50 or more employees and all public entities to provide training for all supervisors regarding prevention of sexual harassment, abusive conduct, and harassment based on gender identity, gender expression, and sexual orientation.
- ④ Prohibit employers from limiting or prohibiting the use of any language in any workplace unless justified by business necessity. The employer must notify employees of the language restriction and consequences for violation. Also prohibits employers from discriminating against an applicant or employee because they possess a driver's license issued to a person who is unable to prove that their presence in the United States is authorized under federal law.
- ⑤ Require employers to reasonably accommodate an employee, unpaid intern, or job applicant's religious beliefs and practices, including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs.

- ⑥ Require employers to reasonably accommodate employees or job applicants with disabilities to enable them to perform the essential functions of a job.
- ⑦ Permit job applicants, unpaid interns, volunteers, and employees to file complaints with DFEH against an employer, employment agency, or labor union that fails to grant equal employment as required by law.
- ⑧ Prohibit discrimination against any job applicant, unpaid intern, or employee in hiring, promotions, assignments, termination, or any term, condition, or privilege of employment.
- ⑨ Require employers, employment agencies, and unions to preserve applications, personnel records, and employment referral records for a minimum of two years.
- ⑩ Require employers to provide leaves of up to four months to employees disabled because of pregnancy, childbirth, or a related medical condition.
- ⑪ Require an employer to provide reasonable accommodations requested by an employee, on the advice of their health care provider, related to their pregnancy, childbirth, or a related medical condition.
- ⑫ Require employers of 20 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child or the placement of a child for adoption or foster care; also require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for an employee's own serious health condition or to care for a parent, spouse, or child with a serious health condition.
- ⑬ Require employment agencies to serve all applicants equally, refuse discriminatory job orders, and prohibit employers and employment agencies from making discriminatory pre-hiring inquiries or publishing help-wanted advertisements that express a discriminatory hiring preference.
- ⑭ Prohibit unions from discriminating in member admissions or dispatching members to jobs.
- ⑮ Prohibit retaliation against a person who opposes, reports, or assists another person to oppose unlawful discrimination.

FILING A COMPLAINT

The law provides for remedies for individuals who experience prohibited discrimination or harassment in the workplace. These remedies include hiring, front pay, back pay, promotion, reinstatement, cease-and-desist orders, expert witness fees, reasonable attorney's fees and costs, punitive damages, and emotional distress damages.

Job applicants, unpaid interns, and employees: If you believe you have experienced discrimination or harassment you may file a complaint with DFEH. Independent contractors and volunteers: If you believe you have been harassed, you may file a complaint with DFEH.

Complaints must be filed within one year of the last act of discrimination/harassment or, for victims who are under the age of 18, not later than one year after the victim's eighteenth birthday.

If you have a disability that prevents you from submitting a written intake form on-line, by mail, or email, DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or call us through your VRS at (800) 884-1684 (voice).

To schedule an appointment, contact the Communication Center at (800) 884-1684 (voice or via relay operator 711) or (800) 700-2320 (TTY) or by email at contact.center@dfeh.ca.gov.

DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.

Contact DFEH at (800) 884-1684 (voice or via relay operator 711), TTY (800) 700-2320, or contact.center@dfeh.ca.gov to discuss your preferred format to access our materials or webpages.

DFEH-E07P-ENG / June 2018

FOR MORE INFORMATION

Department of Fair Employment and Housing

Toll Free: (800) 884-1684

TTY: (800) 700-2320

Online: www.dfeh.ca.gov

Also find us on:



Government Code section 12950 and California Code of Regulations, title 2, section 11013, require all employers to post this document. It must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, and other places employees gather. Any employer whose workforce at any facility or establishment consists of more than 10% of non-English speaking persons must also post this notice in the appropriate language or languages.



Origination: 2/27/1981
Last Revised: 3/29/2019
Owner: [Andy Alvarez: Sr Mgr HR Policy Admin](#)
Area: [Human Resources](#)
Codes: [EO 1096](#)

Policy and Procedures; Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties

Executive Order 1096 (Revised March 29, 2019) supersedes Executive Order 1096 (Revised October 5, 2016). This policy and procedure applies systemwide, in conjunction with Executive Order 1095 (Revised June 2, 2015) and 1098 (Revised March 29, 2019) and any superseding executive orders.

This executive order (EO 1096) has been revised in response to a recent California court of appeal decision and includes an addendum that applies to cases where a student has been accused of sexual misconduct as defined by CSU policy.¹ **The [addendum](#) supersedes Article III.C.7-9 and Article IV of this executive order with respect to cases (i) alleging sexual misconduct by a student that, (ii) if substantiated, could result in a severe sanction (suspension or expulsion), and (iii) where credibility of any party or witness is central to the finding.**

Complaints of student misconduct are governed by the following CSU policies.

Alleged Misconduct	Applicable Policy
Sexual misconduct by student that could result in severe sanction (suspension or expulsion), where credibility is central to finding	Executive Order 1097 (Revised March 29, 2019) (except Article III.B.7-9 and Article IV) and Addendum -- Investigation and Hearing Process for Students Accused of Sexual Misconduct
Discrimination, harassment or retaliation based on protected status (including sexual misconduct by student that, if substantiated, would <u>not</u> result in suspension or expulsion)	Executive Order 1097 (Revised March 29, 2019) and Executive Order 1098 (Revised March 29, 2019) (Article IV) re sanctions process
All other student misconduct prohibited by CSU Standards for Student Conduct (5 California Code of Regulations, Section 41301)	Executive Order 1098 (Revised March 29, 2019)

Complaints that are in process as of the effective date of this executive order will be processed in accordance with the *procedures* outlined herein, however utilizing the *policy and definitions* set forth in the executive order in place at the time of the alleged misconduct. A Complaint is "in process" if the time to appeal to the Chancellor's Office under Executive Orders 1096 or 1098 has not expired.

If you have questions regarding this executive order, please call systemwide Equal Opportunity and Compliance at (562) 951-4400.

[NOTE: ARTICLE III.C.7-9 AND ARTICLE IV OF THIS EXECUTIVE ORDER DO NOT APPLY IN CASES (I) ALLEGING SEXUAL MISCONDUCT BY A STUDENT THAT, (II) IF SUBSTANTIATED, COULD RESULT IN A SEVERE SANCTION (SUSPENSION OR EXPULSION), AND (III) WHERE CREDIBILITY OF ANY PARTY OR WITNESS IS CENTRAL TO THE FINDING. SEE [ADDENDUM -- INVESTIGATION AND HEARING PROCESS – FOR STUDENTS ACCUSED OF SEXUAL MISCONDUCT.](#)]

Article I. Policy Statement

The California State University (CSU) is committed to maintaining an inclusive community that values diversity and fosters tolerance and mutual respect. We embrace and encourage our community differences in Age, Disability (physical and mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, and Veteran or Military Status, and other characteristics that make our community unique.² All individuals have the right to participate fully in CSU programs and activities free from Discrimination, Harassment, and Retaliation. The CSU prohibits Harassment of any kind, including Sexual Harassment, as well as Sexual Misconduct, Dating and Domestic Violence, and Stalking. Such misconduct violates University policy and may also violate state or federal law.

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

This policy is established in compliance with the California Equity in Higher Education Act, Title IX of the Education Amendments of 1972, the Violence Against Women Reauthorization Act of 2013 (which amends the Jeanne Clery Disclosure of Campus Security and Campus Crimes Statistics Act, commonly known as the Clery Act) (VAWA) under its Campus Sexual Violence Elimination Act provision (Campus SaVE Act), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, among other applicable state and federal laws.

A. **Prohibited Conduct.** The CSU prohibits:

1. Discrimination, including Harassment, because of any Protected Status: i.e., Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status;
2. Retaliation for exercising rights under this policy, opposing Discrimination or Harassment because of a Protected Status, or for participating in any manner in any related investigation or proceeding;
3. Dating and Domestic Violence, and Stalking;
4. Sexual Misconduct of any kind, which includes sexual activity engaged in without Affirmative Consent; and,
5. Employees from entering into a consensual relationship with any Student or Employee over whom they exercise direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority. See Article I. F.

The University shall respond promptly and effectively to all complaints of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking, and shall take appropriate action to prevent, correct, and discipline conduct that violates this policy. This Executive Order is intended to protect the rights and privacy of both the Complainant and the Respondent, as well as other involved individuals.

Employees and Students who are found to have violated this policy shall be subject to discipline commensurate with the violation. If Employee discipline is warranted, it shall be administered in a manner consistent with applicable collective bargaining agreements, CSU policies, and legal requirements. Student discipline shall be administered in accordance with 5 Cal. Code Regs. § 41301 and Executive Order 1098, or any superseding executive order, if applicable.

- B. **Discrimination.** The CSU strives to be free of all forms of Discrimination, including Harassment, because of a Protected Status. It is CSU policy that no person shall be excluded from participation in, or be denied the benefits of, any CSU program or activity because of any Protected Status.
- C. **Retaliation.** Retaliation against a person for exercising any rights under this policy or for opposing Discrimination or Harassment because of a Protected Status, Sexual Misconduct, Dating or Domestic Violence, or Stalking, or for participating in any manner in any policy-related investigation or proceeding is prohibited.

No victim or witness in related investigations or proceedings will be subject to disciplinary sanctions by the University for related violations of conduct policies occurring at or near the time of the incident unless the University determines the violation was egregious, including but not limited to plagiarism, cheating, academic dishonesty or conduct that places the health and safety of any other person at risk.

- D. **Dating and Domestic Violence, and Stalking.** The CSU prohibits Dating and Domestic Violence, and Stalking. Dating and Domestic Violence, and Stalking are often based on Gender. CSU prohibits all such misconduct whether or not it is based on Gender.
- E. **Sexual Misconduct.** All sexual activity between members of the CSU community must be based on Affirmative Consent. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific activity constitutes Sexual Misconduct and is a violation of this policy, whether or not the conduct violates any civil or criminal law.

Sexual Misconduct is a form of Sexual Harassment and may create a sexually hostile environment that affects access to or participation in CSU programs and activities. CSU prohibits all such conduct whether or not it also amounts to Sexual Harassment.

Sexual activity includes but is not limited to kissing, touching intimate body parts, fondling, intercourse, penetration of any body part, and oral sex.

Affirmative Consent means an informed, affirmative, conscious, voluntary, and mutual agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure Affirmative Consent has been obtained from the other participant(s) to engage in the sexual activity. Lack of protest or resistance does not mean Affirmative Consent, nor does silence mean Affirmative Consent. Affirmative Consent must be voluntary, and given without coercion, force, threats or intimidation.

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

Affirmative Consent can be withdrawn or revoked. 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. There must always be mutual and affirmative consent to engage in sexual activity. Consent must be ongoing throughout a sexual activity and can be revoked at any time, including after penetration. Once consent is withdrawn or revoked, the sexual activity must stop immediately.

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.

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.

A person with a medical or mental disability may also lack the capacity to give consent.

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:

- The person was asleep or unconscious;
- 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;
- The person was unable to communicate due to a mental or physical condition.

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:

- The Respondent's belief in Affirmative Consent arose from the intoxication or recklessness of the Respondent;
- The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the person affirmatively consented.

F. **Consensual Relationships.** Consensual relationship means a sexual or romantic relationship between two persons who voluntarily enter into such a relationship. While sexual and/or romantic relationships between members of the University community may begin as consensual, they may evolve into situations that lead to Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or

Stalking subject to this policy.

A CSU Employee shall not enter into a consensual relationship with a Student or Employee over whom that employee exercises or influences direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority. In the event such a relationship already exists, each Campus shall develop a procedure to reassign such authority to avoid violations of this policy.

This prohibition does not limit the right of an Employee to make a recommendation on personnel matters concerning a family or household member where the right to make recommendations on such personnel matters is explicitly provided for in the applicable collective bargaining agreement or MPP/confidential personnel plan.

G. **Reasonable Accommodations.** The CSU will provide reasonable accommodations to qualified individuals with a Disability. Reasonable accommodations will be determined by the Campus following an interactive process with those involved to identify the nature and extent of the restrictions and the appropriate accommodation.

H. **Duty to Report.** Except as provided below, **any** Employee who knows or has reason to know of allegations or acts that violate this policy shall promptly inform the DHR Administrator or Title IX Coordinator. These Employees are required to disclose all information, including the names of the Parties, **even where the person has requested anonymity.** The DHR Administrator or Title IX Coordinator will determine whether such confidentiality is appropriate given the circumstances of each such incident.

Employees Who Do Not Have A Duty to Report:

1. The following Employees are **not** required to report **any** information about an incident of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking to the DHR Administrator or Title IX Coordinator:
 - a. Physicians; psychotherapists; professional licensed counselors; licensed clinical social workers, and clergy who work on or off Campus, acting solely in those roles or capacities as part of their employment, in the provision of medical or mental health treatment or counseling (*and those who act under their supervision, including all individuals who work or volunteer in these centers and offices*); and
 - b. Sexual assault and domestic violence counselors and advocates who work or volunteer on or off Campus in sexual assault centers, victim advocacy offices, women's centers, gender equity centers, and health centers and who are acting solely in that role (*including those who act in that role under their supervision, along with non-professional counselors or advocates who work or volunteer in sexual assault centers, victim advocacy offices, women's centers or health centers*).
 - c. A CSU employee/union representative is not required to report a possible violation of this Executive Order if the information is provided to the union representative, acting in that role, in a confidential setting by a union member seeking advice about a possible violation or representation in a matter within the scope of representation. However, CSU employee/union representatives are **strongly encouraged** to report the information to the DHR Administrator or Title IX Coordinator.
2. University police are **not** required to report any **personally-identifiable information** about a victim

of certain sex offenses,³ **if the victim requests confidentiality of identity**, but must report all known facts of the incident, including the identity of the perpetrator (if known), to the Title IX Coordinator.

EXCEPTIONS: Under California law, any health practitioner employed in a health facility, clinic, physician's office, or local or state public health department or clinic is required to make a report to local law enforcement if medical services are provided for a **physical condition** to a patient/victim who the practitioner knows or reasonably suspects is suffering from: (1) a wound or physical injury inflicted by a firearm; or, (2) any wound or other physical injury inflicted upon a victim where the injury is the result of assaultive or abusive conduct.⁴ This exception does **not** apply to sexual assault and domestic violence counselors and advocates. Health care practitioners should explain this limited exception to victims, if applicable.

Additionally, under California law, **all** physicians, psychotherapists, professional counselors, clergy, and sexual assault and domestic violence counselors and advocates are mandatory child abuse and neglect reporters, and are required to report incidents involving victims under 18 years of age to local law enforcement.⁵ These professionals will explain this limited exception to victims, if applicable.

Finally, some or all of these professionals may also have reporting obligations under California law to: (1) local law enforcement in cases involving threats of immediate or imminent harm to self or others where disclosure of the information is necessary to prevent the threatened danger;⁶ or, (2) to the court if compelled by court order or subpoena in a criminal proceeding related to the Sexual Misconduct, Dating or Domestic Violence, or Stalking incident.⁷ If applicable, these professionals will explain this limited exception to victims.

Article II. Policy Implementation, Training and Communication

Each Campus president shall designate a DHR Administrator and Title IX Coordinator who shall be responsible for the implementation of and compliance with this policy. The DHR Administrator is responsible for the implementation of and compliance with this policy with respect to all Discrimination, Harassment and Retaliation matters except those involving Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating and Domestic Violence, and Stalking. The DHR Administrator is responsible for publicizing this Executive Order, developing Campus training policies consistent with this Executive Order, conducting training, and establishing an administrative structure consistent with this Executive Order that facilitates the prevention and elimination of Discrimination, Harassment, and Retaliation. The Title IX Coordinator is responsible for the implementation of, and compliance with this policy with respect to Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating and Domestic Violence, and Stalking. The Title IX Coordinator is responsible for publicizing this Executive Order, developing Campus training policies consistent with this Executive Order, conducting training, and establishing an administrative structure consistent with this Executive Order that facilitates the prevention and elimination of Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating and Domestic Violence, and Stalking. Each Campus shall make the contact information for the DHR Administrator and Title IX Coordinator available to all members of the Campus community as well as Third Parties. The contact information shall be updated as necessary.

To prevent Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking, and to encourage reporting of such conduct, training shall be provided by each Campus to all

Employees, including Faculty unit employees and student assistants. Such training shall be mandatory for all employees within twelve months of the effective date of this Executive Order, and on an annual basis thereafter. New employees shall receive training within six months of their initial hiring. Such training shall explain, but not be limited to: what constitutes Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking under applicable law; the rights and responsibilities of each Employee relating to Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking including the duty to report and exceptions; the protection against Retaliation for Employees who report Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking; the procedure provided in this Executive Order for filing, investigating and resolving a Complaint; and the option and method for filing Complaints with external government agencies such as the Department of Fair Employment and Housing (DFEH) and the Equal Employment Opportunity Commission (EEOC).

Under Cal. Govt. Code § 12950.1, each Campus shall provide supervisory Employees at least two hours of interactive Sexual Harassment training within six months of the Employee's assignment to a supervisory position and every two years thereafter. Each Campus shall maintain documentation of the delivery and completion of these trainings. For detailed guidance regarding the definition of "supervisor" and the implementation of this training, Campuses shall consult Coded Memoranda HR 2005-35 and other applicable policies.

The requirements for training to promote awareness of CSU policies against Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating and Domestic Violence, and Stalking are set forth in Executive Order 1095.

This Executive Order shall be made readily available and distributed on an annual basis to all Students and Employees, utilizing multiple media for communication, including email, Student orientations and catalogs, new Employee orientations, Campus websites and publications, and the webpages for the offices of Equity and Diversity, Student Affairs, Student Judicial Affairs, Disabled Student Services, Auxiliary Service Organizations, Academic Affairs, Extended Education, Athletics, Residential Life, and Human Resources.

Each Campus shall also distribute a copy of the Department of Fair Employment and Housing information sheet on sexual harassment (Form DFEH-185, or any superseding document) to all Employees utilizing multiple media for communication, including email and webpages.

In addition, each Campus shall post the DFEH poster on employment discrimination (Form DFEH-162, or any superseding document) in prominent and accessible locations on Campus where other employment notices regarding rules, regulations and procedures are posted.

Article III. Campus Procedure for Responding to Complaints

[NOTE: ARTICLE III.C.7-9 OF THIS EXECUTIVE ORDER DOES NOT APPLY IN CASES (I) ALLEGING SEXUAL MISCONDUCT BY A STUDENT THAT, (II) IF SUBSTANTIATED, COULD RESULT IN A SEVERE SANCTION (SUSPENSION OR EXPULSION), AND (III) WHERE CREDIBILITY OF ANY PARTY OR WITNESS IS CENTRAL TO THE FINDING. SEE [ADDENDUM -- INVESTIGATION AND HEARING PROCESS – FOR STUDENTS ACCUSED OF SEXUAL MISCONDUCT.](#)]

This procedure provides individuals a process to address alleged violations of this policy by the CSU, a CSU Employee, a Student, or a Third Party. Whenever a Campus determines that the allegation(s) are outside the scope of this policy, the Campus shall promptly notify the individual in writing. All Complaints and related

investigations against Respondents who are sworn University public safety officers shall be governed by this policy, the applicable collective bargaining agreement, and by the Public Safety Officers Procedural Bill of Rights Act (POBR).⁸ The campus DHR Administrator or Title IX Coordinator shall work with the campus Chief of Police, or designee, to investigate Complaints against sworn public safety officers. Consultation with the Office of General Counsel is recommended.

- A. **Who May Use This Procedure:** The individuals listed below may use the procedure in this Executive Order to address Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking.
1. **Employees.** Non-represented Employees and Employees in bargaining units whose collective bargaining agreements have incorporated this Executive Order may use the procedure described in this Executive Order to address Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking by the CSU, another Employee, a Student, or a Third Party.
 2. **Employees who are covered by a grievance procedure in a collective bargaining agreement.** Employees who are covered by a collective bargaining agreement that provides a grievance procedure for raising allegations of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking shall use the grievance procedure specified in their collective bargaining agreement.
 3. **Applicants for employment.** Applicants for employment may use the procedure outlined in this Executive Order to address Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking that occurred during their application process.
 4. **Student employees.** At times, a person may be employed by the CSU and also be a Student. If an allegation of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking arose out of the person's status as a Student and not their status as an Employee, the allegations shall be handled under Executive Order 1097 (Systemwide *Policy Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide Procedure for Addressing Such Complaints by Students*) or a superseding executive order. An allegation arising out of the person's University work environment (while they are acting as an Employee) shall be handled under this Executive Order.
 5. **Third Parties.** Allegations of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking by Third Parties against the CSU, an Employee, or a Student shall be investigated and resolved in accordance with the procedure outlined in this Executive Order.

The University will respond to all Complaints and will take appropriate action to prevent, correct, and discipline conduct that violates this policy. To report alleged violations, an individual may submit a formal written Complaint to the DHR Administrator (Discrimination, Harassment, and Retaliation) or Title IX Coordinator (Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating and Domestic Violence, and Stalking). The date of receipt shall be deemed to be the Complaint filing date. The DHR Administrator/Title IX Coordinator shall offer reasonable accommodations to individuals who are unable to submit a Complaint because of a qualified Disability.

Complaints should be brought forward as soon as possible after the conduct occurs. While there is no stated timeframe for making a Complaint, prompt reporting will better enable the Campus to respond to the Complaint, determine the relevant issues, and provide an appropriate Remedy and/or action. All incidents should be reported even if a significant amount of time has passed. However, delaying a report

or Complaint may impede the University's ability to conduct an investigation or take appropriate remedial actions.

The Campus will respond to all reports of alleged violations of this policy, whether or not the report is submitted as a written Complaint. However, the response may be limited if information contained in the report is insufficient to verify violation(s) of this Executive Order.

- B. **Campus Early Resolution Process.** Complainants who believe they have experienced Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking under this policy may initiate the Early Resolution process prior to, or instead of, filing a Complaint. The purpose of the Early Resolution process is to explore whether the Complainant's concern(s) can be resolved by the Campus without an investigation.

This Executive Order neither prevents nor requires the use of the Early Resolution process. Under no circumstance shall a Complainant be required to use the Early Resolution process to address prohibited behaviors. It is not appropriate for a Complainant to be required to "work out the problem" directly or mediate with the Respondent. Mediation cannot be used, even on a voluntary basis, to resolve Sexual Misconduct, Dating or Domestic Violence, or Stalking Complaints. In other matters, where voluntary mediation is requested, no meeting between the Complainant and the Respondent should occur without involvement by appropriate Campus administrators, including the DHR Administrator or Title IX Coordinator.

Where the allegations involve Sexual Misconduct, Dating or Domestic Violence, or Stalking, the Complainant shall be advised to immediately file a Complaint under Article III, C.

1. **To initiate the Early Resolution Process.** The Complainant should contact the Campus DHR Administrator (Discrimination, Harassment, or Retaliation) or Title IX Coordinator (Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating or Domestic Violence, or Stalking) who shall promptly meet with the Complainant to discuss his or her concern(s) and possible resolutions as appropriate.

Complainants shall be informed about the range of possible outcomes, including Interim Remedies or disciplinary actions that might be taken against the Respondent, and information about the procedures leading to such outcomes.

2. **Participation in the Early Resolution Process.** Participation is voluntary. It may include an inquiry into the facts, but does not include an investigation. Means for resolution shall be flexible. Resolution options include but are not limited to discussions with the Parties, a resolution facilitated by the DHR Administrator or Title IX Coordinator, separating the Parties, referring one or both of the Parties to counseling programs, an agreement between Campus and the Respondent regarding disciplinary action, conducting targeted preventive educational and training programs or providing Remedies to persons harmed by violations of this policy.

The Campus shall attempt to resolve the Complainant's concern(s) quickly and effectively. The DHR Administrator or Title IX Coordinator shall meet with the Complainant, the Respondent, and any other persons or witnesses they may determine to be necessary.

3. **Final Early Resolution.** If resolution is reached, a written record of the resolution shall be documented and maintained in accordance with applicable Campus recordkeeping policies. The matter shall be considered closed.

Where the Respondent is a Student, the DHR Administrator/Title IX Coordinator shall inform the Student Conduct Administrator of the outcome of the Early Resolution process, including any Interim Remedies afforded to the Complainant. Where the Respondent is an Employee, Human Resources or Academic Affairs shall be informed as appropriate.

If resolution is not reached, the Campus shall promptly notify the Complainant and, where applicable, the Respondent in writing that the Early Resolution process is terminated, and the termination effective date. The DHR Administrator/Title IX Coordinator shall also determine whether the matter is appropriate for investigation, and so notify the parties in writing. The Complainant shall be provided written notification of the right to file a Complaint pursuant to Article III, C.

4. **Confidentiality.** Other than consulting with their respective Advisors, both the Complainant and the Respondent shall keep the details of the Early Resolution process confidential until the process is concluded. If the matter is not resolved and an investigation is conducted, the Complainant and the Respondent shall maintain confidentiality until the conclusion of the Campus investigation and CO Appeal Review process, if any.
 5. **Termination of Early Resolution Process.** The Complainant shall be notified that the Complainant or the Campus may at any time elect to terminate the Early Resolution process. In that event, the DHR Administrator/Title IX Coordinator shall promptly notify the Complainant and the Respondent in writing that the Early Resolution process has terminated, the effective date thereof, and inform the Complainant of the right to file a Complaint pursuant to Article III, C. The DHR Administrator/Title IX Coordinator shall also determine whether the matter is appropriate for investigation, and so notify the parties in writing.
- C. **Campus Investigation Process.** Campuses will investigate Complaints of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking unless an Early Resolution is reached, whether or not a written Complaint is submitted. The DHR Administrator/Title IX Coordinator will determine whether to open an investigation after making a preliminary inquiry into the allegations. An investigation may not be warranted where the reported information is insufficient. These determinations will be documented in writing by the DHR Administrator/Title IX Coordinator, and maintained in accordance with systemwide records retention policies.

In cases where the Complainant does not want to pursue an investigation, the DHR Administrator/Title IX Coordinator should inform the Complainant that the ability to take corrective action may be limited. The Campus may determine that circumstances warrant initiating an investigation even if a Complaint has not been filed and independent of the intent or wishes of the Complainant. In cases involving Sexual Misconduct, Dating or Domestic Violence, or Stalking, when determining whether to go forward with an investigation, the Title IX Coordinator should consider the seriousness of the allegation(s), the age of the Complainant, whether there have been other Complaints against the Respondent, and the risk to the Campus community if the Respondent's alleged conduct remains unaddressed. These determinations will be documented in writing by the DHR Administrator/Title IX Coordinator, and maintained in accordance with systemwide records retention policies.

1. **Filing a Complaint.** Any Employee or Third Party may file a Complaint reporting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking under this policy subject to the following exceptions:
 - a. Complaints of Student employees that arise out of their status as a Student. Such Complaints

shall be governed by Executive Order 1097 or any superseding executive order.

- b. Complaints against a president shall be filed with the Chancellor's Office (CO). However, Complaints against a president shall be processed by the Campus if the president's role in the alleged incident was limited to a decision on a recommendation made by another administrator, and the president had no other substantial involvement in the matter.
 - c. For Complaints against CO employees, the responsibilities identified in this Executive Order as those of the president are the responsibilities of the chancellor. Complaints that involve allegations against the chancellor or a member of the Board of Trustees shall be referred to the chair or vice chair of the Board and the CO Title IX Coordinator for processing and investigation.
2. **Complaint Requirements.** The Complainant may submit a written Complaint to the DHR Administrator or Title IX Coordinator. The date the Complaint is received in the appropriate office shall be deemed to be the Complaint filing date. The DHR Administrator/Title IX Coordinator shall offer reasonable accommodations to Complainants who are unable to submit a written Complaint because of a qualified Disability.

The Complainant may complete the attached "CSU Complaint Form" or, in the alternative, submit a written signed statement containing the following information:

- a. The Complainant's full name, address (including email address) and telephone number(s);
 - b. The name of the Respondent and job title, position or Student status, if known;
 - c. The Protected Status that is the basis for any alleged Discrimination, Harassment, or Retaliation, the Respondent's activity that is the basis for the alleged Retaliation, or whether Dating or Domestic Violence, or Stalking is alleged;
 - d. A clear, concise statement of the facts that constitute the allegations including pertinent date(s) and sufficient information to identify any individuals who may provide relevant information during the course of any investigation;
 - e. A statement verifying that the information provided is true and accurate to the best of the Complainant's knowledge;
 - f. The day, month and year of the Complainant's most recent employment or the day, month and year in which the Complainant applied for employment with the University;
 - g. The full name, address and telephone number of the Complainant's Advisor, if any;
 - h. The specific harm resulting from the allegations;
 - i. The specific remedy sought;
 - j. The Complainant's signature; and,
 - k. The date on which the Complaint is submitted.
3. **Intake interview.** The DHR Administrator or Title IX Coordinator shall meet with the Complainant as soon as possible, but no later than **10 Working Days** after the Complaint was received. The Complainant shall be available for and attend this meeting.
- a. The meeting shall serve as the initial intake interview with the Complainant and will:
 - i. Explain the investigation procedure and timelines and answer any questions about them;
 - ii. Inform the Complainant of rights and options under this Executive Order, including the right to have an Advisor throughout the process;

- iii. Provide the opportunity for the Complainant to complete and sign a Complaint form, if not already done; and,
 - iv. Discuss reasonable Interim Remedies, as appropriate.
- b. In cases alleging Sexual Misconduct, Dating or Domestic Violence, or Stalking, the Title IX Coordinator shall also:
- i. Inform the Complainant of the right to file a criminal complaint;
 - ii. Offer to assist the Complainant with filing a criminal complaint;
 - iii. Assure the Complainant that such filing will not significantly delay the Campus investigation;

Advise the Complainant of available resources such as the Campus police, Campus Sexual Assault Victim's Advocate, student health service center or psychological counseling center; and

- iv. Provide **written** information, as directed under Executive Order 1095, to any Complainant who makes a report to the Campus of Sexual Misconduct, Dating or Domestic Violence, or Stalking.
- c. Prior to or during the initial interview with the Respondent, the DHR Administrator or Title IX Coordinator shall:
- i. Explain the investigation procedure and timelines and answer any questions about them;
 - ii. Inform the Respondent of rights and options under this Executive Order, including the right to have an Advisor throughout the process;
 - iii. Provide the Respondent with a copy of this Executive Order;
 - iv. Provide the Respondent with a description of the Complainant's allegations against the Respondent;
 - v. Provide the Respondent a full opportunity to respond to the allegations, including scheduling other meeting(s), accepting documentary evidence, and accepting Respondent's list of potential witnesses; and,
 - vi. Discuss any Interim Remedies, as appropriate.
4. **Advisor.** The Complainant and the Respondent may elect to be accompanied by an Advisor to any meeting or interview regarding the Complaint. (See definition in Article VI.)
5. **Confidentiality.** Information regarding the Complaint may be shared on a "need to know" basis with other Campus Employees, and with law enforcement (with the Complainant's written consent), except for some limited exceptions. (See Executive Order 1095.) The DHR Administrator and/or Title IX Coordinator shall endeavor to honor any request for confidentiality; however, the DHR Administrator and/or Title IX Coordinator shall also weigh requests for confidentiality against the University's duty to provide a safe and nondiscriminatory environment for all members of the Campus community. **Confidentiality, therefore, cannot be ensured.**

The Title IX Coordinator receives all Complainant requests for confidentiality involving cases of Sexual Misconduct, Dating or Domestic Violence, or Stalking, and determines if the request can be honored under the facts and circumstances of the particular case. (See Executive Order 1095.)

6. **Complaint Accepted for Investigation.** The DHR Administrator or Title IX Coordinator will review all written Complaints and the information received during the intake interview with the Complainant. If the DHR Administrator or Title IX Coordinator determines that the Complaint falls within the scope of this Executive Order, the Complainant will be notified within **10 Working Days** that the Complaint has been accepted for investigation and the timeline for completion of the investigation.

If the DHR Administrator or Title IX Coordinator determines the Complainant has failed to state a Complaint within the scope of this Executive Order, the Complainant will be provided with written notice of this determination with **10 Working Days**. The DHR Administrator or Title IX Coordinator will also inform the Complainant that if additional information is provided, the Complaint will be reviewed again. The DHR Administrator or Title IX Coordinator will maintain a record of the Complaint and the reasons the Complaint was deemed not within the scope of this Executive Order.

The DHR Administrator or Title IX Coordinator shall determine whether the Complaint should be processed through another Campus office or University procedure available to the Complainant. If appropriate, the DHR Administrator or Title IX Coordinator shall direct the Complainant to that procedure as soon as possible.

7. **Investigation Procedure.** The DHR Administrator or Title IX Coordinator shall promptly investigate the Complaint or assign this task to another Investigator on a case-by-case basis. If assigned to another Investigator, the DHR Administrator or Title IX Coordinator shall monitor, supervise, and oversee all such delegated tasks, including reviewing all investigation draft reports before they are final to ensure that the investigation was sufficient, appropriate, impartial, and in compliance with this Executive Order.

The Complainant and the Respondent shall have equal opportunities to present relevant witnesses and evidence in connection with the investigation. Upon inquiry, the Complainant and Respondent shall be advised of the status of the investigation.

Before reaching a final conclusion or issuing a final investigation report, the Investigator shall have: a) advised the Parties or have offered to do so, verbally or in writing, of any evidence upon which the findings will be based; and, b) given the Parties an opportunity to respond to the evidence, including presenting further relevant evidence, information or arguments that could affect the outcome. The Investigator will not reach a final conclusion or issue an investigation report until giving careful consideration to any such relevant evidence, information or arguments provided by the Parties. The Investigator retains discretion and authority to determine relevance.

The investigation shall be completed no later than **60 Working Days** after the intake interview, unless the timeline has been extended pursuant to Article V. E. The timeline should not be extended for a period longer than an additional **30 Working Days** from the original due date.

On occasion, a criminal investigation may be initiated by a law enforcement agency over the same allegations that are reported in a Complaint filed under this policy. A pending (Campus or local) police investigation is a separate investigation and it does not relieve a Campus of its responsibility to timely investigate Complaints under this policy. Thus, a Campus may not wait until the conclusion of a police investigation to commence its own investigation. Although it may be necessary to temporarily delay the investigation while the police are gathering evidence, once notified that the police have completed the fact gathering portion of their investigation, the Campus must promptly

resume and complete its own investigation. In cases involving Sexual Misconduct, Dating or Domestic Violence, or Stalking, see the "Coordination with Criminal Investigations and Proceedings" section of Executive Order 1095.

8. **Investigation Report.** Within the investigation period stated above, the Investigator shall prepare an investigation report. The report shall include a summary of the allegations, the investigation process, the Preponderance of the Evidence standard, a detailed description of the evidence considered, and appropriate findings. Relevant exhibits and documents, if any, shall be attached to the written report. The report shall be promptly provided to the DHR Administrator or Title IX Coordinator, if applicable. The DHR Administrator or Title IX Coordinator shall review the investigation report to assure compliance with this Executive Order before proceeding further.
9. **Notice of Investigation Outcome.** Within **10 Working Days** of issuance of the final investigation report, the DHR Administrator or Title IX Coordinator shall notify the Complainant and Respondent in writing of the outcome of the investigation. The Notice shall include a summary of the allegations, the investigative process, the Preponderance of the Evidence standard, the evidence considered, the findings of fact, a determination as to whether this Executive Order was violated, and if so, any Remedies to be afforded to the Complainant. The notice shall advise the Complainant and Respondent of their right to file an appeal under this Executive Order and to request a copy of the final investigation report with exhibits/attachments, if any, redacted as appropriate. The Notice shall be delivered to the Parties in a manner which guarantees delivery within **2 Working Days** (email delivery is acceptable).

Where a Complaint is made against a Student and this Executive Order is found to have been violated, the DHR Administrator or Title IX Coordinator shall also notify the Campus Student Conduct Administrator of the investigation outcome, and provide a copy of the investigation report. Where the Respondent is an Employee, Human Resources or Academic/Faculty Affairs shall be notified and provided a copy of the investigation report.

Article IV. Appeal Review - Office of the Chancellor (CO)

[NOTE: ARTICLE IV OF THIS EXECUTIVE ORDER DOES NOT APPLY IN CASES (I) ALLEGING SEXUAL MISCONDUCT BY A STUDENT THAT, (II) IF SUBSTANTIATED, COULD RESULT IN A SEVERE SANCTION (SUSPENSION OR EXPULSION), AND (III) WHERE CREDIBILITY OF ANY PARTY OR WITNESS IS CENTRAL TO THE FINDING. SEE [ADDENDUM -- INVESTIGATION AND HEARING PROCESS – FOR STUDENTS ACCUSED OF SEXUAL MISCONDUCT.](#)]

- A. **Filing an Appeal to the CO.** Any Complainant or Respondent who is not satisfied with a Campus investigation outcome may file an appeal with the CO no later than **10 Working Days** after the date of the Notice of Investigation Outcome.
- B. **Written Appeal.** The appeal shall be in writing and shall be based only on one or more of the appeal issues listed below:
 1. The investigation outcome is unsupported by the evidence, based on the Preponderance of the Evidence standard;
 2. Prejudicial procedural errors impacted the investigation outcome to such a degree that the investigation did not comply with this Executive Order; or

3. New evidence not available at the time of the investigation.

C. **Issues and Evidence on Appeal.** The issues and evidence raised on appeal shall be limited to those raised and identified during the investigation, unless new evidence becomes available after the Campus investigation process and is made part of the appeal by the appealing party. The CO may conduct an interview, at the CO's discretion, with the appealing party to clarify the written appeal. Appeals shall be addressed to:

Equal Opportunity and Whistleblower Compliance Unit
Systemwide Human Resources
Office of the Chancellor
401 Golden Shore, 4th Floor
Long Beach, California 90802
eo-wbappeals@calstate.edu

D. **Acknowledgement of Appeal.** The CO shall provide prompt written acknowledgement of the receipt of the appeal to the appealing party, and will provide written notification of the appeal to the other party and the Campus DHR Administrator or Title IX Coordinator.

E. **Reasonable Accommodation.** The CO will provide reasonable accommodation(s) to any party or witness in the appeal process with a qualified Disability upon request by the person needing the accommodation. A reasonable accommodation may include an extension under these procedures. The timeframe for the CO Appeal Response will automatically be adjusted for the time needed, if any, to provide reasonable accommodation(s).

F. **Scope of CO Review.** The CO review will not involve a new investigation by the CO and will not consider evidence that was not introduced during the Campus investigation, unless the new evidence was not available at the time of the Campus investigation process. The CO may make reasonable inquiries to determine if the new evidence could have affected the investigation determination. If the CO review determines the investigation should be reopened to cure any defects in the investigation and/or consider new evidence introduced for the first time on appeal (that could have affected the investigation determination), the investigation will be remanded back to the Campus and the investigation reopened at the Campus level.

G. **Reopening a Campus Investigation.** The CO will return the matter to the Campus and will specify in writing the timeline by which a reopened investigation must be completed. The CO will notify the Parties of the reopening of the investigation and the timeline for completion of the reopened investigation. The Campus will complete the reopened investigation and provide the CO with an amended investigation report. The Campus will also provide the Parties with amended Notices of Investigation Outcome, and such Notices will provide the Parties the opportunity to appeal any new or amended findings, in accordance with this Executive Order. Upon receipt of the amended investigation report, the CO will contact the appealing party to determine whether that party wishes to continue with the appeal.

H. **Timeline.** The CO shall respond to the appealing party no later than **30 Working Days** after receipt of the written appeal unless the timeline has been extended as specified in Article V. E below.

I. **CO Appeal Response.** The CO Appeal Response shall include a summary of the issues raised on appeal, a summary of the evidence considered, the Preponderance of the Evidence standard, and the determination(s) reached regarding the issue(s) identified within the written appeal. A copy of the final CO Appeal Response shall be forwarded to the Complainant and Respondent, as well as the Campus DHR Administrator or Title IX Coordinator.

The CO Appeal Response is final and concludes the Complaint and CO review process under this Executive Order.

Article V. General Provisions for Campus Investigation/CO Appeal Review

- A. **Impartial Investigations.** All investigations and reviews shall be conducted impartially and in good faith.
- B. **Cooperation in an Investigation.** Students and Employees are required to cooperate with the investigation and other processes set forth in this Executive Order, including but not limited to, attending meetings, being forthright and honest during the process, and keeping confidential the existence and details of the investigation/review. If a Complainant and/or Respondent refuse to cooperate, the CSU may draw all reasonable inferences and conclusions on the basis of all available evidence and conclude the investigation/review.
- C. **False Allegations Prohibited.** A Complainant shall proceed with a Complaint in good faith. A Complainant who knowingly and intentionally files a false Complaint or any individual who is determined to have provided false statements or information during the investigation/appeal review shall be subject to discipline in accordance with applicable collective bargaining agreements, CSU policies, and legal requirements (e.g., Education Code Section 89530 et seq.). Such disciplinary action shall not be deemed to be Retaliation.
- D. **Input into the Investigation.** Both the Complainant and Respondent shall have the right to identify witnesses and other evidence for consideration; however, the CSU shall decide what evidence is relevant and significant to the issues raised.
- E. **Timelines and Extensions.** The timeline for the procedures contained within this Executive Order may be extended for any reason deemed to be legitimate by the Campus Investigator/CO Appeal reviewer or by mutual agreement of the Parties. The timelines stated within this Executive Order will be automatically adjusted for a reasonable time period that should not exceed an additional **30 Working Days** for a Campus investigation or an additional **30 Working Days** for a reopened Campus investigation under Article IV. The Complainant and Respondent shall receive written notification of any period of extension.
- F. **Delivery.** When submitting a Complaint or issuing any notices required by this Executive Order, personal delivery, overnight delivery services, electronic mail, or certified mail may be used. If personal delivery is used, a proof of service shall be prepared attesting to the calendar date of delivery, which will establish the date of filing or response. If certified mail delivery is used, the postmark shall establish the date of filing or response. Electronic communications must be sent to the designated CSU or Campus e-mail address unless the intended recipient has specified a different address. Electronic communications will be deemed received on the date sent.
- G. **Investigation Not Warranted.** In the event that a Campus determines an investigation is not warranted, the reasons for that decision shall be reduced to writing and retained by the Campus according to appropriate record retention policies.
- H. **Information Requests.** Where it is necessary for the Complainant or Respondent to have access to specific information for the purpose of filing a Complaint or CO Appeal, the Complainant or Respondent shall make a written request for such information to the Campus. The Complainant or Respondent shall have access to information within the policies, procedures and laws governing confidentiality and privacy that are relevant to any issue raised in the Complaint. This provision does not authorize a Complainant or

Respondent access to the personnel files of another without the written consent of that person.

- I. **Employee Rights.** Nothing contained herein is intended or should be construed to interfere with an Employee's right to consult with a representative.
- J. **Release Time.** Taking into account campus operational needs, CSU shall provide the Complainant and Advisor, if any, reasonable release time for preparing and presenting the Complaint upon their request.

Taking into account campus operational needs, CSU shall provide Unit 3 and 4 Complainants and any Advisor (who is in the same bargaining unit) with reasonable release time for preparing and presenting the Complaint upon request. Taking into account campus operational needs, CSU shall provide to any Advisor to Unit 3 or 4 Respondents reasonable release time for the purposes of providing advice to the Respondent under this Executive Order, where both the Respondent and Advisor are in the same bargaining unit.

- K. **External Remedies.** A Complainant may choose to pursue remedies with outside government agencies at any time without waiting for the conclusion of the CSU Complaint process under this Executive Order.

Article VI. Definitions

For purposes of this Executive Order, the following definitions apply:

- A. **Adverse Action** means an action that has a substantial and material adverse effect on the Complainant's employment or ability to participate in a University program or activity free from Discrimination, Harassment or Retaliation. Minor or trivial actions or conduct not reasonably likely to do more than anger or upset a Complainant does not constitute an Adverse Action.
- B. **>Advisor:** The Complainant and the Respondent may each elect to be accompanied by an Advisor to any meeting or interview regarding the allegations. The Advisor may be anyone, including a union representative from the Complainant's or Respondent's collective bargaining unit, an attorney, or, in the case of the Complainant, a Sexual Assault Victim's Advocate, provided the Advisor is not a person with information relevant to the allegations who may be interviewed by the Investigator during the investigation. The Advisor may not answer questions regarding the subject matter of the investigation for the Complainant or the Respondent. However, the Advisor may observe and consult with the Complainant or Respondent and take appropriate action to ensure that the investigation does not violate applicable laws, policies, or collective bargaining agreements.
- C. **Affirmative Consent** means an informed, affirmative, conscious, voluntary, and mutual agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that Affirmative Consent has been obtained from the other participant(s) to engage in the sexual activity. Lack of protest or resistance does not mean consent nor does silence mean consent.

Affirmative Consent can be withdrawn or revoked. Affirmative Consent cannot be given by a person who is incapacitated.

A person with a medical or mental Disability may also lack the capacity to give consent.

Sexual activity with a minor (under 18 years old) is never consensual because a minor is considered incapable of giving legal consent due to age.

See Article I. E. for more information.

- D. **Age**, with respect to employment discrimination, refers to the chronological age of any individual who has reached his or her 40th birthday.⁹ With respect to discrimination in non-employment programs and activities, Age means how old a person is, or the number of years from the date of a person's birth.¹⁰ Age based stereotype refers to generalized opinions about matters including the qualifications, job performance, health, work habits, and productivity of individuals over forty. Age is a Protected Status.
- E. **Calendar Days** are defined as Monday through Sunday and include official holidays.
- F. **California State University (CSU)** means the 23 Campus system of the California State University, including the CO.
- G. **Campus or University** means **any** of the 23 Campuses of the CSU or the CO.
- H. **CO Appeal Response** refers to the decision provided to the Complainant and the Respondent upon completion of the appeal process provided under Article IV.
- I. **Complainant** means an individual who is eligible to file a Complaint or report a violation of this policy. See Article III. A for a description of those eligible to file a Complaint. It also includes any person who is reported to have **experienced** a violation of this policy in cases where some other person has made a report on that person's behalf. A Complainant may also be referred to as a party to the Complaint.
- J. **Complaint** means a report of a violation of this policy or a written communication that complies with Article III. C. 2 alleging Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking, against the CSU, an Employee, a Student, or a Third Party.
- K. **Dating Violence** is abuse committed by a person who is or has been in a social or dating relationship of a romantic or intimate nature with the victim.¹¹ This may include someone the victim just met; i.e., at a party, introduced through a friend, or on a social networking website. For purposes of this definition, "abuse" means intentionally or recklessly causing or attempting to cause bodily injury or placing another person in reasonable apprehension of imminent serious bodily injury to self, or another. Abuse does not include non-physical, emotional distress or injury.
- L. **DHR (Discrimination, Harassment, and Retaliation) Administrator** means the Management Personnel Plan (MPP) Employee at each Campus who is designated to administer this Executive Order and coordinate compliance with the laws prohibiting Discrimination, Harassment and Retaliation. The DHR Administrator may delegate tasks to one or more designees, provided that any designee shall be a MPP Employee or an external consultant, and the DHR Administrator retains overall responsibility and authority. **MPP Employee** means an employee who has been designated as a "management" or "supervisory" employee under the provisions of the Higher Education Employer-Employee Relations Act.¹² The Campus president may assign the roles of the DHR Administrator and Title IX Coordinator to the same person. The names of, and contact information for the DHR Administrator and Title IX Coordinator shall be made readily available to the Campus community and Third Parties as described in Article II.
- M. **Disability**, as defined in California Government Code § 12926 and the federal Americans with Disabilities Act (ADA), 2008 Amendments, means:
Having a physical or mental condition that limits a major life activity. "Limits" means making the achievement of a major life activity difficult. "Limits" is determined without regard to mitigating

measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity. A "major life activity" is broadly construed and includes physical, mental, and social activities (such as walking, talking, seeing, hearing) and working; or

Having a known history of a qualifying impairment; or

Being regarded or treated as having or having had such an impairment that has no presently disabling effects but may become a qualifying impairment in the future.

Disability includes HIV and AIDS. Disability is a Protected Status.

- N. **Discipline** means any disciplinary action taken to correct a violation of the prohibitions against Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking set forth in this Executive Order. Discipline for Employees includes, but is not limited to, suspension, demotion and termination of employment. Discipline for Students includes, but is not limited to, probation, suspension and expulsion. Suspension of one academic year or more, expulsion, withdrawal in lieu of suspension or expulsion, and withdrawal with pending misconduct investigation or disciplinary proceeding shall be entered on the Student's transcript permanently without exception; this requirement cannot be waived in connection with any settlement agreement. See the definition of Remedies below
- O. **Discrimination** means Adverse Action taken against an Employee or Third Party by the CSU, a CSU employee or a **Student**, because of a Protected Status.
- P. **Domestic Violence** is abuse committed against someone who is a current or former spouse; current or former cohabitant; someone with whom the Respondent has a child; someone with whom the Respondent has or had a dating or engagement relationship; or a person similarly situated under California domestic or family violence law. Cohabitant means two unrelated persons living together for a substantial period of time, resulting in some permanency of relationship. It **does** not include roommates who do not have a romantic, intimate, or sexual relationship. Factors that may determine whether persons are cohabiting include, but are not limited to: (1) sexual relations between the Parties while sharing the same living quarters; (2) sharing of income or expenses; (3) joint use or ownership of property; (4) whether the Parties hold themselves out as spouses; (5) the continuity of the relationship; and, (6) the length of the relationship. For purposes of this definition, "abuse" means intentionally or recklessly causing or attempting to cause bodily injury or placing another person in reasonable apprehension of imminent serious bodily injury to self, or another.¹³ Abuse does not include non-physical, emotional distress or injury.
- Q. **Employee** means a person legally holding a position in the CSU. This term includes full-time, part-time, permanent, tenured, probationary, temporary, intermittent, casual, and per-diem positions. This term does not include auxiliary or foundation Employees or other Third Parties.¹⁴
- R. **Gender** means sex, and includes Gender Identity, Gender Expression, and transgender. It also includes sex stereotyping.¹⁵

Sex includes, but is not limited to, pregnancy, childbirth, breastfeeding or any related medical condition(s).¹⁶

Gender Identity means a person's identification as male, female, a gender different from the person's sex at birth, or transgender.

Gender Expression means a person's gender-related appearance or behavior whether or not stereotypically associated with the person's assigned sex at birth.

Sex stereotype means an assumption about a person's appearance or behavior or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex.

Transgender is a general term that refers to a person whose gender identity differs from the person's sex at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as transsexual.

Gender is a Protected Status.

S. **Genetic Information** means¹⁷:

The person's genetic tests.

The genetic tests of the person's family members.

The manifestation of a disease or disorder in the person's family members.

Any request for, or receipt of genetic services, or participation in clinical research that includes genetic services, by a person or any person's family member.

Genetic Information does not include information about the sex or age of any person.

Genetic Information is a Protected Status.

T. **Harassment** means unwelcome conduct engaged in because of a Complainant's Protected Status and:

Submission to, or rejection of, the conduct is made a term or condition of the Complainant's employment; **or**

Submission to or rejection of such conduct by the Complainant is used as the basis or threatened to be used as the basis for employment actions or decision affecting the Complainant; **or**

The conduct is sufficiently severe 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 intimidating, hostile or offensive.

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.)

U. **Investigator** means the person tasked by a Campus with investigating a Complaint. All Investigators shall receive annual training regarding such issues as the laws governing Discrimination, Harassment and Retaliation; Title IX and VAWA/Campus SaVE Act; as well as other related state and federal laws prohibiting Discrimination, Harassment and Retaliation based on Gender or Sex, including Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating and Domestic Violence, and Stalking; Complainant, Respondent, Employee, and witness privacy rights; and the Family Educational Rights and Privacy Act of 1974 (FERPA). For matters involving Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating or Domestic

Violence, or Stalking, the Investigator shall also receive annual training on how to conduct an investigation process that protects the safety of the Complainant(s) and the University community. (See also Executive Order 1095 regarding required training for Sexual Harassment and Sexual Misconduct investigations.)

If delegated, the DHR Administrator or the Title IX Coordinator (for Complaints alleging Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating or Domestic Violence, or Stalking) shall monitor, supervise, and oversee the investigation to ensure that it is conducted in accordance with the standards, procedures and timelines set forth in this policy.

The Investigator shall not be within the administrative control or authority of any Respondent CSU Employee. The Investigator may be the DHR Administrator, the Title IX Coordinator, or their designee, provided that any designee shall be a MPP Employee or an external consultant.

- V. **Marital Status means** an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state. ¹⁸

Marital Status is a Protected Status.

- W. **Medical Condition** means either of the following:

Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or

Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following:

Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder; or

Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.¹⁹

Medical Condition is a Protected Status.

- X. **Nationality** includes citizenship, country of origin, and national origin.²⁰ It also includes language use restrictions and holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code.

Nationality is a Protected Status.

- Y. **Parties** to a Complaint are the Complainant(s) and the Respondent(s).

- Z. **Preponderance of the Evidence** means the greater weight of the evidence; i.e., that the evidence on one side outweighs, preponderates over, or is more than, the evidence on the other side. The Preponderance of the Evidence is the applicable standard for demonstrating facts and reaching conclusions in an investigation conducted pursuant to this Executive Order.

- AA. **Protected Status** includes Age, Disability (physical or mental), Gender (or sex), Genetic Information, Gender Identity (including transgender), Gender Expression, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion or Religious Creed, Sexual Orientation, and Veteran or Military Status.

BB. **Race or Ethnicity** includes ancestry, color, ethnic group identification, and ethnic background.²¹

Race or Ethnicity is a Protected Status.

CC. **Religion or Religious Creed** includes all aspects of religious belief, observance, and practice, including religious dress and grooming practices, and includes agnosticism and atheism. Religious dress and grooming practices, such as wearing religious clothing, head or face covering, jewelry, and artifacts, are part of a Complainant's religious observance or belief.²² Religion or Religious Creed is a Protected Status.

DD. **Remedies** means actions taken to correct allegations and/or reported violations of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking as set forth in this Executive Order. Remedies can include Discipline or other corrective action.

Interim Remedies shall be offered prior to the conclusion of an investigation in order to immediately stop any wrong-doing and/or reduce or eliminate any negative impact, when appropriate. Persons reporting that they have been the victim of Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating or Domestic Violence, or Stalking must be provided reasonable and available Interim Remedies, if requested, regardless of whether the person chooses to report the conduct to Campus police or local law enforcement, and regardless of whether an investigation is conducted under this Executive Order. Examples may include offering the option of psychological counseling services, changes to work area, work assignments, or supervisory reporting relationship, or any measure as appropriate to stop further alleged harm until an investigation is concluded or a resolution is reached. The Title IX Coordinator shall assist and provide the Complainant with reasonable Remedies as requested throughout the reporting, investigation, appeal, and disciplinary processes, and thereafter.

EE. **Respondent** means the CSU, a CSU Employee, a Student, or a Third Party who is alleged to have violated this Executive Order.

FF. **Retaliation** means Adverse Action taken against a person because the person has or is believed to have:
Exercised rights under this Executive Order;
Reported or opposed conduct which was reasonably and in good faith believed to be in violation of this Executive Order;
Assisted or participated in a policy-related investigation/proceeding regardless of whether the Complaint was substantiated; or,
Assisted someone in reporting or opposing a violation of this Executive Order, or assisted someone in reporting or opposing Retaliation under this Executive Order.

Retaliation may occur whether or not there is a power or authority differential between the individuals involved.

GG. **Sexual Assault Victim's Advocate** refers to Employees or third party professionals appointed to support Complainants reporting Sexual Misconduct. They must be certified and have received specialized training to provide advice and assistance, including, but not limited to, the provision of information about available options in the Complaint, law enforcement, legal, and medical processes, and with emotional and decision making support. Sexual Assault Victim Advocates may serve as the Complainant's Advisor and assist in seeking services. They are committed to maintain the highest possible level of confidentiality permissible under state and federal law in

their communications with the persons they assist.²³ Sexual Assault Victim's Advocates are appointed based on experience and demonstrated ability to effectively provide services to victims/survivors/Complainants. (See Executive Order 1095 for more detailed information.)

- HH. **Sexual Harassment**, a form of Sex Discrimination, is unwelcome verbal, nonverbal or physical conduct of a sexual nature that includes but is not limited to sexual advances, requests for sexual favors, any other conduct of a sexual nature, offering employment benefits or giving preferential treatment in exchange for sexual favors, or indecent exposure, where:
1. 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**
 2. 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 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 the work environment.

Sexual Harassment also includes acts of verbal, non-verbal or physical aggression, intimidation or hostility based on Gender or sex-stereotyping, even if those acts do not involve conduct of a sexual nature.

This policy covers unwelcome conduct of a sexual nature. While romantic, sexual, intimate, personal or social relationships between members of the University community may begin as consensual, they may evolve into situations that lead to Sexual Harassment or Sexual Misconduct, including Dating or Domestic Violence, or Stalking, subject to this policy.

Claiming that the conduct was not motivated by sexual desire is not a defense to a complaint of harassment based on Gender.

- II. **Sexual Misconduct**: All sexual activity between members of the 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.

Sexual activity includes, but is not limited to, kissing, touching intimate body parts, fondling, intercourse, penetration of any body part, and oral sex. It also includes any unwelcome physical sexual acts, such as unwelcome sexual touching, Sexual Assault, Sexual Battery, Rape, and Dating Violence. Sexual Misconduct may include using physical force, violence, threat, or intimidation, ignoring the objections of the other person, causing the other person's intoxication or incapacitation through the use of drugs or alcohol, or taking advantage of the other person's incapacitation (including voluntary intoxication) to engage in sexual activity. Men as well as women can be victims of these forms of Sexual Misconduct. Sexual activity with a minor is never consensual when the Complainant is under 18 years old, because the minor is considered incapable of giving legal consent due to age.

1. **Sexual Assault** is a form of Sexual Misconduct and is an attempt, coupled with the ability, to commit a violent injury on the person of another because of that person's Gender or sex.²⁴
2. **Sexual Battery** is a form of Sexual Misconduct and is any willful and unlawful use of force or

violence upon the person of another because of that person's Gender or sex as well as touching an intimate part of another person against that person's will and for the purpose of sexual arousal, gratification, or abuse.²⁵

3. **Rape** is a form of Sexual Misconduct and is non-consensual sexual intercourse that may also involve the use of threat of force, violence, or immediate and unlawful bodily injury or threats of future retaliation and duress. Any sexual penetration, however slight, is sufficient to constitute Rape. Sexual acts including intercourse are considered non-consensual when a person is incapable of giving consent because the person is incapacitated from alcohol and/or drugs, is under 18 years old, or if a mental disorder or developmental or physical Disability renders a person incapable of giving consent. The Respondent's relationship to the person (such as family member, spouse, friend, acquaintance or stranger) is irrelevant. (See complete definition of Affirmative Consent above.)²⁶

4. **Acquaintance Rape** is a form of Sexual Misconduct committed by an individual known to the victim. This includes a person the victim may have just met; i.e., at a party, introduced through a friend, or on a social networking website. (See above for definition of Rape.)

JJ. **Sexual Orientation** means one's preference in sexual partners and includes heterosexuality, homosexuality, or bisexuality.²⁷

Sexual Orientation is a Protected Status.

KK. **Stalking** means engaging in a repeated 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.²⁸ For purposes of this definition:

1. **Course of Conduct** means two or more acts, including but not limited to, acts in which the stalker directly, indirectly, or through Third Parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property;

2. **Reasonable Person** means a reasonable person under similar circumstances and with the same Protected Status(es) as the Complainant;

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

LL. **Student** means an applicant for admission to the CSU, an admitted CSU Student, an enrolled CSU Student, a CSU extended education Student, a CSU Student between academic terms, a CSU graduate awaiting a degree, a CSU student currently serving a suspension or interim suspension, and a CSU Student who withdraws from the University while a disciplinary matter (including investigation) is pending.

MM. **Third Party** means a person other than an Employee or a Student. Examples include employees of auxiliary organizations²⁹, unpaid interns, volunteers, independent contractors, vendors, and their employees, and visitors.

NN. **Title IX** means Title IX of the Education Amendments of 1972.

OO. **Title IX Coordinator** means the Campus MPP Employee appointed by the Campus president to coordinate compliance with Title IX; VAWA/Campus SaVE Act; and other related state and federal laws prohibiting Discrimination, Harassment and Retaliation based on Gender or sex, including Sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating and Domestic Violence and Stalking. (See Executive Order 1095.)

- PP. **VAWA** means the Violence Against Women Reauthorization Act of 2013 (which amends the Jeanne Clery Disclosure of Campus Crimes Statistics Act, commonly known as the Clery Act) (20 U.S.C. 1092(f)), under its Campus Sexual Violence Elimination Act provision (Campus SaVE Act).
- QQ. **Veteran or Military Status** means service in the uniformed services. Veteran or Military Status may be a Protected Status.
- RR. **Working Days** are defined as Monday through Friday, excluding all official holidays or Campus closures at the Campus where the Complaint originated or at the CO where an Appeal is reviewed.

COPY

ADDENDUM TO CSU EXECUTIVE ORDERS

1096, 1097 & 1098 (Revised March 29, 2019)

INVESTIGATION AND HEARING PROCESS – FOR STUDENTS

ACCUSED OF SEXUAL MISCONDUCT

This Addendum, entitled “Investigation and Hearing Process — For Students Accused of Sexual Misconduct,” **supersedes Article III.C.7-9 and Article IV of California State University Executive Order 1096 (Revised October 5, 2016); Article III.B.7-9 and Article IV of California State University Executive Order 1097 (Revised October 5, 2016); and Article IV of California State University Executive Order 1098 (Revised June 23, 2015), and applies to Complaints alleging Sexual Misconduct committed by a Student Respondent.**³⁰

Article I. Scope of this Addendum

This Addendum **supersedes** the existing investigation and resolution process under Article III.C.7-9 and Article IV of EO 1096 (Revised March 29, 2019); Article III.B.7-9 and Article IV of EO 1097 (Revised March 29, 2019); and Article IV of EO 1098 (Revised March 29, 2019) (sanctions) for cases (i) alleging Sexual Misconduct by a Student that, (ii) if substantiated, could result in a severe sanction (suspension or expulsion), **and** (iii) where credibility of any Party or witness is central to the finding.³¹ Allegations of other misconduct set forth in the same Complaint that arise out of the same facts and/or incidents will also be investigated and resolved (including sanctions) in accordance with this Addendum.

Article II. Investigation Procedure

The Title IX Coordinator will either promptly investigate the Complaint or assign this task to another Investigator. If assigned to another Investigator, the Title IX Coordinator will monitor, supervise, and oversee all such delegated tasks, including reviewing all investigation draft reports before they are final to ensure that the investigation is sufficient, appropriate, impartial, and in compliance with the relevant Executive Order, including this Addendum.

At the onset of the investigation, the Title IX Coordinator will simultaneously provide both Parties a Notice of Investigation. The Notice of Investigation will include:

1. a summary of the Complaint (e.g., “who,” “what,” “when,” and “where”);
2. a copy of, or internet link to, the relevant Executive Order, including this Addendum;
3. a description of the investigation and resolution procedure (including the right to hearing and appeal);
4. the estimated timeline for completion of the investigation;
5. a description of the University’s policy against Retaliation; and
6. information about the Parties’ right to an Advisor. The Complainant and Respondent will have equal opportunities to present relevant witnesses and evidence in connection with the investigation and at any hearing. Upon request, the Complainant and Respondent will be advised of the status of the investigation. If new allegations are raised during the investigation that are materially different from those described in the Notice of Investigation, a revised Notice of Investigation will be issued to the Parties.

Article III. Evidence

A. Gathering of Evidence. The Investigator will take reasonable steps to gather all relevant evidence from the Parties, other witnesses or other sources. The Investigator will document the steps taken to gather evidence, even when those efforts are not successful.

The Investigator will notify the Parties in writing that they may:

1. submit documentary information to the Investigator;
2. submit a list of potential witnesses to the Investigator; and/or
3. request that the Investigator attempt to collect documents and other information that are not reasonably accessible to the requesting Party.

B. Basis for Declining Request. The Investigator may decline a Party's request to gather information if:

1. the request seeks information about the Complainant's sexual history with anyone other than the Respondent (unless such evidence about the Complainant's sexual behavior is offered to prove that someone other than the Respondent committed the alleged misconduct, or if the evidence concerns specific incidents of the Complainant's sexual behavior with respect to the Respondent and is offered to prove consent);
2. the request seeks information about the Respondent's sexual history with anyone other than the Complainant unless such information is used to prove motive or pattern of conduct;
3. the request seeks information that is unreasonably duplicative of evidence in the Investigator's possession;
4. the Investigator determines that the information is not relevant to disputed issues;
5. the request seeks information that can be reasonably and adequately obtained by the requesting Party from other independent or publicly available sources;
6. the burden of obtaining the information is likely to substantially outweigh the benefit that the evidence bears on a disputed issue; or
7. the requested information can be reasonably obtained through other means less likely to intrude on a person's privacy.

In determining the relevance of evidence, consent to one form of sexual activity (or one sexual act) does not constitute consent to other forms of sexual activity, and consent given to sexual activity on one occasion does not constitute consent on another occasion.

Article IV. Review of Evidence

Before issuing a final investigation report (Final Investigation Report), the Investigator will share with the Complainant and Respondent a preliminary report of the evidence, along with all relevant evidence gathered as described above (Preliminary Investigation Report), redacted if and to the extent required by law. The Preliminary Investigation Report will: (a) describe the allegations; (b) identify the material facts – undisputed and disputed – with explanations as to why any material fact is disputed; and (c) describe the evidence presented and considered.

The Investigator may use discretion in determining how to provide access to the Preliminary Investigation Report with the Parties in light of the particular circumstances and any Party or witness privacy concerns. The

Preliminary Investigation Report will also identify any evidence offered by the Parties or any other witnesses that the Investigator concluded is not relevant to a material disputed fact, and will briefly explain why it is not relevant. Such evidence need not be attached to the report, but will be available for reasonable review upon request during the review of evidence process.

This process is collectively referred to as the “Review of Evidence.”

Each Party will be given a reasonable opportunity to respond to the list of disputed facts and evidence and ask questions. In particular, each Party may:

1. meet again with the Investigator;
2. identify additional disputed facts;
3. respond to the evidence in writing;
4. request that the Investigator ask specific questions to the other Party and other witnesses;
5. identify additional witnesses; and
6. request that the Investigator gather additional evidence.

The Investigator will share with the Parties the answers to questions posed during the Review of Evidence. If additional disputed material facts are identified or relevant evidence is gathered, it will be included in the Preliminary Investigation Report (or in a separate addendum) and shared with all Parties, who will be given a reasonable opportunity to respond to the new evidence and ask questions. The Investigator determines when it is appropriate to conclude the Review of Evidence.

Article V. Investigation Report, Pre-Hearing Disposition, and Scheduling of Hearing

1. The Final Investigation Report will include all of the information included in the Preliminary Investigation Report as well as additional relevant evidence received during the Review of Evidence. Any relevant documentary or other tangible evidence provided by the Parties or witnesses, or otherwise gathered by the Investigator will be attached to the Final Investigation Report as exhibits or otherwise made available for reasonable review by the Parties and at the hearing. Evidence offered by the Parties or any other witnesses that the Investigator concluded is not relevant to a material disputed fact will also be accessible to the Hearing Officer during the hearing.
2. Absent good cause (of which the Parties will receive written notice): (i) the investigation should be concluded within **90 Working Days** from the date that Notice of Investigation is provided to the Parties; and (ii) the Final Investigation Report should be completed and provided to the Parties within **10 Working Days** after the Review of Evidence has concluded. Any extensions will be granted, and notice to the Parties given, as set forth in Article V. E. of EO 1096 and EO 1097.
3. If assigned to another Investigator, the Title IX Coordinator will monitor, supervise, and oversee all delegated tasks, including reviewing all draft reports before they are finalized to ensure that the investigation was sufficient, appropriate, impartial, and in compliance with the relevant Executive Order, including this Addendum.
4. Within **10 Working Days** after the Parties have been provided the Final Investigation Report, the Parties will be informed of the timelines that will apply to the pre-hearing and hearing processes described in Article VII below.

Article VI. Early Resolution³²

If the Title IX Coordinator or either Party believes that it may be possible to resolve the Complaint in a prompt, fair, and reasonable manner without a hearing, the Title IX Coordinator may suggest that the Parties consider an Early Resolution subject to the following:

1. both Parties must agree to engage in the Early Resolution process;
2. any agreed-upon remedies and disciplinary sanctions will have the force and effect of sanctions imposed following a Hearing;
3. the terms of any resolution must be memorialized in writing and signed by the Parties and the Title IX Coordinator; and
4. the resolution will be final and not appealable by either Party.

Article VII. Pre-Hearing and Hearing Processes

1. The Student Conduct Administrator, Title IX Coordinator, or other appropriate Administrator (Hearing Coordinator) will be responsible for coordinating the hearing process. The Hearing Coordinator's duties will include: scheduling the hearing; notifying witnesses of the hearing; ensuring that the Hearing Officer is provided with appropriate materials including a copy of the report and any exhibits; coordinating videoconferencing (if necessary); and securing a location for the hearing. The Hearing Coordinator will also act as liaison between the Parties and the Hearing Officer on procedural matters.

2. The Parties will be given written notice of the date, time, and location of the hearing as well as the identity of the Hearing Officer. Notification of the hearing will be sent to the designated CSU campus e-mail address, unless the recipient has specifically requested in writing to the Hearing Coordinator that notice be given to a different e-mail address. Communications will be deemed received on the date sent. The hearing will not be set sooner than **15 Working Days** after the date of notice of hearing.

3. Timelines:

Hearing Officer

Any objections to an appointed Hearing Officer will be made in writing to the Hearing Coordinator within **5 Working Days** after notice of the identity of the Hearing Officer has been provided.

The objection must be based on an actual conflict of interest. A conflict of interest exists if the Hearing Officer has a personal relationship with one of the

Parties or witnesses or has demonstrated actual bias towards a Party or witness. The fact that a Hearing Officer has previously served as a Hearing Officer in university proceedings will not constitute a conflict of interest. The Hearing Coordinator will determine if a conflict of interest exists. In that event, the Parties will be notified in writing of the name of the new Hearing Officer. The date for the hearing may need to be rescheduled. Any objection to the new Hearing Officer will be made in accordance with this section.

Hearing Process

No later than **10 Working Days** before the hearing, each Party will:

- a. Provide to the Hearing Coordinator the name of, and contact information for, the Party's advisor and support person (if any);

- b. Make any requests to the Hearing Coordinator to consolidate pending cases for hearing;
- c. Provide to the Hearing Coordinator a proposed witness list that includes the names of, and current contact information for, that Party's proposed witnesses as well as an explanation of the relevance of each proposed witness's testimony and the disputed issue to which the witness's testimony relates. Absent extenuating circumstances, such witnesses should have been identified to the investigator during the investigation process, and referenced in the investigation report.

The Hearing Officer will make all determinations regarding pre-hearing matters, including witness participation and questions, and will promptly notify the Hearing Coordinator who, in turn, will promptly notify the Parties.

No later than **5 Working Days** before the hearing, the Hearing Coordinator will:

- a. Share a final witness list with the Parties.
- b. Notify each witness of the date, time and location of the hearing. Witnesses will be instructed to attend the hearing and to promptly direct any questions or concerns about their attendance at the hearing to the Hearing Coordinator.

No later than **5 Working Days** prior to the hearing, the Parties will submit a list of proposed questions to the Hearing Coordinator.

No later than **3 Working Days** before the hearing, the Parties will submit to the Hearing Coordinator any: (i) objections to, or questions about, the witness list or (ii) requests for permission to participate in the hearing remotely or out of the physical presence of the other Party. All communications will be in writing.

No later than **1 Working Day** before the hearing, the Hearing Officer will resolve all pending requests regarding participation at the hearing. The Hearing Coordinator will give prompt notice to the Parties (and witnesses) as appropriate.

The hearing is closed to all persons except the Parties; the Parties' respective Advisors; one support person per Party; appropriate witnesses while they are testifying; the Student Conduct Administrator; Title IX Coordinator; Hearing Officer; and Hearing Coordinator. A CSU administrator may also be present, but will not participate in the hearing. Campus police or a security officer may also be present if deemed appropriate or necessary by the Vice President for Student Affairs, Hearing Coordinator or Hearing Officer. The University will take reasonable steps to instruct witnesses employed by the University to attend the hearing, and to arrange for such witnesses to be available to attend, provided that such employee witnesses are timely identified to the Hearing Coordinator in accordance with this Executive Order.

4. The University will instruct Student witnesses to attend the hearing, provided that such Student witnesses are timely identified to the Hearing Coordinator in accordance with this Executive Order. Students who fail to comply may be subject to discipline, depending on the circumstances. The University will take reasonable steps to accommodate Student witnesses including arranging for them to be excused from class attendance, if necessary.

5. The hearing will commence with an overview of the hearing process given by the Hearing Officer, after which the Parties will be given an opportunity to ask questions about the hearing process. Generally, the Investigator or the Title IX Coordinator (if not the Investigator) will be the first witness and will describe the complaint, investigation process, and summarize the evidence. Each Party will be given an opportunity to

make an opening statement that will last no longer than 10 minutes. The Advisor and any support person are not permitted to make the opening statement or speak during the hearing. The Parties will not make closing statements.⁶

6. The Hearing Officer may ask questions of the Complainant, Respondent, Investigator, any University official (e.g., Title IX Coordinator or Student Conduct Administrator), and any witness.

- a. The Complainant and Respondent may be present at all times during the hearing unless the Hearing Officer determines that a Party should be excused for extraordinary circumstances.
- b. As set forth above, the Parties will give the Hearing Coordinator a written list of any questions that they would like the Hearing Officer to ask the witnesses. The Parties may also propose follow-up questions to the Hearing Officer during the hearing, at appropriate times designated by the Hearing Officer.
- c. The Hearing Officer will ask the questions proposed by the Parties except for questions that:
 - i. seek information about the Complainant's sexual history with anyone other than the Respondent (unless such evidence about the Complainant's sexual behavior is offered to prove that someone other than the Respondent committed the alleged misconduct);
 - ii. seek information about the Respondent's sexual history with anyone other than the Complainant, unless such information is used to prove motive or pattern of conduct;
 - iii. seek information that is unreasonably duplicative of evidence in the Hearing Officer's possession; or
 - iv. the Hearing Officer determines are not relevant to material disputed issues, are argumentative or harassing or unduly intrude on a witness's privacy.
- d. The Hearing Officer has discretion to modify or change the wording of a question proposed by a Party (for example, when a question is unclear or inappropriate in tone) as long as the substance of the question is preserved.
- e. The Parties will address any questions, concerns or objections about a question (or line of questioning) to the Hearing Officer who will use their discretion to resolve any issues consistent with the Executive Order. Advisors may not speak on behalf of a Party.
- f. Formal rules of evidence applied in courtroom proceedings (e.g., California Evidence Code) do not apply in the hearing. All information that responsible persons are accustomed to rely upon in the conduct of serious affairs is considered.

7. Hearsay may be considered, but will only be given the weight appropriate under all of the circumstances, with due consideration given to the importance of credibility assessment. Absent extenuating circumstances, the Hearing Officer will not rely on prior statements made by the Parties or witnesses during the investigation whose credibility is central to the determination unless those Parties or witnesses make themselves available for examination by the Hearing Officer.

8. The Hearing Officer will not, prior to preparing the Hearing Officer's Report (described below), have substantive communications about the facts of the case with either Party or the Investigator unless in the presence of both Parties and a University official (e.g., Hearing Coordinator, Title IX Coordinator or Student Conduct Administrator).

9. New evidence not reasonably available at the time of the investigation to the Party seeking to introduce the evidence may be considered in the Hearing Officer's discretion.

10. The Hearing Officer will make an official audio recording of the hearing. The recording is University property. No other recording of the hearing is permitted. The audio recording will be retained by the Hearing

Coordinator or designee in accordance with the Campus records/information retention and disposition schedule.

11. If either Party fails to appear at the hearing without good cause the hearing will nevertheless proceed. Whether good cause exists is determined by the Hearing Officer.

12. The Respondent will not be found to have violated University policy solely because the Respondent failed to appear at the hearing. Nor will the Respondent be found not to have violated the University policy solely because a Complainant or other witness failed to appear at the hearing.

13. Abusive or otherwise disorderly behavior that causes a material disruption is not tolerated. The Hearing Officer may eject or exclude anyone (including either Party, their advisors, and support persons) whose behavior causes a material disruption.

14. The Hearing Officer controls the hearing, is responsible for maintaining order during the hearing, and makes whatever rulings are necessary to ensure a fair hearing. The Hearing Officer's decisions in this regard are final.

15. Where there is more than one Respondent or Complainant in connection with a single occurrence or related multiple occurrences, the Hearing Officer and the Parties may agree to a single hearing. A Party may request consolidation with other cases, or the Student Conduct Administrator may initiate the consolidation (subject to FERPA and other applicable privacy laws). All such requests will be made in accordance with timelines set forth in this section. The Hearing Officer makes consolidation decisions, which are subject to review by the Vice President of Student Affairs or designee.

Article VIII. Standard of Proof, Report, and Hearing Officer's Report

1. After the hearing, the Hearing Officer will make findings of fact and conclusions about whether the Respondent violated University Policy (Hearing Officer's Report). The standard of proof the Hearing Officer will use is whether each allegation is substantiated by a Preponderance of the Evidence. The Title IX Coordinator will review the Hearing Officer's Report to ensure compliance with this Executive Order. The Hearing Coordinator will transmit the Hearing Officer's Report promptly to the Parties, the Title IX Coordinator, and the Student Conduct Administrator, usually within **10 Working Days** of the close of the hearing. If no violation is found, the president (or designee) will also be notified.
2. If a violation is found, within **5 Working Days** of receiving such finding the Parties may submit to the Hearing Coordinator an impact statement or other statement regarding discipline that is no more than 2000 words in length. The document is an opportunity for the Parties to suggest disciplinary outcomes and to provide information that they believe is important for the Hearing Officer to consider. The Student Conduct Administrator and/or Title IX Coordinator may also submit a written statement regarding aggravating and mitigating factors, including whether the Respondent was previously found to have violated the Student Code of Conduct.
3. Within **5 Working Days** after receiving and considering any impact or other statements submitted by the Parties and other statements described above, the Hearing Officer will submit the Hearing Officer's Report to the president (or designee), including recommended sanctions (as defined in EO 1098) if a Respondent has been determined to have violated University policy. The Hearing Officer's Report will attach the Investigation Report and will include:
 - a. the factual allegations and alleged policy violations;

- b. the Preponderance of the Evidence standard;
- c. the evidence considered including an analysis of the credibility of the Parties and witnesses, when credibility assessments are required to resolve factual disputes;
- d. any material evidence identified by the Parties or witnesses that the Hearing Officer determined was not relevant (or duplicative) and the reason why the evidence was not considered to be relevant;
- e. a list of all questions proposed by the Parties at the hearing, and if any questions were not asked, why;
- f. a summary of the procedural issues raised by the Parties before or during the hearing;
- g. the factual findings and the evidence on which the factual findings are based;
- h. to the extent that the factual findings required a determination concerning of the relative credibility or lack of credibility of the Parties or witnesses, an explanation as to how that determination was reached; and
- i. a determination of whether the Executive Order was violated and an analysis of the basis for that determination.

Article IX. Final Decision/Notification

In cases where the Hearing Officer has found a violation of policy, the president (or designee) will review the Investigation Report and the Hearing Officer's Report and issue a decision concerning the appropriate sanction within **10 Working Days** of receipt of the Hearing Officer's Report.

1. The president may impose the recommended sanctions, adopt a different sanction or sanctions, or reject sanctions altogether. If the president adopts a sanction other than what is recommended by the Hearing Officer, the president must set forth the reasons in the Decision Letter.
2. The president will simultaneously send the Decision Letter electronically to the Respondent and Complainant at the University-assigned or other primary e-mail address linked to their University accounts.³³ The decision will also be sent to the Student Conduct Administrator and the Hearing Officer.
3. The Decision Letter will include:
 - a. the outcome of the hearing, including any sanction imposed, and the name of the Respondent(s);
 - b. a copy of the Hearing Officer's Report, redacted as appropriate or as otherwise required by law; and
 - c. notice of the Complainant's and Respondent's right to appeal to the CO.
4. The president will also send the Decision Letter to the Title IX Coordinator so that they may determine whether any additional Remedies (or other supportive measure) will be afforded or undertaken in order to maintain a safe and nondiscriminatory University environment.
5. Unless the CO notifies the campus and Parties that an appeal has been filed, the president's sanction decision becomes final **11 Working Days** after the date of the Decision Letter.

Article X. Appeal of Decision

- A. **Filing an Appeal to the CO.** Any Complainant or Respondent who is not satisfied with a Campus hearing outcome may file an appeal with the CO no later than **10 Working Days** after the date of the Decision Letter.

B. **Written Appeal.** The appeal will be in writing and will be based only on one or more of the appeal issues listed below:

1. The hearing outcome is not supported by substantial evidence (in other words, there was no reasonable basis for such findings or conclusions);
2. Prejudicial procedural errors impacted the hearing outcome to such a degree that the hearing did not comply with this Executive Order;
3. New evidence that was not reasonably available at the time of the hearing and would have affected the Hearing Officer's decision about whether the Respondent violated CSU policy; or
4. The sanction(s) imposed constituted an abuse of discretion based on the substantiated conduct.

C. **Issues and Evidence on Appeal.** The issues and evidence raised on appeal will be limited to those raised and identified during the hearing, unless new evidence becomes available after the Campus hearing process and is made part of the appeal by the appealing party. The CO may conduct an interview, at the CO's discretion, with the appealing party and/or the Campus to clarify the written appeal. Appeals will be addressed to:

Equal Opportunity and Whistleblower Compliance Unit
Systemwide Human Resources
Office of the Chancellor
401 Golden Shore, 4th Floor
Long Beach, California 90802
eo-wbappeals@calstate.edu

D. **Acknowledgement of Appeal.** The CO will provide prompt written acknowledgement of the receipt of the appeal to the appealing Party, and will provide prompt written notification of the appeal, including a copy of the appeal, to the non-appealing Party and the Campus Title IX Coordinator. The notice will include the right of the non-appealing Party and the Campus to provide a response to the appeal within **10 Working Days** of the date of the notice.

E. **Reasonable Accommodation.** The CO will provide reasonable accommodations to any Party or witness in the appeal process with a qualified Disability upon request by the person needing the accommodation. A reasonable accommodation may include an extension under these procedures. The timeframe for the CO Appeal Response will automatically be adjusted for the time needed, if any, to provide reasonable accommodations.

F. **Scope of CO Review.** The CO review will not involve a new hearing by the CO and will not consider evidence that was not introduced during the Campus hearing, unless the new evidence was not reasonably available at the time of the Campus hearing process. The CO may make reasonable inquiries to determine if the new evidence could have affected the hearing determination. If the CO review determines the hearing should be reopened to cure any defects in the hearing and/or consider new evidence introduced for the first time on appeal (that could have affected the hearing determination), the matter will be remanded back to the Campus and the hearing reopened at the Campus level. Under very limited circumstances, the CO can reverse the Hearing Officer's decision, provided that the factual findings remain intact.

G. **Reopening a Campus Hearing.** The CO will return the matter to the Campus and will specify in writing the timeline by which a reopened hearing must be completed. The CO will simultaneously notify the Parties of the reopening of the hearing and the timeline for completion of the reopened hearing. The

Campus will complete the reopened hearing and provide the CO with an amended Hearing Officer's Report. The Campus will also provide the Parties with amended Notices of Hearing Outcome, and such Notices will provide the Parties the opportunity to appeal any new or amended findings, in accordance with this Executive Order. Upon receipt of the amended hearing report, the CO will contact the appealing party to determine whether that Party wishes to continue with the appeal.

- H. **Reversal by CO.** If the hearing outcome (determination regarding policy violation) is not supported by the facts as determined by the Hearing Officer, the CO may vacate and reverse the Hearing Officer's decision, but only with respect to whether University policy was violated.
- I. **Timeline.** The CO will respond to the appealing Party no later than **30 Working Days** after receipt of the written appeal unless the timeline has been extended as specified in Article V, E. of EO 1096 and 1097.
- J. **CO Appeal Response.** The CO Appeal Response will include a summary of the issues raised on appeal, a summary of the evidence considered, the scope of review, and the determination(s) reached regarding the issue(s) identified within the written appeal. A copy of the final CO Appeal Response will be forwarded to the Complainant and Respondent, as well as the Campus Title IX Coordinator. The CO Appeal Response is final and concludes the Complaint and CO review process under this Executive Order.
- K. **Notifications to the Parties.** The Complainant and the Respondent will be simultaneously informed, in writing, whenever there is a change to the outcome of the proceedings (findings and/or sanctions).

Supersedes

Executive Order 1096 (Revised October 5, 2016)

Issued by

Timothy P. White, Chancellor

Endnotes

¹See John Doe v. Kegan Allee, Ph.D., et al., California Court of Appeal (January 2019): <http://www.courts.ca.gov/opinions/documents/B283406.PDF>

²Key capitalized terms are defined at Article VI of this Executive Order. Please see that Article for the full definitions. Terms contained within this policy and procedure are intended to be gender neutral.

³See Cal. Penal Code § 293; Cal. Gov. Code § 6254(f)(2). "The name of a victim of any crime defined by Section 220, 236.1, 261, 261.5, 262, 264, 264.1, 265, 266, 266a, 266b, 266c, 266e, 266f, 266j, 267, 269, 273a, 273d, 273.5, 285, 286, 288, 288a, 288.2, 288.3 (as added by Chapter 337 of the Statutes of 2006), 288.3 (as added by Section 6 of Proposition 83 of the November 7, 2006, statewide general election), 288.5, 288.7, 289, 422.6, 422.7, 422.75, 646.9, or 647.6 of the Penal Code may be withheld at the victim's request, or at the request of the victim's parent or guardian if the victim is a minor."

⁴Assaultive or abusive conduct is defined to include a list of 24 criminal offenses, including Sexual Battery, incest, Rape, spousal Rape, abuse of a spouse or cohabitant, and any attempt to commit these crimes. See Cal. Penal Code § 11160.

⁵See Cal. Penal Code §§ 11164-11174.3; see also CSU Executive Order 1083 or any superseding executive order.

⁶See Cal. Evid. Code § 1024.

⁷See Cal. Evid. Code § 1035.4.

⁸See Cal. Govt. Code §§ 3300-13.

⁹See Cal. Gov. Code § 12926(b).

¹⁰See 34 C.F.R. 110.3

¹¹See Cal. Penal Code § 13700 (b).

¹²See Cal. Code Regs. Title 5 § 42720 et seq.

¹³See Cal. Penal Code § 13700(b) and Cal. Family Code § 6211.

¹⁴See Cal. Code Regs. Title 5 § 42700(h).

¹⁵See Cal. Govt. Code § 12926(r).

¹⁶See Cal. Gov. Code § 12926(r); 34 C.F. R. 106.40

¹⁷See Cal. Govt. Code § 12926(g).

¹⁸See 2 Cal. Code Regs. § 11053.

¹⁹See Cal. Govt. Code § 12926 (i).

²⁰See Cal. Govt. Code § 12926(o).

²¹See Cal. Govt. Code § 12926(o).

²²See Cal. Govt. Code § 12926(q).

²³See Cal. Evid. Code §§ 1035.2 and 1035.4.

²⁴See Cal. Penal Code § 240.

²⁵See Cal. Penal Code § 242.

²⁶See Cal. Penal Code §§ 261-263.

²⁷See Cal. Govt. Code § 12926(s).

²⁸See Cal. Penal Code § 646.9

²⁹See 5 Cal. Code Regs. § 42406.

³⁰Capitalized terms are defined in this Addendum and in CSU Executive Order 1096 (*Systemwide Policy Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide Procedure for Addressing Such Complaints by Employees and Third Parties*) and CSU Executive Order 1097 (*Systemwide Policy Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide Procedure for Addressing Such Complaints by Students*).

³¹In most Sexual Misconduct cases, credibility will be central to the finding. Therefore, Parties should presume that this Addendum applies to all matters alleging Sexual Misconduct.

³²The Early Resolution process is available at any time prior to the issuance of the Hearing Officer's Report.

³³The copy of the Decision Letter issued to the Complainant will be redacted as to findings regarding conduct that does not constitute a “crime of violence,” Sexual Misconduct, Dating Violence, Domestic Violence, or Stalking (34 C.F.R. § 99.31 et seq.).

All revision dates:

3/29/2019, 10/5/2016, 6/23/2015, 6/3/2014, 10/23/
2013, 1/6/2005, 10/31/2003, 5/17/2001, 1/19/1998,
7/1/1983, 6/1/1981, 2/27/1981

Attachments

Attachment A Complaint Form
Attachment B Procedure Timeline.pdf
Superseded Policy (EO 1089) Dated 10-23-2013.pdf
Superseded Policy (EO 1096 Revised) Dated 10-5-2016.pdf
Superseded Policy (EO 1096 Revised) Dated 6-23-2015.pdf
Superseded Policy (EO 1096) Dated 6-3-2014.pdf
Superseded Policy (EO 340) Dated 4-21-1981.pdf
Superseded Policy (EO 345) Dated 5-29-1981.pdf
Superseded Policy (EO 419) Dated 7-1-1983.pdf
Superseded Policy (EO 675) Dated 1-21-1998.pdf
Superseded Policy (EO 774) Dated 5-17-2001.pdf
Superseded Policy (EO 883) Dated 10-31-2003.pdf
Superseded Policy (EO 927) Dated 1-6-2005.pdf
Superseded Policy (EO 928) Dated 1-6-2005.pdf

COPY



SAN DIEGO STATE
UNIVERSITY

Title IX
Notice of
Non-Discrimination

Sexual Violence Prevention &
Education Statement FAQ's

TITLE IX NOTICE OF NON-DISCRIMINATION

San Diego State University does not discriminate on the basis of sex, gender, or sexual orientation in its education programs or activities. Title IX of the Education Amendments of 1972, and certain other federal and state laws, prohibit discrimination on the basis of sex in all education programs and activities operated by SDSU (both on and off campus). Title IX protects all people regardless of their gender or gender identity from sex discrimination, which includes sexual harassment and violence:

- **Sexual Discrimination** means an adverse act of sexual discrimination (including sexual harassment and sexual violence) that is perpetrated against an individual on a basis prohibited by Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., and its implementing regulations, 34 C.F.R. Part 106 (Title IX); California Education Code §66250 et seq., and/or California Government Code §11135.
- **Sexual Harassment** is unwelcome conduct of a sexual nature that includes, but is not limited to, sexual violence, sexual advances, requests for sexual favors, indecent exposure and other verbal, nonverbal or physical unwelcome conduct of a sexual nature, where such 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 individual, and is in fact considered by the individual, as limiting the individual's ability to participate in or benefit from the services, activities or opportunities offered by the university. Sexual harassment also includes gender-based harassment, which may include acts of verbal, non-verbal or physical aggression, intimidation or hostility based on sex or sex-stereotyping, even if those acts do not involve conduct of a sexual nature. See further information in **CSU's Sexual Violence Prevention and Education Statement** (including facts and myths) located in Section II of this booklet or online at http://oerc.sdsu.edu/pdf/Sexual_Violence_Prevention_and_Education_Statement.pdf.

- **Sexual Violence** means physical sexual acts (such as unwelcome sexual touching, sexual assault, sexual battery and rape) perpetrated against an individual without consent or against an individual who is incapable of giving consent due to that individual's use of drugs or alcohol, or disability. See further information in **CSU's Sexual Violence Prevention and Education Statement** (including facts and myths) located in Section II of this booklet or online at http://oerc.sdsu.edu/pdf/Sexual_Violence_Prevention_and_Education_Statement.pdf.

Who to Contact If You Have Complaints, Questions or Concerns

Title IX requires the university to designate a Title IX Coordinator to monitor and oversee overall Title IX compliance. SDSU's Title IX Coordinator is available to explain and discuss: your right to file a criminal complaint (sexual assault and violence); the university's complaint process, including the investigation process; how confidentiality is handled; available resources, both on and off campus; and other related matters. ***If you are in the midst of an emergency, please call the police immediately by dialing 9-1-1.***

Title IX Coordinator:

Jessica Rentto

Associate Vice President,
Administration
Division of Business and Financial
Affairs
5500 Campanile Drive
San Diego, CA 92182-1620
619-594-6017
jrentto@sdsu.edu

Duties and Responsibilities:
Monitoring and oversight of
overall implementation of Title IX
Compliance at the University, including
coordination of training, education,
communications, and administration of
grievance procedures for faculty, staff,
students and other members of the
University community.

Title IX Deputy Coordinator:

For students:

Lee Mintz

Director
Center for Student Rights and
Responsibilities
5500 Campanile Drive
San Diego, CA 92182-7443
619-594-3069
lmintz@sdsu.edu

If you have a complaint against an SDSU student for sexual harassment, sex discrimination, or sexual assault, you should contact the Center for Student Rights and Responsibilities.

The Center for Student Rights and Responsibilities Director is responsible for Title IX compliance for matters involving students, including training, education, communication, and administration of grievance procedure for all complaints against SDSU students.

For faculty, staff and visitors:

Heather Bendinelli

Director
Office of Employee Relations and
Compliance
5500 Campanile Drive
San Diego, CA 92182-1695
619-594-6464
hbendinelli@sdsu.edu

If you have a complaint against an SDSU faculty or staff member, or visitor for sexual harassment, sex discrimination, or sexual assault, you should contact the Office of Employee Relations and Compliance.

The Office of Employee Relations and Compliance Director is responsible for Title IX compliance for matters involving faculty and staff, including training, education, communication, and administration of grievance

procedure for all complaints against faculty, staff and visitors, including those complaints filed by students.

For Athletics:

Jenny Bramer
Associate Athletic Director/SWA
Department of Intercollegiate Athletics
5500 Campanile Drive
San Diego, CA 92182-4313
619-594-0394
jbramer@sdsu.edu

Complaints against SDSU Students and Employees in Athletics

If you have a complaint against an SDSU student, coach or administrator for sexual harassment, sex discrimination, or sexual assault, you should contact the Associate Athletic Director/Senior Woman Administrator, Jenny Bramer, who will facilitate the handling of the complaint with the appropriate office.

Gender Equity in Athletics

If you have a complaint about gender equity in SDSU athletics programs, you should contact the Associate Athletic Director/Senior Woman Administrator, Jenny Bramer, who is responsible for Title IX Compliance matters related to gender equity in SDSU athletics programs.

Additional Resources

Sexual Assault

To file a complaint of sexual assault, you may contact one of the above, depending on who the complaint is against (faculty/staff, visitor or student) and you may also contact:

SDSU Police Department

5500 Campanile Drive
San Diego, CA 92182-4390
619-594-1991 (non-emergency)
911 (emergency)

U.S. Department of Education, Office for Civil Rights:

- (800) 421-3481 or ocr@ed.gov
- If you wish to fill out a complaint form online with the OCR, you may do so at: <http://www2.ed.gov/about/offices/list/ocr/complaintintro.html>.

Title IX requires that the CSU adopt and publish complaint procedures that provide for prompt and equitable resolution of sex discrimination complaints, including sexual harassment and violence. CSU Executive Order 1074 (<http://www.calstate.edu/eo/EO-1074.pdf>) is the systemwide procedure for all complaints of discrimination, harassment or retaliation **made by students** against the CSU, a CSU employee, other CSU students or a third party.¹

Except in the case of a privilege recognized under California law (examples of which include Evidence Code §§1014 (psychotherapist-patient); 1035.8 (sexual assault counselor-victim); and 1037.5 (domestic violence counselor-victim)), any member of the University community who knows of or has reason to know of sexual discrimination allegations shall promptly inform the SDSU Title IX Coordinator.

Regardless of whether an alleged victim of sexual discrimination ultimately files a complaint, if the campus knows or has reason to know

¹ CSU Executive Orders 927 and 928 set forth the university's systemwide policy and complaint procedure for discrimination, harassment and retaliation for employees not eligible to file a complaint or grievance under a collective bargaining agreement or whose collective bargaining agreement incorporates the CSU systemwide complaint procedure.

about possible sexual discrimination, harassment or violence, it must review the matter to determine if an investigation is warranted. The campus must then take appropriate steps to eliminate any sex discrimination/harassment, prevent its recurrence, and remedy its effects.

Safety of the Campus Community is Primary

SDSU's primary concern is the safety of its campus community members. The use of alcohol or drugs never makes the victim at fault for sexual discrimination, harassment or violence; therefore, victims should not be deterred from reporting incidents of sexual violence out of a concern that they might be disciplined for related violations of drug, alcohol or other university policies. Except in extreme circumstances, victims of sexual violence shall not be subject to discipline for related violations of the Student Conduct Code.

Information Regarding Campus, Criminal and Civil Consequences of Committing Acts of Sexual Violence

Individuals alleged to have committed sexual assault may face criminal prosecution by law enforcement and may incur penalties as a result of civil litigation. In addition, employees and students may face discipline/sanctions at the university. Employees may face sanctions up to and including dismissal from employment, per established CSU policies and provisions of applicable collective bargaining unit agreements.

Students charged with sexual discrimination, harassment or violence will be subject to discipline, pursuant to the California State University Student Conduct Procedures (see Executive Order 1073 at <http://www.calstate.edu/eo/EO-1073.pdf>) and will be subject to appropriate sanctions. In addition, during any investigation, the university may implement interim measures in order to maintain a safe and non-discriminatory educational environment. Such measures may include immediate interim suspension from the university, required move from university-owned or affiliated housing, adjustment to course schedule, or prohibition from contact with parties involved in the alleged incident.

Additional Resources

- U.S. Department of Education, regional office
Office for Civil Rights
50 Beale Street, Suite 7200
San Francisco, CA 94105
(415) 486-5555
TDD (877) 521-2172
 - U.S. Department of Education, national office
Office for Civil Rights
(800) 872-5327
 - Know Your Rights about Title IX
<http://www2.ed.gov/about/offices/list/ocr/docs/title-ix-rights-201104.html>
 - California Coalition Against Sexual Assault
1215 K. Street, Suite 1850
Sacramento, CA 95814
(916) 446-2520
<http://calcasa.org/>
 - Domestic and Family Violence (<http://ovc.ncjrs.gov/topic.aspx?topicid=27>)
 - National Institute of Justice: Intimate Partner Violence
(<http://www.nij.gov/topics/crime/intimate-partner-violence/>)
 - National Domestic Violence Hotline: 1-800-799-SAFE (7233)
(<http://www.thehotline.org/>)
 - Office of Violence against Women (<http://www.ovw.usdoj.gov/>)
 - Center for Disease Control and Prevention: Intimate Partner Violence
(<http://www.cdc.gov/ViolencePrevention/intimatepartnerviolence/index.html>)
 - Defending Childhood (<http://www.justice.gov/defendingchildhood/>)
 - Local Community Resource(s) Information:
San Diego Family Justice Center
1122 Broadway, Suite 200
San Diego, CA 92101
(866) 933-HOPE or (866) 933-4673
<http://www.sandiego.gov/sandiegofamilyjusticecenter/>
- Center for Community Solutions
4508 Mission Bay Drive
San Diego, CA 92109
858-272-5777
1-888-DVLINKS (385-4657) 24-Hour Toll Free Crisisline
8:30 a.m. to 5:00 p.m. (Monday thru Friday)
<http://www.ccssd.org/index.html>

SEXUAL VIOLENCE PREVENTION AND EDUCATION STATEMENT (INCLUDING FACTS AND MYTHS)

What You Can Do To Help Stop Sexual Violence

- Sexual contact requires mutual consent. An incapacitated person (for example, a person who is intoxicated by drugs or alcohol) is incapable of giving consent.
- No one deserves to be sexually assaulted, stalked or victimized in any way.
- Don't engage in any behavior that may be considered dating/ domestic violence, sexual assault, stalking or any other form of violence.
- Never use force, coercion, threats, alcohol or other drugs to engage in sexual activity.
- Take responsibility for your actions.
- Avoid alcohol and other drugs.
- Remember "no" means "No!" and "stop" means "Stop!"
- Report incidents of violence (including coercion) to law enforcement and campus authorities.
- Discuss dating/domestic violence, sexual assault and stalking with friends—speak out against violence and clear up misconceptions.
- Don't mistake submission or silence for consent.

What You Can Do To Help Minimize Your Risk of Becoming a Victim

- Be aware. Does your partner: Threaten to hurt you or your children? Say it's your fault if he or she hits you and then promises it won't happen again (but it does)? Put you down in public? Force you to have sex when you don't want to? Follow you? Send you unwanted messages and gifts?
- Be assertive. Speak up.
- Stay sober and watch out for dates and/or anyone who tries to get you drunk or high.
- Clearly communicate limits to partners, friends, and acquaintances.
- Never leave a party with someone you don't know well and trust.



- Trust your feelings; if it feels wrong, it probably is.
- Learn all you can and talk with your friends. Help them stay safe.
- Report incidents of violence to law enforcement and campus authorities.

What You Can Do If You Are a Victim, in General

- Go to a safe place as soon as possible.
- Preserve evidence.
- Report the incident to University Police or local law enforcement.
- Report the incident to your campus Title IX Coordinator.
- Call a domestic violence, sexual assault or stalking hotline.
- Call a friend or family member for help.
- Know that you are not at fault. You did not cause the abuse to occur and you are not responsible for someone else's violent behavior.

Common Myths and Facts about the Causes of Sexual Violence

1. **Myth:** Victims provoke sexual assaults when they dress provocatively or act in a promiscuous manner.
Fact: Rape and sexual assault are crimes of violence and control that stem from a person's determination to exercise power over another. Neither provocative dress nor promiscuous behaviors are invitations for unwanted sexual activity. Forcing someone to engage in non-consensual sexual activity is sexual assault, regardless of the way that person dresses or acts.
2. **Myth:** If a person goes to someone's room or house or goes to a bar, s/he assumes the risk of sexual assault. If something happens later, s/he can't claim that s/he was raped or sexually assaulted because s/he should have known not to go to those places.
Fact: This "assumption of risk" wrongfully places the responsibility of the offender's action with the victim. Even if a person went voluntarily to someone's home or room and consented to engage in some sexual activity, it does not serve as blanket consent for all sexual activity. When in doubt if the person is comfortable with an elevated level of sexual activity, stop and ask. When someone says "no" or "stop," that means "STOP!" Sexual activity forced upon another without valid consent is sexual assault.
3. **Myth:** It is not sexual assault if it happens after drinking or taking drugs.
Fact: Being under the influence of alcohol or drugs is not an invitation for sexual activity. A person under the influence does not cause others to assault her/him; others choose to take advantage of the situation and sexually assault her/him because s/he is in a vulnerable position. A person who is incapacitated due to the influence of alcohol or drugs is not able to consent to sexual activity.

4. **Myth:** Most sexual assaults are committed by strangers. It's not rape if the people involved know each other.
Fact: Most sexual assaults and rape are committed by someone the victim knows. A study of sexual victimization of college women showed that about 90% of victims knew the person who sexually victimized them. Most often, a boyfriend, ex-boyfriend, classmate, friend, acquaintance or co-worker sexually victimized the person. It is important to remember that sexual assault can occur in both heterosexual and same-gender relationships.
5. **Myth:** Rape can be avoided if women avoid dark alleys or other "dangerous" places where strangers might be hiding or lurking.
Fact: Rape and sexual assault can occur at any time, in many places, to anyone.
6. **Myth:** A person who has really been sexually assaulted will be hysterical.
Fact: Victims of sexual violence exhibit a spectrum of responses to the assault which can include: calm, hysteria, withdrawal, anxiety, anger, apathy, denial and shock. Being sexually assaulted is a very traumatic experience. Reaction to the assault and the length of time needed to process through the experience vary with each person. There is no "right way" to react to being sexually assaulted. Assumptions about the way a victim "should act" may be detrimental to the victim because each victim copes in different ways.
7. **Myth:** All sexual assault victims will report the crime immediately to the police. If they do not report it or delay in reporting it, then they must have changed their minds after it happened, wanted revenge or didn't want to look like they were sexually active.
Fact: There are many reasons why a sexual assault victim may not report the assault to the police or campus officials. It is not easy to talk about being sexually assaulted and can feel very shameful. The experience of retelling what happened may cause the person to relive the trauma. Another reason for delaying a report or not making a report is the fear of retaliation by the offender. There is also the fear of being blamed, not being believed and being required to go through judicial proceedings. Just because a person does not report the sexual assault does not mean it did not happen.
8. **Myth:** Only young, pretty women are assaulted.
Fact: The belief that only young, pretty women are sexually assaulted stems from the myth that sexual assault is based on sex and physical attraction. Sexual assault is a crime of power and control. Offenders often choose people whom they perceive as most vulnerable to attack or over whom they believe they can assert power. Men and boys are also sexually assaulted, as well as persons with disabilities. Assumptions about the "typical" victim might lead others not to report the assault because they do not fit the stereotypical victim.

9. **Myth:** It's only rape if the victim puts up a fight and resists.
Fact: Many states do not require the victim to resist in order to charge the offender with rape or sexual assault. Those who do not resist may feel if they do so, they will anger their attacker, resulting in more severe injury. Many assault experts say that victims should trust their instincts and intuition and do what they believe will most likely keep them alive. Not fighting or resisting an attack does not equal consent.

10. **Myth:** Someone can only be sexually assaulted if a weapon was involved.
Fact: In many cases of sexual assault, a weapon is not involved. The offender often uses physical strength, physical violence, intimidation, threats or a combination of these tactics to overpower the victim. Although the presence of a weapon while committing the assault may result in a higher penalty or criminal charge, the absence of a weapon does not mean that the offender cannot be held criminally responsible for a sexual assault.

What is Dating Violence or Domestic Violence?

Dating/Domestic violence is a pattern of abusive behaviors used to exert power and control over a partner. Dating/Domestic violence can be physical, sexual, emotional, economic or psychological actions or threats of actions that influence another person. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure or wound someone. Dating/Domestic violence can happen to anyone regardless

of race, sexual orientation, social economics, education, age, religion, etc. Dating/Domestic violence can also affect family, friends, co-workers and members in the community, in addition to the victim and abuser. Domestic violence can occur regardless of the relationship status, including individuals who are dating, cohabitating, or married.

Types of Dating/Domestic Violence That Includes Sexual Misconduct

There usually is a pattern or a repeated cycle of dating violence, starting with the first instance of abuse.

General Pattern of Behavior:

- **Tension Building:** Relationship begins to get strained or tense between partners.
- **Explosion:** Outburst that includes verbal, emotional, or physical abuse.
- **Honeymoon:** Apologies where the abuser tries to re-connect with his/her partner by shifting the blame onto someone or something else.

Definitions of What Dating/Domestic Violence Looks Like

Any actions used for the intent of gaining power and control over a person:

- **Physical Abuse:** any intentional use of physical force with the intent to cause injury (i.e. grabbing in a way to inflict pain, hitting, shoving, strangling, kicking)
- **Emotional Abuse:** non-physical behaviors such as threats, insults, constant monitoring, humiliation, intimidation, isolation, silent treatment, or stalking

- **Sexual Abuse:** any action that impacts the partner's ability to control their sexual activity or the circumstance which sexual activity occurs, including rape, coercion or restricting access to birth control

Warnings or Signs of Potential Dating/Domestic Violence

Ask yourself if your partner engages in one or any of the following activities:

- Checks my cell phone or email without my permission.
- Monitors where I'm going, who I'm going with, what I'm doing.
- Repeatedly says or does things to make me feel inadequate or inferior to him/her.
- Extreme jealousy or insecurity.
- Isolates me from my friends and family.
- Explosive temper.
- Mood swings.
- Assumes financial control over my access to financial resources.
- Tells me what to do.
- Possessiveness.
- Physically hurts me in any way.

Sexual Violence - Risk Reduction Tips

"What can I do in order to help reduce my risk of being a victim of sexual violence?"

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to victim-blame and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help you to reduce your risk of experiencing a non-consensual sexual act:

- If you have limits, make them known as early as possible.
- Tell a sexual aggressor "NO" clearly and firmly.

- Try to remove yourself from the physical presence of a sexual aggressor.
- Find someone nearby and ask for help.
- Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Take care of your friends and ask that they take care of you. A real friend will challenge you if you are about to make a mistake. Respect them when they do.
- **In an emergency, call 9-1-1**

"What can I do in order to help reduce my risk of being an initiator of sexual violence?"

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you to reduce your risk of being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
- Understand and respect personal boundaries.
- **DON'T MAKE ASSUMPTIONS** about consent, about someone's sexual availability, about whether they are attracted to you, about how far you can go or about whether they are physically and/or mentally able to consent. If there are any questions or ambiguity then you **DO NOT** have consent.
- Mixed messages from your partner are a clear indication that you should stop, defuse any sexual tension and communicate better. You may be misreading

them. They may not have figured out how far they want to go with you yet. You must respect the timeline for sexual behaviors with which they are comfortable.

- Don't take advantage of someone's drunkenness or drugged state, even if they did it to themselves. **Incapacitation means a person is unable to give valid consent.**
- Realize that your potential partner could be intimidated by you, or fearful. You may have a power advantage simply because of your gender or size. Don't abuse that power.
- Understand that consent to some form of sexual behavior does not automatically imply consent to any other forms of sexual behavior.
- Silence and passivity cannot be interpreted as an indication of consent. Read your potential partner carefully, paying attention to verbal and non-verbal communication and body language.

Rape and Sexual Assault

Crimes of a sexual nature may be reported to campus or local law enforcement in addition to being reported administratively on campus.

Both men and women can be victims of rape or sexual assault. For purposes of this notice, Rape and Sexual Assault are defined below:

- **Rape** is non-consensual intercourse that involves the threat of force, violence, immediate and unlawful bodily injury or threats of future retaliation and duress.
- **Sexual assault** is broader in definition than rape. Any non-consensual sexual act may be considered sexual assault. Examples of sexual assault include

unwanted oral, anal or vaginal intercourse, penetration of the anus or vagina with a foreign object, or unwanted touching on an intimate area of a person's body. Sexual assault can include unwanted kissing or bodily contact that is sexual in nature.

In order for a sexual act to be considered rape or sexual assault, the act must be non-consensual. What is consent?

- **Consent** for sexual contact means that an individual is a willing participant in the sexual act. **Individuals are unable to give consent if incapacitated by the influence of drugs or alcohol or they suffer from a physical or mental disorder that makes them incapable of giving consent. Likewise, a minor is unable to give legal consent for sexual intercourse.**

Stalking

Stalking is a pattern of behavior that makes you feel afraid, nervous, harassed or in danger. It is when someone repeatedly contacts you, follows you, sends you things, talks to you when you don't want them to or threatens you. Stalking behaviors can include:

- Damaging your property.
- Knowing your schedule.
- Showing up at places you go.
- Sending mail, e-mail, texts and pictures.
- Creating a website about you.
- Sending gifts.
- Stealing things that belong to you.
- Calling you repeatedly.
- Any other actions that the stalker takes to contact, harass, track or frighten you.

You can be stalked by someone you know casually, a current boyfriend or girlfriend, someone you dated in the past or a stranger. Getting notes and gifts at your home, on your car or other places might seem sweet and harmless to other people. But if you don't want the gifts, phone calls, messages, letters or e-mails, it doesn't feel sweet or harmless. It can be scary and frustrating.

Sometimes people stalk their boyfriends or girlfriends while they're dating. They check up on them, text or call them all the time, expect instant responses, follow them, use GPS to secretly monitor them and generally keep track of them, even when they haven't made plans to be together. These stalking behaviors can be part of an abusive relationship. If this is happening to you or someone you know, you should talk to a trusted person.

Stalking is a crime and can be dangerous. California Penal Code section 646.9, in part, states, "Any person who willfully, maliciously and repeatedly follows or willfully and maliciously harasses another person and who makes a credible threat with the intent to place that person in reasonable fear for his or her safety, or the safety of his or her immediate family is guilty of the crime of stalking....."

How You Can Help Yourself

Think about ways you can be safer. This means thinking about what to do, where to go for help and who to call ahead of time:

- Where can you go for help?
- Who can you call?
- Who will help you?
- How will you escape a violent situation?



Other Things You Can Do

- Let friends or family members know when you are afraid or need help.
- Be aware of your surroundings. Knowing where you are and who is around you may help you to find a way to get out of a bad situation.
- Avoid isolated areas.
- Avoid putting headphones in both ears so you can be more aware of your surroundings.
- Trust your instincts. If a situation or location feels unsafe or uncomfortable, remove yourself.
- Vary your routine, your driving routes and where you park your car.
- When you go out, tell someone where you are going and when you'll be back.
- **In an emergency, call 911** or your local police department.
- Memorize the phone numbers of people to contact or places to go in an emergency.
- Don't load yourself down with packages or bags restricting your movement.
- Keep your cell phone handy; check to see that you have reception and that your cell phone is charged.
- Have money for a cab or other transportation.
- Save notes, letters or other items that the stalker sends to you. Keep a record of all contact that the stalker has with you; these items will be very useful in an investigation.

How You Can Help Someone Else

If you know someone who is being stalked, you can:

- Encourage your friend to seek help.
- Be a good listener.
- Offer your support.
- Ask how you can help.
- Educate yourself about stalking.
- Avoid any confrontations with the stalker; this could be dangerous for you and your friend.

Additional Resources

- U.S. Department of Education, regional office
Office for Civil Rights
50 Beale Street, Suite 7200
San Francisco, CA 94105
(415) 486-5555
TDD (877) 521-2172
- U.S. Department of Education, national office
Office for Civil Rights
(800) 872-5327
- Know Your Rights about Title IX
<http://www2.ed.gov/about/offices/list/ocr/docs/title-ix-rights-201104.html>
- California Coalition Against Sexual Assault
1215 K. Street, Suite 1850
Sacramento, CA 95814
(916) 446-2520
<http://calcasa.org/>
- Domestic and Family Violence (<http://ovc.ncjrs.gov/topic.aspx?topicid=27>)
- National Institute of Justice: Intimate Partner Violence (<http://www.nij.gov/topics/crime/intimate-partner-violence/>)
- National Domestic Violence Hotline: 1-800-799-SAFE (7233) (<http://www.thehotline.org/>)
- Office of Violence against Women (<http://www.ovw.usdoj.gov/>)
- Center for Disease Control and Prevention: Intimate Partner Violence (<http://www.cdc.gov/ViolencePrevention/intimatepartnerviolence/index.html>)
- Defending Childhood (<http://www.justice.gov/defendingchildhood/>)
- Local Community Resource(s) Information:
San Diego Family Justice Center
1122 Broadway, Suite 200
San Diego, CA 92101
(866) 933-HOPE or (866) 933-4673
<http://www.sandiego.gov/sandiegofamilyjusticecenter/>

Center for Community Solutions
4508 Mission Bay Drive
San Diego, CA 92109
858-272-5777
1-888-DVLINKS (385-4657) 24-Hour Toll Free Crisisline
8:30 a.m. to 5:00 p.m. (Monday thru Friday)
<http://www.ccssd.org/index.html>



SEXUAL HARASSMENT INCLUDES MANY FORMS OF OFFENSIVE BEHAVIORS

BEHAVIORS THAT MAY BE SEXUAL HARASSMENT:

- 1 *Unwanted sexual advances*
- 2 *Offering employment benefits in exchange for sexual favors*
- 3 *Leering; gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters*
- 4 *Derogatory comments, epithets, slurs, or jokes*
- 5 *Graphic comments, sexually degrading words, or suggestive or obscene messages or invitations*
- 6 *Physical touching or assault, as well as impeding or blocking movements*

Actual or threatened retaliation for rejecting advances or complaining about harassment is also unlawful.

Employees or job applicants who believe that they have been sexually harassed or retaliated against may file a complaint of discrimination with DFEH within one year of the last act of harassment or retaliation. DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a civil complaint in state or federal court to address the causes of the discrimination and on behalf of the complaining party. DFEH may seek court orders changing the employer's policies and practices, punitive damages, and attorney's fees and costs if it prevails in litigation. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

FOR MORE INFORMATION

Department of Fair Employment and Housing
Toll Free: (800) 884-1684
TTY: (800) 700-2320
Online: www.dfeh.ca.gov

Also find us on:



If you have a disability that prevents you from submitting a written intake form on-line, by mail, or email, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or call us through your VRS at (800) 884-1684 (voice).

To schedule an appointment, contact the Communication Center at (800) 884-1684 (voice or via relay operator 711) or (800) 700-2320 (TTY) or by email at contact.center@dfeh.ca.gov.

The DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.

Contact the DFEH at (800) 884-1684 (voice or via relay operator 711), TTY (800) 700-2320, or contact.center@dfeh.ca.gov to discuss your preferred format to access our materials or webpages.

SEXUAL HARASSMENT

THE FACTS

Sexual harassment is a form of discrimination based on sex/gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Individuals of any gender can be the target of sexual harassment. Unlawful sexual harassment does not have to be motivated by sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

THERE ARE TWO TYPES OF SEXUAL HARASSMENT

- ① *“Quid pro quo”* (Latin for “this for that”) sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.
- ② *“Hostile work environment”* sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with your work performance or create an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

The harassment must be severe or pervasive to be unlawful. That means that it alters the conditions of your employment and creates an abusive work environment. A single act of harassment may be sufficiently severe to be unlawful.

CIVIL REMEDIES:



ALL EMPLOYERS MUST TAKE THE FOLLOWING ACTIONS TO PREVENT HARASSMENT AND CORRECT IT WHEN IT OCCURS:

- 1 Damages for emotional distress from each employer or person in violation of the law
- 2 Hiring or reinstatement
- 3 Back pay or promotion
- 4 Changes in the policies or practices of the employer

EMPLOYER RESPONSIBILITY & LIABILITY

All employers, regardless of the number of employees, are covered by the harassment provisions of California law. Employers are liable for harassment by their supervisors or agents. All harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassment or for aiding and abetting harassment. The law requires employers to take reasonable steps to prevent harassment. If an employer fails to take such steps, that employer can be held liable for the harassment. In addition, an employer may be liable for the harassment by a non-employee (for example, a client or customer) of an employee, applicant, or person providing services for the employer. An employer will only be liable for this form of harassment if it knew or should have known of the harassment, and failed to take immediate and appropriate corrective action.

Employers have an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct, and to create a workplace free of harassment.

A program to eliminate sexual harassment from the workplace is not only required by law, but it is the most practical way for an employer to avoid or limit liability if harassment occurs.

- ① Distribute copies of this brochure or an alternative writing that complies with Government Code 12950. This pamphlet may be duplicated in any quantity.
- ② Post a copy of the Department's employment poster entitled "California Law Prohibits Workplace Discrimination and Harassment."
- ③ Develop a harassment, discrimination, and retaliation prevention policy in accordance with 2 CCR 11023. The policy must:
 - Be in writing.
 - List all protected groups under the FEHA.
 - Indicate that the law prohibits coworkers and third parties, as well as supervisors and managers with whom the employee comes into contact, from engaging in prohibited harassment.
 - Create a complaint process that ensures confidentiality to the extent possible; a timely response; an impartial and timely investigation by qualified personnel; documentation and tracking for reasonable progress; appropriate options for remedial actions and resolutions; and timely closures.
 - Provide a complaint mechanism that does not require an employee to complain directly to their immediate supervisor. That complaint mechanism must include, but is not limited to including: provisions for direct communication, either orally or in writing, with a designated company representative; and/or a complaint hotline; and/or access to an ombudsperson; and/or identification of DFEH and the United States Equal Employment Opportunity Commission as additional avenues for employees to lodge complaints.
 - Instruct supervisors to report any complaints of misconduct to a designated company representative, such as a human resources manager, so that the company can try to resolve the claim internally. Employers with 50 or more employees are required to include this as a topic in mandated sexual harassment prevention training (see 2 CCR 11024).

- Indicate that when the employer receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
 - Make clear that employees shall not be retaliated against as a result of making a complaint or participating in an investigation.
- ④ Distribute its harassment, discrimination, and retaliation prevention policy by doing one or more of the following:
 - Printing the policy and providing a copy to employees with an acknowledgement form for employees to sign and return.
 - Sending the policy via email with an acknowledgment return form.
 - Posting the current version of the policy on a company intranet with a tracking system to ensure all employees have read and acknowledged receipt of the policy.
 - Discussing policies upon hire and/or during a new hire orientation session.
 - Using any other method that ensures employees received and understand the policy.
 - ⑤ If the employer's workforce at any facility or establishment contains ten percent or more of persons who speak a language other than English as their spoken language, that employer shall translate the harassment, discrimination, and retaliation policy into every language spoken by at least ten percent of the workforce.
 - ⑥ In addition, employers who do business in California and employ 5 or more part-time or full-time employees must provide at least one hour of training regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation, to each non-supervisory employee; and two hours of such training to each supervisory employee. Training must be provided within six months of assumption of employment. Employees must be trained during calendar year 2019, and, after January 1, 2020, training must be provided again every two years. Please see Gov. Code 12950.1 and 2 CCR 11024 for further information.



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Last Revised: 7/21/2017
Owner: *Andy Alvarez: Sr Mgr HR Policy Admin*
Area: *Human Resources*
Codes: *EO 1083*

Mandatory Reporting of Child Abuse and Neglect

Policy

The California Child Abuse and Neglect Reporting Act, California Penal Code §§ 11164-11174.3 ("CANRA" or the "Act"), identifies certain groups of employees as "Mandated Reporters" of child abuse and also imposes various obligations on and extends certain protections to those Mandated Reporters as well as their employers. As a covered employer, the California State University (CSU) is required to comply with the Act. Relevant excerpts of the Act are provided as Attachment A.

To implement and assure compliance with the Act, this executive order (EO 1083):

- Identifies the categories of employees within the CSU that are Mandated Reporters;
- Explains the difference between two types of Mandated Reporters;
- Provides information to Mandated Reporters regarding their reporting requirements and the procedures they must follow;
- Provides information to Mandated Reporters regarding the legal immunity extended with respect to their reporting;
- Provides forms and training resources for Mandated Reporters (training is available for all employees and volunteers); and
- Identifies information that is required to be included on job postings/position announcements and job descriptions.

Apart from the legal obligations the Act imposes, it is the policy of the California State University to require all Management Personnel Plan employees and all volunteers, and to strongly encourage all other members of the CSU community who are not designated under the Act, to report child abuse and neglect occurring on CSU premises or at an official activity of, or program conducted by, the CSU. All employees and volunteers should be notified of the Act and the availability of training.

I. DEFINITIONS

- **"Child"** means a person under the age of 18 years.
- **"Child Abuse or Neglect"** refers to physical injury or death inflicted by other than accidental means on a child; sexual assault or sexual exploitation of a child including sexual intercourse between a child under 16 years of age and a person 21 years of age or older, lewd or lascivious acts, and child molestation; negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare; willful harming, injuring, or endangering a child; and unlawful corporal punishment.

- **"Child Abuse and Neglect Reporting Act"** refers to California Penal Code §§ 11164-11174.3, which identifies certain employment positions as Mandated Reporters with specified reporting obligations for suspected child abuse and neglect.
- **"General Reporters"** is a category of Mandated Reporter, defined by the CSU as those who are legally required to report child abuse or neglect *no matter where it occurs*. For the purposes of this policy, any employee who satisfies the criteria for both Limited Reporters and General Reporters will be designated as a General Reporter.
- **"Limited Reporters"** is a category of Mandated Reporter, in accordance with California Penal Code § 11165.7(a)(41), and defined by the CSU as those who are legally required to report child abuse or neglect *only if it occurs on CSU premises or at an official activity of, or program conducted by, the CSU*.
- **"Mandated Reporters"** means CSU employees or volunteers required under CANRA and CSU policy to report suspected child abuse and neglect to specified authorities. For the purposes of this policy, "Mandated Reporters" includes two categories: Limited Reporters and General Reporters; "Mandated Reporter" refers to both Limited Reporters and General Reporters.
- **"Reasonable Suspicion"** as defined under Penal Code § 11166(a) means that "it is objectively reasonable...[for a Mandated Reporter] to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect." Facts upon which a reasonable suspicion may arise do not have to have been witnessed by the Mandated Reporter but can be learned from other sources.

II. EMPLOYEES WHO ARE REQUIRED TO REPORT

The Act identifies forty-four (44) employment positions as Mandated Reporters with specified mandated reporting responsibilities, including those whose duties involve regular contact with children or who supervise such employees. Categories of CSU employees who qualify as Mandated Reporters are identified in Attachment B.

Campus Human Resources will have established a list of classifications (or in some cases, positions within classifications) that fall within the broad categories identified in Attachment B. The list will distinguish between (a) those who are legally required to report child abuse or neglect only if it occurs on CSU premises or at an official activity of, or program conducted by, the CSU (Limited Reporters) and (b) those who are legally required to report suspected abuse or neglect wherever it occurs (General Reporters). Any employee who satisfies the criteria for both Limited Reporters and General Reporters will be designated as a General Reporter. The list should be periodically updated.

In addition, as a matter of CSU policy, all Management Personnel Plan employees and all volunteers are considered Limited Reporters (except that Management Personnel Plan employees who meet the definition of "General Reporter" are General Reporters).

Non-Management Personnel Plan employees hired prior to January 1, 1985 are not required to be designated as Mandated Reporters¹ but are strongly encouraged to report suspected child abuse or neglect.

III. WHEN REPORTING IS REQUIRED

The Act requires Mandated Reporters to report child abuse and neglect whenever, in their professional capacity or within the scope of their employment, they observe or reasonably suspect it. For General Reporters, reporting extends to suspected abuse or neglect wherever it occurs. For Limited Reporters, the reporting obligation is limited to suspected abuse or neglect occurring on CSU premises or at an official activity

of, or program conducted by, the CSU.

A Mandated Reporter should reasonably suspect child abuse or neglect whenever "it is objectively reasonable ... to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect." (Penal Code § 11166(a)). Facts upon which a reasonable suspicion may arise do not have to have been witnessed by the Mandated Reporter but can be learned from other sources.

The Mandated Reporter is personally responsible for determining when reporting is required and following the reporting procedures identified in the Act, as summarized below. In other words, it is the individual employee's legal obligation to report, not the CSU's.

IV. ABUSE AND NEGLECT THAT MUST BE REPORTED

Mandated Reporters must report the following types of abuse or neglect:

- **Physical abuse**, meaning physical injury other than by accidental means inflicted on a child (Penal Code § 11165.6)
- **Sexual assault**, including sex acts with a child, intentional masturbation in the presence of a child, child molestation, and lewd or lascivious acts with a child under 14 years of age or with a child under 16 years of age if the other person is at least ten years older than the child (Penal Code § 11165.1(a)(b))
- **Sexual exploitation**, including acts relating to child pornography, child prostitution, or performances involving obscene sexual conduct by a child (Penal Code § 11165.1(c))
- **Statutory rape** involving sexual intercourse between a child under 16 years of age and a person 21 years of age or older, which is also a form of "sexual assault" (Penal Code §§ 261.5(d) and 11165.1(a))
- **Neglect** meaning the negligent treatment or maltreatment of a child by a parent, guardian or caretaker under circumstances indicating harm or threatened harm to the child's health or welfare (Penal Code § 11165.2)
- **Willful harming or injuring or endangering a child**, meaning a situation in which any person inflicts, or willfully causes or permits a child to suffer, unjustifiable physical pain or mental suffering, or causes or permits a child to be placed in a situation in which the child or child's health is endangered (Penal Code § 11165.3)
- **Unlawful corporal punishment**, meaning a situation in which any person willfully inflicts upon a child cruel or inhuman corporal punishment or a physical injury (Penal Code § 11165.4)

V. WHAT IS NOT CHILD ABUSE OR NEGLECT

The following are examples of what is **not** child abuse or neglect for reporting purposes:

- Injuries caused by two children fighting during a mutual altercation (Penal Code § 11165.6)
- An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment (Penal Code § 11165.6)
- Reasonable and necessary force used by public school officials to quell a disturbance threatening physical injury to person or damage to property, for self-defense, or to obtain possession of weapons or other dangerous objects under a child's control (Penal Code § 11165.4)
- Corporal punishment, unless it is cruel or inhuman or willfully inflicts a physical injury (Penal Code § 11165.4)
- Not receiving medical treatment for religious reasons (Penal Code § 11165.2(b))

- Acts performed for a valid medical purpose (Penal Code § 11165.1(b)(3))
- An informed and appropriate medical decision made by a parent, guardian or caretaker after consultation with a physician who has examined the child (Penal Code § 11165.2(b))

VI. RESPONSIBILITIES OF CAMPUS HUMAN RESOURCES

Campus Human Resources will have direct or oversight responsibilities for the following:

- Identifying Mandated Reporters (Limited Reporters and General Reporters)
- Ensuring that the statement described in Section XII appears in the position announcement and position description of all Mandated Reporter positions
- Ensuring that all Mandated Reporters (with the exception of non-Management Personnel Plan employees hired prior to January 1, 1985) are provided with statements to be completed acknowledging their legal obligations (Attachments C and D)
- Tracking Mandated Reporters' completion of Attachments C and D and placing the signed statements in each employee's personnel file
- Assisting Mandated Reporters in carrying out their reporting responsibilities
- Taking measures, if necessary, to ensure that Mandated Reporters are not impeded in performing their duties

VII. PROCEDURE FOR REPORTING

Mandated Reporters are legally required to report suspected child abuse or neglect as follows:

- **Step One: Immediately, or as soon as practically possible, contact by phone one of the following:**
 - a police or sheriff's department (including campus police but not including a school district police or security department);
 - a county probation department (if designated by the county to receive mandated reports); **or**
 - the county welfare department (Child Protected Services or CPS).
- **Step Two: Within 36 hours of receiving the information concerning the incident:**
 - Complete Form SS 8572 (included as Attachment E and also available at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf; instructions available at http://ag.ca.gov/childabuse/pdf/8572_instruct.pdf; **and**
 - send, fax, or electronically transmit it to the agency that was contacted by phone (Penal Code § 11166(a))

Note: In case of an emergency or if a crime is in progress, employees should always immediately call campus police or 911.

At the time of the phone call, the Mandated Reporter must provide the following information, if known:

- Name, business address, and telephone number of the Mandated Reporter
- Child's name, address, and present location
- Names, addresses, and telephone numbers of the child's parents, guardian, or caretaker
- Source of information that led to the suspicion of child abuse
- Name, address, telephone number, and other personal information of person(s) who might have abused the child

The Mandated Reporter is not excused from making a report where some of this information is not known or is uncertain.

For suspected abuse or neglect occurring on CSU premises or at an official activity of, or program conducted by the CSU, Mandated Reporters are encouraged, but not required, to also notify their supervisors or other appropriate administrators. However, reporting to a supervisor, a coworker, or any other person is not a substitute for making a mandated report to one of the agencies listed above.

When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report (Penal Code § 11166(h)).

Names and contact information for agencies that can accept reports are available online at the following websites:

California State University Police Departments (by campus):

<http://calstate.edu/strategicinitiatives/UPD/contacts.shtml>

Child Protective Services (by county):

http://www.hwcws.cahwnet.gov/countyinfo/county_contacts/hotline_numbers.asp

Sheriffs' Departments (by county):

<http://www.calsheriffs.org/sheriffs-offices.html>

Attachment E is the California Department of Justice form for use by Mandated Reporters to report suspected child abuse or neglect. Known as Form SS 8572, it is available online at: http://ag.ca.gov/childabuse/pdf/SS_8572.pdf. Instructions for completing the form are available online at: http://ag.ca.gov/childabuse/pdf/8572_instruct.pdf.

VIII. IMMUNITY AND CONFIDENTIALITY OF REPORTER

Mandated Reporters cannot be held civilly or criminally liable for their reports. Instead, they enjoy immunity from prosecution for their reporting of suspected child abuse (Penal Code

§ 11172(a)). Both the identity of the person who reports and the report itself are confidential and disclosed only among appropriate agencies (Penal Code § 11167(d)).

IX. PENALTY FOR FAILURE TO REPORT ABUSE OR IMPEDING REPORT

A Mandated Reporter who fails to make a required report, or any administrator or supervisor who impedes or inhibits a report, is guilty of a misdemeanor punishable by up to six months in jail, a fine of \$1,000, or both (Penal Code §§ 11166(c) and 11166.01(a)).

Where the abuse results in death or great bodily injury, the Mandated Reporter who fails to make a required report or administrator or supervisor who impeded or inhibited the report is subject to punishment of up to one year in jail, a fine of \$5,000, or both (Penal Code § 11166.01(b)).

X. WRITTEN ACKNOWLEDGMENT OF LEGAL

RESPONSIBILITY TO REPORT ABUSE

A. New Employees

New employees who are identified as Mandated Reporters (including Management Personnel Plan employees) will be notified and required, as a precondition of employment, to sign a statement that acknowledges their status as a Mandated Reporter and their agreement to comply with the reporting obligations under the Act. The statement will specify whether the employee is a Limited Reporter (Attachment C) or a General Reporter (Attachment D). New employees who are designated as Mandated Reporters, but who refuse to sign the statement presented to them cannot be hired, ***without exception.***

B. Existing Employees

Existing employees hired on or after January 1, 1985 and who are identified as Mandated Reporters (including Management Personnel Plan employees) will be notified and required, as a condition of continuing employment, to sign a statement that acknowledges they will comply with their reporting obligations under the Act. The statement will specify whether the employee is a Limited Reporter (Attachment C) or a General Reporter (Attachment D). Campus Human Resources will follow up with employees who fail to submit the required statements. Existing employees designated as Mandated Reporters who refuse to sign the statement within a reasonable period of time, despite being reminded by Campus Human Resources, will be subject to disciplinary action up to and including dismissal.

Employees hired prior to January 1, 1985 are not required to be designated as Mandated Reporters but are strongly encouraged to report suspected child abuse or neglect.

C. Volunteers

New volunteers are required to sign a statement prior to the start of their service as a volunteer that acknowledges their status as a Limited Reporter. Volunteers who refuse to sign the statement presented to them cannot serve as volunteers, ***without exception.***

Existing volunteers are required to sign a statement that acknowledges their status as a Limited Reporter. Volunteers who refuse to sign the statement within a reasonable period of time cannot continue to serve as volunteers, ***without exception.***

XI. TRAINING

Mandated Reporters and all other employees, as well as volunteers, are strongly encouraged to complete the online training course provided at: <https://ds.calstate.edu/?svc=skillsoft> (under keyword search "Mandated Reporter").

Campuses may also provide training.

XII. POSITION ANNOUNCEMENT/POSITION DESCRIPTION REQUIREMENTS

The position announcements (also known as "vacancy" announcements) and the position descriptions for all CSU positions designated as Mandated Reporters shall state that compliance with the Act and this executive order are a condition of employment, in language similar to the following: "The person holding this position is

considered a 'mandated reporter' under the California Child Abuse and Neglect Reporting Act and is required to comply with the requirements set forth in CSU Executive Order 1083 Revised July 21, 2017 as a condition of employment." Existing position announcements and position descriptions for all CSU positions shall be revised to include this language either at the time a recruitment to fill the position is open or at the time the position description is next scheduled for a periodic review by campus Human Resources, whichever is earlier.

Attachments:

Attachment A (Excerpts of California Child Abuse and Neglect Reporting Act, Penal Code §§ 11165.7, 11166, 11166.01, and 11167)

Attachment B (Categories of Mandated Reporters)

Attachment C (Acknowledgment of Mandated Reporter Status and Legal Duty to Report Child Abuse and Neglect) – **for Limited Reporters (Including Management Personnel Plan employees and volunteers)**

Attachment D (Acknowledgment of Mandated Reporter Status and Legal Duty to Report Child Abuse and Neglect) – **for General Reporters**

Attachment E (Form SS 8572, Suspected Child Abuse Report)

¹ While this executive order excludes non-Management Personnel Plan employees hired prior to January 1, 1985 from being designated as Mandated Reporters, these employees may still have a legal obligation to report suspected child abuse or neglect under California Penal Code § 11165.7 and § 11166. Accordingly, the CSU strongly encourages all employees to report suspected child abuse or neglect.

Supersedes: Executive Order 1083 January 1, 2013

Issued by:

Timothy P. White, Chancellor

All revision dates:

7/21/2017

Attachments

A: [Excerpts of California Child Abuse and Neglect Reporting Act Penal Code Sections 11164 through 11165.7, 11166, 11166.01, and 11167](#)

B: [Categories of Mandated Reporters](#)

C: [Statement Acknowledging Requirement to Report Child Abuse and Neglect \(Use for Limited Reporters Only\)](#)

D: [Statement Acknowledging Requirement to Report Child Abuse and Neglect \(Use for General Reporters Only\)](#)

E: [Suspected Child Abuse Report](#)

[Transmittal Letter](#)

To: All Faculty and Staff

From: The Center for Human Resources

Subject: Alcohol Abuse and Illegal Drugs

San Diego State University is committed to providing positive academic and professional environments for our students, faculty, and staff. Alcohol abuse and/or the use of illegal drugs are incompatible with this objective.

The Center for Human Resources provides the following information to faculty and staff per the requirements of the Federal Drug-Free Schools and Communities Regulations. Please also see San Diego State University's Alcohol and Illegal Drugs policy, which is located [here](#).

Health Risks

Use and abuse of alcohol and/or illegal drugs can lead to accidents, injury, and death. If you see someone unconscious, call 9-1-1. Alcohol and/or illegal drugs may be involved. Regardless, the unconscious individual may need emergency services.

Driving after consumption of even relatively small quantities of alcohol may compromise safe driving and substantially increases the risk of crash involvement. If you witness a suspected intoxicated driver, please call 9-1-1. Law enforcement personnel will typically need a description of the manner in which the driver is driving the vehicle, a license plate number, a description of the vehicle and driver, and an exact location and direction of travel.

Alcohol and/or drug dependency – continuing use of substances with adverse effects on any area of life – put life (including pregnancy) at risk and may contribute to serious health problems like cancer and heart disease.

Resources for Faculty and Staff

All faculty and staff may call the University's Employee Assistance Program (EAP) administered by AETNA at 1-800-342-8111 for confidential, round-the-clock counseling related to alcohol abuse and/or the use of illegal drugs and their impact. University-sponsored medical insurance plans may provide additional counseling, treatment, or rehabilitation programs. Contact your medical insurance provider or the Center for Human Resources, Benefits Services at (619) 594-1144 for more information. **ALL CONTACT IS CONFIDENTIAL.**

Law

Federal and California law make it illegal to possess most drugs. It is also illegal for anyone under 21 years of age to purchase or possess alcohol or for anyone to furnish alcohol to those under 21 years of age. Marijuana (both medical and non-medical) is not permitted on campus or in connection with any University related activity.

Consequences

While the totality of circumstances will always be determinative of the University's handling of a violation of law or the SDSU Alcohol Abuse and Illegal Drugs Policy, such violations may result in disciplinary sanction in accordance with the controlling collective bargaining agreement and California Education Code, Section 89535, or for management employees, Title 5 of the California Code of Regulations.



SAN DIEGO STATE UNIVERSITY

SDSU Smoke-Free Policy

Senate Policy File:

1.0 Smoking shall be prohibited by San Diego State University as follows:

- a. In buildings owned and occupied by or leased and occupied by SDSU and in SDSU vehicles,
- b. In SDSU outdoor areas including parking lots,
- c. In outdoor SDSU owned or leased constructed seating areas where people are likely to congregate.
- d. Appropriately worded "no smoking" signs shall be placed in locations where the smoking rule is consistently violated and all public ash receptacles shall be placed in compliance with this policy.

2.0 The distribution of free samples of tobacco products is prohibited. No tobacco-related advertising or sponsorship shall be permitted on SDSU property, at college-sponsored events or in publications produced by the college, with the exception of advertising in a newspaper or magazine that is not produced by SDSU and which is lawfully sold, bought or distributed on campus property. For the purposes of this policy, "tobacco-related" applies to the use of a tobacco brand or corporate name, trademark, logo, symbol or motto, selling message, recognizable pattern of colors or any other indicia of product identification identical to or similar to, or identifiable with, those used for any brand of tobacco products or company which manufactures tobacco products.

3.0 The designated officials in charge of receiving complaints about employees shall be Human Resources, and for complaints about students shall be Student Affairs. Other violations shall be referred to Public Safety, unless other designated officials are named by the President to receive complaints concerning violations of this policy. This official, policy, procedures for complaints, and consequences of violations will be posted online.

If needed, AB 795 allows for fines to be assessed for repeat violators, and this avenue will be explored if needed, though social enforcement shall be the primary means of enforcement.

4.0 All members of the campus community will be informed of the smoking policy by widely distributing the campus tobacco policy on an annual basis. The tobacco policy will be clearly posted in employee and student handbooks, on the college/university website, and in other relevant publications. Key components of the policy will be also shared with parents, alumni/ae, and visitors. The general policy will be both printed and electronic formats.

5.0 The university shall offer smoking-cessation assistance for students through Student Health Services and for faculty and staff through the Employee Assistance Program. Interested employees should contact the Center for Human Resources.

6.0 San Diego State University auxiliary organizations shall comply with this policy.

7.0 Smoking shall be permitted in university-sponsored theatre and dance productions and other representations where smoking is part of the script.

8.0 Notice of this policy shall be posted at or near principal entrances to the campus and on www.sdsu.edu.

9.0 This policy shall implement Cal. Code Regs. Title 5 section 42356 and CSU Memorandum 200-26 and 2003-19 in accordance with the Education Code 89030 and 89031 and Cal. Govt Code sections 7596-7598, and Executive Order 1108 (2017).

10.0 Smoking is defined as inhaling, exhaling, burning, or carrying a lighted or vapor-producing tobacco product. Tobacco is defined as all tobacco-derived or containing products, including, but not limited to, cigarettes (clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, hookah smoked products, and oral tobacco (spit and spitless, smokeless, chew, snuff).



Work Related Injury or Illness Occurs

EMERGENCY: Call 911
Notify Human Resources: 619-594-1144

Employee

Supervisor

Immediately:

Employee Action:
Report injury or illness to your supervisor

Supervisor Action:
Help employee obtain proper medical care

Within 24 Hours:

Employee Action:
Complete Supervisor's Report of Work Related Injury/Illness with your supervisor

Supervisor Action:
Complete Supervisor's Report of Work Related Injury/Illness

Supervisor Action:
Provide employee with DWC-1 Form

Action:
Fax Supervisor's Report of Work Related Injury/Illness to Human Resources: (619) 594-4013

Does employee need to seek medical services?

No

Yes

Employee Action:
Complete DWC-1 Form with your supervisor. Complete Lines 1-9

Supervisor Action:
Complete DWC-1 Form with your employee. Complete Lines 10-18

Supervisor Action:
Fax Completed Form to Human Resources: 619-594-4013

Employee:
Injury or Illness is considered "Incident Only." If you wish to seek medical services at a later date, a claim may still be opened.

Supervisor:
Do not complete DWC-1 Form. If employee wishes to seek medical services at a later date, DWC-1 must then be completed.

Seek Medical Services:

Sharp Rees-Stealy Occupational Medicine:
5525 Grossmont Center Drive
La Mesa, CA 91942
(619) 644-6600
Hours: M-F, 8:00 am - 5:00 pm

After Hours Care*
Sharp Urgent Care:
5525 Grossmont Center Dr.
La Mesa, CA 91942
(619) 644-6600
Hours: M-F, 8 am - 8:00 pm

*For emergencies, go to nearest emergency facility

Follow-up Care Actions:

Turn in all work-status reports to your supervisor.

To obtain all forms:

Visit: <https://bfa.sdsu.edu/hr/>
> Current Employees
> (Benefits Services) Workers' Compensation/Occupational Injuries

For questions and assistance, contact
The Center for Human Resources at (619) 594-1144



San Diego State University (SDSU) is committed to providing a safe working environment for all employees. In the event of a work-related injury or illness, an employee may be entitled to workers' compensation benefits to include medical care, hospitalization, approved treatments, temporary and permanent disability, supplemental job displacement, and death benefits. SDSU contracts with Sedgwick Claims Management Services (Sedgwick CMS) to administer its workers' compensation claims, interpret applicable laws, and determine benefits.

If you experience a life threatening injury or illness, call 911 and seek medical attention.

If your work-related injury or illness is not life threatening, notify your supervisor immediately, so that they may:

- Assess the level of care needed
- Help you seek medical services
- Notify The Center for Human Resources
- Complete a Supervisor's Report of Work-Related Injury/Illness
- Provide you a claim form within 24 hours of their knowledge of your injury/illness

Where to Receive Medical Care (For emergencies, go to the nearest emergency facility)

Sharp Rees-Stealy

Occupational Medicine

5525 Grossmont Center Drive

La Mesa, Ca 91942

619-644-6600

Hours: M-F, 8am-5pm

After Hours Care:

Sharp Urgent Care

5525 Grossmont Center Drive

La Mesa, Ca 91942

619-644-6600

Hours: M-F, 8am-8pm

Sharp Rees-Stealy is the authorized medical provider for workers' compensation injuries or illnesses. SDSU has authority to select your primary treating physician (PTP) for the first 30 days of medical treatment. After 30 days, if you still need medical services, you may change to a PTP of your choice, if your PTP agrees to treat you.

If you wish to have authorization of your PTP selection for the first 30 days, you may complete a Pre-Designation of Physician Form found on the Center for Human Resources website. Your selected PTP must sign the form, which must be on file with The Center for Human Resources prior to any injury/illness.

The Center for Human Resources is available to assist you with any questions regarding the workers' compensation program. Please call us at 619-594-1144.

To obtain all forms, visit: <https://bfa.sdsu.edu/hr/> > Current Employees > (Benefits Services) Workers' Compensation/Occupational Injuries

New Hire Notice -- Injuries Caused By Work

What does workers' compensation cover?

You may be entitled to workers' compensation benefits if you are injured or become ill because of your job. Workers' compensation covers most work-related physical or mental injuries and illnesses. An injury or illness can be caused by one event (such as hurting your back in a fall) or by repeated exposures such as hurting your wrist from doing the same motion over and over). Generally, independent contractors, and volunteers who receive no compensation are not covered by workers' compensation benefits. Injuries resulting from off duty recreational, social, or athletic activities, unless condoned or sponsored by your employer, are generally not covered.

Benefits:

Workers' compensation benefits include: Medical care, temporary disability, permanent disability, supplemental job displacement voucher, and death benefits

Medical Care:

You are entitled to medical care that is reasonably required to cure or relieve you from the effects of your work-related injury. Medical care may include doctor visits, hospital services, physical therapy, lab tests, x-rays, and medicines that are reasonably necessary to treat your injury. Providers should never bill you directly for work-related injuries. There is a limit on some medical services. Your employer is required to provide you with a claim form within one business day of learning about your injury. It is extremely important that you complete the "Employee" section of the claim form as your employer is required to authorize medical care within one working day after you file the form. If additional care is necessary after the initial treatment, the claims administrator will authorize any care that is appropriate for your injury, including the referral to specialists.

Your Primary Treating Physician (PTP):

This is the doctor with overall responsibility for treating your injury or illness. The primary treating physician determines what type of treatment you need and when you may return to work. A multispecialty medical group of licensed doctors and osteopathy can be designated as personal physicians. If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness by making a request to the claims administrator. Chiropractors may not continue as the primary treating physician after 24 visits. If specialists, diagnostics, etc. are needed in your case, this physician will be responsible for making the referrals. If you name your personal physician before your injury, you may see him or her for treatment in certain circumstances. Otherwise, your employer has the right to select the physician who will treat you for the first 30 days. You may be able to switch to a doctor of your choice after 30 days. Special rules apply if your employer offers a Health Care Organization (HCO) or has a medical provider network.

You should receive information from your employer if you are covered by an HCO or MPN. Contact your employer for more information.

Treatment by your personal physician:

You may be treated by your personal physician if you notify your employer prior to your injury. A personal physician includes a medical group of licensed doctors of medicine or osteopathy. Please have your physician complete the attached form and return to your employer. The following requirements must be met:

1. You must have group health coverage from any source for non-industrial illnesses and injuries.
2. Your personal physician must agree in advance to treat you for any work injuries or illnesses
3. Your physician must be your regular physician and surgeon.
4. Your physician has previously directed your medical treatment and retains your records, including your medical history.

What happens if your employer disputes your injury?

State law requires employers to authorize medical care within one working day of receiving a DWC 1 claim form. Your employer may be liable for as much as \$10,000 in medical care until your claim is accepted or denied.

Medical Provider Networks:

Your employer may be using a MPN, which is a selected network of health care providers to provide treatment to workers injured on the job. If your employer is using a MPN, a MPN notice should be posted next to this poster to explain how to use the MPN. If you have pre-designated your personal physician prior to your work injury, then you may receive treatment from your pre-designated doctor. If you have not pre-designated and your employer is using a MPN, you are free to choose an appropriate provider from the MPN list after the first medical visit directed by the employer. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN.

What if my employer has a Medical Provider Network?

If your employer has Medical Provider Network additional information can be obtained by reviewing the full employee notification which is required to be posted in close proximity to the workers' compensation poster.

What if my employer does not have a Medical Provider Network?

If your employer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness within 30 days of reporting your injury. Chiropractors may not continue as

the primary treating physician after 24 visits. You may use the attached Notice of Personal Chiropractor or Personal Acupuncturist form to notify your employer of this change.

Emergency Medical Care:

If you need emergency care, call 911 for help immediately from the hospital, ambulance, fire department or police department.

First Aid:

If you need first aid treatment, contact your employer. If you have more than a simple first aid injury, you will need to ask your employer for a claim form.

Temporary Disability (TD) Benefits:

You may be entitled to payments if you lose wages while recovering. Your temporary disability rate is calculated by multiplying your average weekly wage by two thirds. The first 3 days of disability are not payable under California law unless there is hospitalization at the time of injury or the disability exceeds 14 days. If your physician returns you to work on a modified basis, you may be entitled to wage loss. This is generally calculated by multiplying the difference between your average weekly wage and your earnings during modified duties times two thirds. This is subject to the benefit minimums and maximums set by the California Legislature. Temporary disability benefits are payable within 14 days of the date of injury or knowledge of the injury. Subsequent payments are due every 14 days. For injuries occurring on or after 1/1/08, no more than 104 weeks of temporary disability are payable within 5 years from the date of injury. For longer term conditions (hepatitis B & C, amputations, severe burns, HIV, high velocity eye injuries, chemical burns to the eyes, pulmonary fibrosis, and chronic lung disease) no more than 240 weeks within five years from the date of injury are payable. You may be eligible for state disability benefits from the Employment Development Department (EDD) if TD benefits are stopped, delayed, or denied. There are time limits so contact EDD for more information.

Permanent Disability (PD) Benefits:

You may be entitled to payments if your physician says your injury has limited your ability to work. The permanent disability rate is calculated by multiplying your average weekly wage by two thirds, subject to statutory minimums and maximums. The amount of permanent disability or impairment may depend on your doctor's opinion, as well as your age, occupation type of injury and date of injury. If you have permanent disability or your claims examiner suspects you have permanent disability, a letter will be sent to you explaining your benefits, including the estimate or total value of permanent disability, weekly payment amount, how the benefit was calculated, and all of your related rights under the California Labor Code, including your right to object to the report upon which the determination is being based. Permanent Disability benefits are payable within 14 days of the last payment of temporary disability benefit or after you physician indicates there is permanent disability. The benefit is payable every fourteen days. Permanent Disability benefits are not payable until your claim is finalized if your employer

offered a job upon termination of temporary disability benefits.

Supplemental Job Displacement Benefit:

You may be entitled to a nontransferable voucher payable to a state approved school. To qualify, your injury must result in a permanent impairment and your employer is unable to offer modified or alternative work within 60 days of receipt of a report asserting that all medical conditions have reached maximum medical improvement. If your employer does not offer a modified or alternate job within 60 days of determination of maximum medical improvement, you may choose to receive a nontransferable voucher to use at a state accredited school for education-related retraining or skill replacement. If you qualify for the supplemental job displacement benefit, your claims examiner will provide a voucher for up to \$6,000.00.

Return to Work Fund

If your injury results in permanent impairment and it is determined that the amount awarded is disproportionately low in comparison to your loss of earnings, you may be entitled to additional compensation. A fund was established to supplement permanent impairment benefits under specific circumstances. This fund is administered by the Division of Workers Compensation. Your examiner can assist in directing you to the correct resource to determine eligibility.

Death Benefits:

Death benefits are paid to dependents of a worker who dies from a work-related injury or illness. The benefit is calculated and paid in the same manner as temporary disability. This benefit is paid at a minimum rate of \$224 per week. The death benefit rates are set by state law and the amount depends upon the number of dependents. If dependent minor children are involved, death benefits are payable at least until the youngest child reaches majority age. Burial expenses are also provided under this benefit.

Report Your Injury:

Report the injury immediately to your supervisor or to:

Employer representative: _____

Phone number: _____

Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you a claim form within one working day after learning about your injury. Within one working day after you file a claim form, your employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for your alleged injury and shall be liable for up to ten thousand dollars (\$10,000) in treatment until the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars (\$ 10,000). If your claim is denied, you have the right to appeal the decision within one year of the date of injury.

Discrimination:

It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Questions?

If you have questions, see your employer or the claims examiner who handles workers' compensation claims for your employer.

Claims Administrator:

Sedgwick Claims Management Services, Inc.

Address: P.O Box 14479

City: Lexington State: KY Zip: 40512-4479

Phone: (916) 851-8060

The employer is insured for workers' compensation by:

This employer is self-insured.

How do I locate information regarding my employer's current workers' compensation carrier?

For information regarding your employer's workers' compensation carrier, please visit the below website.

<https://www.caworkcompcoverage.com>

If the workers' compensation policy has expired, contact a Labor Commissioner at the Division of Labor Standards Enforcement - their number can be found in your local White Pages under California State Government, Department of Industrial Relations.

You can get free information from a State Division of Workers' Compensation Information & Assistance Officer.

The nearest Information & Assistance Officer is at:

Address: 7575 Metropolitan Drive, Suite #202

City: San Diego, CA 92108 Phone: (619) 767-2085

Hear recorded information and a list of local offices by calling toll-free (800) 736-7401.

Learn more online: www.dir.ca.gov.

False claims and false denials:

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony and may be fined and imprisoned.

Your employer may not be liable for the payment of workers' compensation benefits for any injury that arises from your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your work-related duties.

PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.) or doctor of osteopathic medicine (D.O.) if:

On the date of your work injury you have health coverage for injuries and illnesses that are not work related;

The doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;

Your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries;

Prior to the injury your doctor agrees to treat you for work injuries or illnesses;

Prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN Employee:

Complete this section.

TO: (name of employer). If I have a work-related injury or illness, I choose to be treated by:

(Name of doctor) (M.D., D.O.)

(Street address, city, state, ZIP)

(Telephone number)

Employee Name (please print): _____

Employee's Address: _____

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses: _____

Employee's Signature: _____ **Date:** _____

Physician: I agree to this pre-designation:

Signature: _____ **Date:** _____

(physician or designated employee of the physician)

The physician is not required to sign this form, however, if the physician or designated employee of the physician does not sign, other documentation of the physician's agreement to be pre-designated will be required pursuant to Title 8, California Code of Regulations, section 9780.1 (a)(3).

NOTICE OF PERSONAL CHIROPRACTOR OR PERSONAL ACUPUNCTURIST

If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal chiropractor or acupuncturist in writing prior to the injury or illness. Your claims administrator generally has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your claims administrator has initiated your treatment with another doctor during this period, you may then, upon request, have your treatment transferred to your personal chiropractor or acupuncturist. Chiropractors may not continue as the primary treating physician after 24 visits.

Note: If your date of injury is January 1, 2004 or later, a chiropractor cannot be your treating physician after you have received 24 chiropractic visits unless your employer has authorized additional visits in writing. The term "chiropractic visit" means any chiropractic office visit, regardless of whether the services performed involve chiropractic manipulation or are limited to evaluation and management. Once you have received 24 visits, if you still require medical treatment, you will have to select a new physician who is not a chiropractor. This prohibition shall not apply to visits for postsurgical physical medicine visits prescribed by a surgeon, or physician designated by the surgeon, under the postsurgical component of the Division of Workers' Compensation's Medical Treatment Utilization Schedule.

You may use this form to notify your employer of your personal chiropractor or acupuncturist.

Your Chiropractor or Acupuncturist's Information:

(Name of chiropractor or acupuncturist)

(Street address, city, state, ZIP)

(Telephone number)

Employee Name (please print): _____

Employee's Address: _____

Employee's Signature: _____ Date: _____



Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Use the attached form to file a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If you file a claim, the claims administrator, who is responsible for handling your claim, must notify you within 14 days whether your claim is accepted or whether additional investigation is needed.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Do this right away to avoid problems with your claim. In some cases, benefits will not start until you inform your employer about your injury by filing a claim form. Describe your injury completely. Include every part of your body affected by the injury. If you mail the form to your employer, use first-class or certified mail. If you buy a return receipt, you will be able to prove that the claim form was mailed and when it was delivered. Within one working day after you file the claim form, your employer must complete the "Employer" section, give you a dated copy, keep one copy, and send one to the claims administrator.

Medical Care: Your claims administrator will pay for all reasonable and necessary medical care for your work injury or illness. Medical benefits are subject to approval and may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, medicines, equipment and travel costs. Your claims administrator will pay the costs of approved medical services directly so you should never see a bill. There are limits on chiropractic, physical therapy, and other occupational therapy visits.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness.

- If you previously designated your personal physician or a medical group, you may see your personal physician or the medical group after you are injured.
- If your employer is using a medical provider network (MPN) or Health Care Organization (HCO), in most cases, you will be treated in the MPN or HCO unless you predesignated your personal physician or a medical group. An MPN is a group of health care providers who provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information.
- If your employer is not using an MPN or HCO, in most cases, the claims administrator can choose the doctor who first treats you unless you predesignated your personal physician or a medical group.
- If your employer has not put up a poster describing your rights to workers' compensation, you may be able to be treated by your personal physician right after you are injured.

Within one working day after you file a claim form, your employer or the claims administrator must authorize up to \$10,000 in treatment for your injury, consistent with the applicable treating guidelines until the claim is accepted or rejected. If the employer or claims administrator does not authorize treatment right away, talk to your supervisor, someone else in management, or the claims administrator. Ask for treatment to be authorized right now, while waiting for a decision on your claim. If the employer or claims administrator will not authorize treatment, use your own health insurance to get medical care. Your health insurer will seek reimbursement from the claims administrator. If you do not have health insurance, there are doctors, clinics or hospitals that will treat you without immediate payment. They will seek reimbursement from the claims administrator.

Switching to a Different Doctor as Your PTP:

- If you are being treated in a Medical Provider Network (MPN), you may switch to other doctors within the MPN after the first visit.
- If you are being treated in a Health Care Organization (HCO), you may switch at least one time to another doctor within the HCO. You may switch to a doctor outside the HCO 90 or 180 days after your injury is reported to your employer (depending on whether you are covered by employer-provided health insurance).
- If you are not being treated in an MPN or HCO and did not predesignate, you may switch to a new doctor one time during the first 30 days after your injury is reported to your employer. Contact the claims administrator to switch doctors. After 30 days, you may switch to a doctor of your choice if

Si Ud. se lesiona o se enferma, ya sea físicamente o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación de trabajadores. Utilice el formulario adjunto para presentar un reclamo de compensación de trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran dependiendo de la índole de su reclamo. Si usted presenta un reclamo, el administrador de reclamos, quien es responsable por el manejo de su reclamo, debe notificarle dentro de 14 días si se acepta su reclamo o si se necesita investigación adicional.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y déle el resto a su empleador. Haga esto de inmediato para evitar problemas con su reclamo. En algunos casos, los beneficios no se iniciarán hasta que usted le informe a su empleador acerca de su lesión mediante la presentación de un formulario de reclamo. Describa su lesión por completo. Incluya cada parte de su cuerpo afectada por la lesión. Si usted le envía por correo el formulario a su empleador, utilice primera clase o correo certificado. Si usted compra un acuse de recibo, usted podrá demostrar que el formulario de reclamo fue enviado por correo y cuando fue entregado. Dentro de un día laboral después de presentar el formulario de reclamo, su empleador debe completar la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos.

Atención Médica: Su administrador de reclamos pagará por toda la atención médica razonable y necesaria para su lesión o enfermedad relacionada con el trabajo. Los beneficios médicos están sujetos a la aprobación y pueden incluir tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio, las medicinas, equipos y gastos de viaje. Su administrador de reclamos pagará directamente los costos de los servicios médicos aprobados de manera que usted nunca verá una factura. Hay límites en terapia quiropráctica, física y otras visitas de terapia ocupacional.

El Médico Primario que le Atiende (Primary Treating Physician- PTP) es el médico con la responsabilidad total para tratar su lesión o enfermedad.

- Si usted designó previamente a su médico personal o a un grupo médico, usted podrá ver a su médico personal o grupo médico después de lesionarse.
- Si su empleador está utilizando una red de proveedores médicos (*Medical Provider Network- MPN*) o una Organización de Cuidado Médico (*Health Care Organization- HCO*), en la mayoría de los casos, usted será tratado en la *MPN* o *HCO* a menos que usted hizo una designación previa de su médico personal o grupo médico. Una *MPN* es un grupo de proveedores de asistencia médica quien da tratamiento a los trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si su tratamiento es cubierto por una *HCO* o una *MPN*. Hable con su empleador para más información.
- Si su empleador no está utilizando una *MPN* o *HCO*, en la mayoría de los casos, el administrador de reclamos puede elegir el médico que lo atiende primero a menos de que usted hizo una designación previa de su médico personal o grupo médico.
- Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede ser tratado por su médico personal inmediatamente después de lesionarse.

Dentro de un día laboral después de que Ud. Presente un formulario de reclamo, su empleador o el administrador de reclamos debe autorizar hasta \$10000 en tratamiento para su lesión, de acuerdo con las pautas de tratamiento aplicables, hasta que el reclamo sea aceptado o rechazado. Si el empleador o administrador de reclamos no autoriza el tratamiento de inmediato, hable con su supervisor, alguien más en la gerencia, o con el administrador de reclamos. Pida que el tratamiento sea autorizado ya mismo, mientras espera una decisión sobre su reclamo. Si el empleador o administrador de reclamos no autoriza el tratamiento, utilice su propio seguro médico para recibir atención médica. Su compañía de seguro médico buscará reembolso del administrador de reclamos. Si usted no tiene seguro médico, hay médicos, clínicas u hospitales que lo tratarán sin pago inmediato. Ellos buscarán reembolso del administrador de reclamos.

Cambiando a otro Médico Primario o PTP:

- Si usted está recibiendo tratamiento en una Red de Proveedores Médicos

your employer or the claims administrator has not created or selected an MPN.

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same level of privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Problems with Medical Care and Medical Reports: At some point during your claim, you might disagree with your PTP about what treatment is necessary. If this happens, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, the steps to take depend on whether you are receiving care in an MPN, HCO, or neither. For more information, see "Learn More About Workers' Compensation," below.

If the claims administrator denies treatment recommended by your PTP, you may request independent medical review (IMR) using the request form included with the claims administrator's written decision to deny treatment. The IMR process is similar to the group health IMR process, and takes approximately 40 (or fewer) days to arrive at a determination so that appropriate treatment can be given. Your attorney or your physician may assist you in the IMR process. IMR is not available to resolve disputes over matters other than the medical necessity of a particular treatment requested by your physician.

If you disagree with your PTP on matters other than treatment, such as the cause of your injury or how severe the injury is, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, notify the claims administrator in writing as soon as possible. In some cases, you risk losing the right to challenge your PTP's opinion unless you do this promptly. If you do not have an attorney, the claims administrator must send you instructions on how to be seen by a doctor called a qualified medical evaluator (QME) to help resolve the dispute. If you have an attorney, the claims administrator may try to reach agreement with your attorney on a doctor called an agreed medical evaluator (AME). If the claims administrator disagrees with your PTP on matters other than treatment, the claims administrator can require you to be seen by a QME or AME.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you may receive temporary disability payments for a limited period. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Stay at Work or Return to Work: Being injured does not mean you must stop working. If you can continue working, you should. If not, it is important to go back to work with your current employer as soon as you are medically able. Studies show that the longer you are off work, the harder it is to get back to your original job and wages. While you are recovering, your PTP, your employer (supervisors or others in management), the claims administrator, and your attorney (if you have one) will work with you to decide how you will stay at work or return to work and what work you will do. Actively communicate with your PTP, your employer, and the claims administrator about the work you did before you were injured, your medical condition and the kinds of work you can do now, and the kinds of work that your employer could make available to you.

Payment for Permanent Disability: If a doctor says you have not recovered completely from your injury and you will always be limited in the work you can do, you may receive additional payments. The amount will depend on the type of injury, extent of impairment, your age, occupation, date of injury, and your wages before you were injured.

Supplemental Job Displacement Benefit (SJDB): If you were injured on or after 1/1/04, and your injury results in a permanent disability and your employer does not offer regular, modified, or alternative work, you may qualify for a nontransferable voucher payable for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law.

Death Benefits: If the injury or illness causes death, payments may be made to a

(Medical Provider Network- MPN), usted puede cambiar a otros médicos dentro de la MPN después de la primera visita.

- Si usted está recibiendo tratamiento en un Organización de Cuidado Médico (Healthcare Organization- HCO), es posible cambiar al menos una vez a otro médico dentro de la HCO. Usted puede cambiar a un médico fuera de la HCO 90 o 180 días después de que su lesión es reportada a su empleador (dependiendo de si usted está cubierto por un seguro médico proporcionado por su empleador).
- Si usted no está recibiendo tratamiento en una MPN o HCO y no hizo una designación previa, usted puede cambiar a un nuevo médico una vez durante los primeros 30 días después de que su lesión es reportada a su empleador. Póngase en contacto con el administrador de reclamos para cambiar de médico. Después de 30 días, puede cambiar a un médico de su elección si su empleador o el administrador de reclamos no ha creado o seleccionado una MPN.

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación de trabajadores, sus expedientes médicos no tendrán el mismo nivel de privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un juez de compensación de trabajadores posiblemente decida qué expedientes serán revelados. Si usted solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

Problemas con la Atención Médica y los Informes Médicos: En algún momento durante su reclamo, podría estar en desacuerdo con su PTP sobre qué tratamiento es necesario. Si esto sucede, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, los pasos a seguir dependen de si usted está recibiendo atención en una MPN, HCO o ninguna de las dos. Para más información, consulte la sección "Aprenda Más Sobre la Compensación de Trabajadores," a continuación.

Si el administrador de reclamos niega el tratamiento recomendado por su PTP, puede solicitar una revisión médica independiente (*Independent Medical Review-IMR*), utilizando el formulario de solicitud que se incluye con la decisión por escrito del administrador de reclamos negando el tratamiento. El proceso de la IMR es parecido al proceso de la IMR de un seguro médico colectivo, y tarda aproximadamente 40 (o menos) días para llegar a una determinación de manera que se pueda dar un tratamiento apropiado. Su abogado o su médico le pueden ayudar en el proceso de la IMR. La IMR no está disponible para resolver disputas sobre cuestiones aparte de la necesidad médica de un tratamiento particular solicitado por su médico.

Si no está de acuerdo con su PTP en cuestiones aparte del tratamiento, como la causa de su lesión o la gravedad de la lesión, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, notifique al administrador de reclamos por escrito tan pronto como sea posible. En algunos casos, usted arriesga perder el derecho a objetar a la opinión de su PTP a menos que hace esto de inmediato. Si usted no tiene un abogado, el administrador de reclamos debe enviarle instrucciones para ser evaluado por un médico llamado un evaluador médico calificado (*Qualified Medical Evaluator-QME*) para ayudar a resolver la disputa. Si usted tiene un abogado, el administrador de reclamos puede tratar de llegar a un acuerdo con su abogado sobre un médico llamado un evaluador médico acordado (*Agreed Medical Evaluator- AME*). Si el administrador de reclamos no está de acuerdo con su PTP sobre asuntos aparte del tratamiento, el administrador de reclamos puede exigirle que sea atendido por un QME o AME.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. puede recibir pagos por incapacidad temporal por un periodo limitado. Estos pagos pueden cambiar o parar cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado una noche o no puede trabajar durante más de 14 días.

Permanezca en el Trabajo o Regreso al Trabajo: Estar lesionado no significa que usted debe dejar de trabajar. Si usted puede seguir trabajando, usted debe hacerlo. Si no es así, es importante regresar a trabajar con su empleador actual tan

spouse and other relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Resolving Problems or Disputes: You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your employer or claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) or unemployment insurance (UI) benefits. Call the state Employment Development Department at (800) 480-3287 or (866) 333-4606, or go to their website at www.edd.ca.gov.

You Can Contact an Information & Assistance (I&A) Officer: State I&A officers answer questions, help injured workers, provide forms, and help resolve problems. Some I&A officers hold workshops for injured workers. To obtain important information about the workers' compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an I&A officer of the state Division of Workers' Compensation. You can also hear recorded information and a list of local I&A offices by calling (800) 736-7401.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their website at www.californiaspecialist.org.

Learn More About Workers' Compensation: For more information about the workers' compensation claims process, go to www.dwc.ca.gov. At the website, you can access a useful booklet, "Workers' Compensation in California: A Guidebook for Injured Workers." You can also contact an Information & Assistance Officer (above), or hear recorded information by calling 1-800-736-7401.

pronto como usted pueda medicamente hacerlo. Los estudios demuestran que entre más tiempo esté fuera del trabajo, más difícil es regresar a su trabajo original y a sus salarios. Mientras se está recuperando, su *PTP*, su empleador (supervisores u otras personas en la gerencia), el administrador de reclamos, y su abogado (si tiene uno) trabajarán con usted para decidir cómo va a permanecer en el trabajo o regresar al trabajo y qué trabajo hará. Comuníquese de manera activa con su *PTP*, su empleador y el administrador de reclamos sobre el trabajo que hizo antes de lesionarse, su condición médica y los tipos de trabajo que usted puede hacer ahora y los tipos de trabajo que su empleador podría poner a su disposición.

Pago por Incapacidad Permanente: Si un médico dice que no se ha recuperado completamente de su lesión y siempre será limitado en el trabajo que puede hacer, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, grado de deterioro, su edad, ocupación, fecha de la lesión y sus salarios antes de lesionarse.

Beneficio Suplementario por Desplazamiento de Trabajo (Supplemental Job Displacement Benefit- SJDDB): Si Ud. se lesionó en o después del 1/1/04, y su lesión resulta en una incapacidad permanente y su empleador no ofrece un trabajo regular, modificado, o alternativo, usted podría cumplir los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo curso de reentrenamiento y/o mejorar su habilidad. Si Ud. cumple los requisitos, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a un cónyuge y otros parientes o a las personas que viven en el hogar que dependían económicamente del trabajador difunto.

Es ilegal que su empleador le castigue o despida por sufrir una lesión o enfermedad laboral, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (Código Laboral, sección 132a.) De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

Resolviendo problemas o disputas: Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su empleador o administrador de reclamos para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios del Seguro Estatal de Incapacidad (*State Disability Insurance-SDI*) o beneficios del desempleo (*Unemployment Insurance- UI*). Llame al Departamento del Desarrollo del Empleo estatal al (800) 480-3287 o (866) 333-4606, o visite su página Web en www.edd.ca.gov.

Puede Contactar a un Oficial de Información y Asistencia (Information & Assistance- I&A): Los Oficiales de Información y Asistencia (*I&A*) estatal contestan preguntas, ayudan a los trabajadores lesionados, proporcionan formularios y ayudan a resolver problemas. Algunos oficiales de *I&A* tienen talleres para trabajadores lesionados. Para obtener información importante sobre el proceso de la compensación de trabajadores y sus derechos y obligaciones, vaya a www.dwc.ca.gov o comuníquese con un oficial de información y asistencia de la División Estatal de Compensación de Trabajadores. También puede escuchar información grabada y una lista de las oficinas de *I&A* locales llamando al (800) 736-7401.

Ud. puede consultar con un abogado. La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un abogado, los honorarios serán tomados de algunos de sus beneficios. Para obtener nombres de abogados de compensación de trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, o consulte su página Web en www.californiaspecialist.org.

Aprenda Más Sobre la Compensación de Trabajadores: Para obtener más información sobre el proceso de reclamos del programa de compensación de trabajadores, vaya a www.dwc.ca.gov. En la página Web, podrá acceder a un folleto útil, "Compensación del Trabajador de California: Una Guía para Trabajadores Lesionados." También puede contactar a un oficial de Información y Asistencia (arriba), o escuchar información grabada llamando al 1-800-736-7401.



WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included in the Notice of Potential Eligibility, which is the cover sheet of this form. Detach and save this notice for future reference.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them. You may receive written notices from your employer or its claims administrator about your claim. If your claims administrator offers to send you notices electronically, and you agree to receive these notices only by email, please provide your email address below and check the appropriate box. If you later decide you want to receive the notices by mail, you must inform your employer in writing.

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información gravada. Una explicación de los beneficios de compensación de trabajadores está incluido en la Notificación de Posible Elegibilidad, que es la hoja de portada de esta forma. Separe y guarde esta notificación como referencia para el futuro.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos. Es posible que reciba notificaciones escritas de su empleador o de su administrador de reclamos sobre su reclamo. Si su administrador de reclamos ofrece enviarle notificaciones electrónicamente, y usted acepta recibir estas notificaciones solo por correo electrónico, por favor proporcione su dirección de correo electrónico abajo y marque la caja apropiada. Si usted decide después que quiere recibir las notificaciones por correo, usted debe de informar a su empleador por escrito.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above

Empleado—complete esta sección y note la notación arriba.

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
 2. Home Address. *Dirección Residencial.* _____
 3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
 4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
 5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* _____
 6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* _____
 7. Social Security Number. *Número de Seguro Social del Empleado.* _____
 8. Check if you agree to receive notices about your claim by email only. *Marque si usted acepta recibir notificaciones sobre su reclamo solo por correo electrónico.* Employee's e-mail. _____ *Correo electrónico del empleado.* _____
- You will receive benefit notices by regular mail if you do not choose, or your claims administrator does not offer, an electronic service option. *Usted recibirá notificaciones de beneficios por correo ordinario si usted no escoge, o su administrador de reclamos no le ofrece, una opción de servicio electrónico.*
9. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.

10. Name of employer. *Nombre del empleador.* _____
11. Address. *Dirección.* _____
12. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
13. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
14. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
15. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
16. Insurance Policy Number. *El número de la póliza de Seguro.* _____
17. Signature of employer representative. *Firma del representante del empleador.* _____
18. Title. *Título.* _____ 19. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within one working day of receipt of the form from the employee.

Empleador: Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

Employer copy/Copia del Empleador Employee copy/Copia del Empleado Claims Administrator/Administrador de Reclamos Temporary Receipt/Recibo del Empleado

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



FAMILY CARE & MEDICAL LEAVE & PREGNANCY DISABILITY LEAVE

DFEH



THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

Under the California Family Rights Act of 1993 you may have a right to a family care or medical leave for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. California law also prohibits employers from denying or interfering with requests for Pregnancy Disability Leave.

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, and if we employ 50 or more employees at your worksite or within 75 miles of your worksite, you may have a right to a family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. If we employ less than 50 employees at your worksite or within 75 miles of your worksite, but at least 20 employees at your worksite or within 75 miles of your worksite, you may have a right to a family care leave for the birth, adoption, or foster care placement of your child under the New Parent Leave Act (NPLA). Similar to CFRA leave, the NPLA leave may be up to 12 workweeks in a 12-month period. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances and employees may choose to use accrued paid leave while taking NPLA leave.

Even if you are not eligible for CFRA or NPLA leave, if you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA or NPLA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA or NPLA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement-for pregnancy disability it is to the same position and for CFRA or NPLA it is to the same or a comparable position-at the end of the leave, subject to any defense allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy disability or for your own serious health condition. We also may require certification from the health care provider of your child, parent or spouse, who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact DFEH.

To schedule an appointment, contact the Communication Center below.

If you have a disability that requires a reasonable accommodation, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or you can contact us below.

CONTACT US

Toll Free: (800) 884-1684
TTY: (800) 700-2320
contact.center@dfeh.ca.gov
www.dfeh.ca.gov

Privacy Notice

Please carefully review this notice. It describes how medical information about you may be used and disclosed and how you can get access to this information.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on the use and disclosure of individual health information by employer health plans. This information, known as protected health information, includes almost all individually identifiable health information held by a plan – whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of the following group health plans: health care reimbursement account and employee assistance plans. The plans covered by this notice may share health information with each other if necessary, to carry out treatment, payment, or health care operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

The Plan's duties with respect to health information about you

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your health information. If you participate in an insured plan option, you will receive a notice directly from the Insurer. It's important to note that these rules apply to the Plan, not California State University as an employer – that's the way the HIPAA rules work. Different policies may apply to other California State University programs or to data unrelated to the Plan.

How the Plan may use or disclose your health information

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care treatment, payment activities, and health care operations. Here are some examples of what that might entail:

- **Treatment** includes providing, coordinating, or managing health care by one or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers. *For example, the Plan may share your health information with physicians who are treating you.*
- **Payment** includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations, and provide reimbursement for health care. This can include eligibility determinations, reviewing services for medical necessity or appropriateness, utilization management activities, claims management, and billing; as well as “behind the scenes” plan functions such as risk adjustment, collection, or reinsurance. *For example, the Plan may share information about your coverage or the expenses you have incurred with another health plan in order to coordinate payment of benefits.*
- **Health care operations** include activities by this Plan (and in limited circumstances other plans or providers) such as wellness and risk assessment programs, quality assessment and improvement activities, customer service, and internal grievance resolution. Health care operations also include vendor evaluations, credentialing, training, accreditation activities, underwriting, premium rating, arranging for medical review and audit activities, and business planning and development. *For*

example, the Plan may use information about your claims to audit the third parties that approve payment for Plan benefits.

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. If the Plan uses or discloses PHI for underwriting purposes, the Plan will not use or disclose PHI that is your genetic information for such purposes. The Plan may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you, as permitted by law.

How the Plan may share your health information with California State University

The Plan, or its health insurer or HMO, may disclose your health information without your written authorization to California State University for plan administration purposes. California State University may need your health information to administer benefits under the Plan. California State University *agrees* not to use or disclose your health information other than as permitted or required by the Plan documents and by law. Chancellor's Office HR staff and campus HR and benefit officers are the only California State University employees who will have access to your health information for plan administration functions.

Here's how additional information may be shared between the Plan and California State University, as allowed under the HIPAA rules:

- The Plan, or its insurer or HMO, may disclose "summary health information" to California State University **if** requested, for purposes of obtaining premium bids to provide coverage under the Plan, or for modifying, amending, or terminating the Plan. Summary health information is information that summarizes participants' claims information, from which names and other identifying information have been removed.
- The Plan, or its insurer or HMO, may disclose to California State University information on whether an individual is participating in the Plan or has enrolled or disenrolled in an insurance option or HMO offered by the Plan.

In addition, you should know that California State University cannot and will not use health information obtained from the Plan for any employment-related actions. However, health information collected by California State University from other sources, for example under the Family and Medical Leave Act, Americans with Disabilities Act, or workers' compensation is *not* protected under HIPAA (although this type of information may be protected under other federal or state laws).

Other allowable uses or disclosures of your health information

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information about your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You'll generally be given the chance to agree or object to these disclosures (although exceptions may be made – for example, if you're not present or if you're incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

The Plan also is allowed to use or disclose your health information without your written authorization for the following activities:

Workers' compensation	Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with the laws
Necessary to prevent serious threat to health or safety	Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (or to the target of the threat); includes disclosures to help law enforcement officials identify or apprehend an individual who has admitted participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody
Public health activities	Disclosures authorized by law to persons who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects
Victims of abuse, neglect, or domestic violence	Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect, or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you'll be notified of the Plan's disclosure if informing you won't put you at further risk)
Judicial and administrative proceedings	Disclosures in response to a court or administrative order, subpoena, discovery request, or other lawful process (the Plan may be required to notify you of the request or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information)
Law enforcement purposes	Disclosures to law enforcement officials required by law or legal process, or to identify a suspect, fugitive, witness, or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosure about a death that may have resulted from criminal conduct; and disclosure to provide evidence of criminal conduct on the Plan's premises
Decedents	Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties
Organ, eye, or tissue donation	Disclosures to organ procurement organizations or other entities to facilitate organ, eye, or tissue donation and transplantation after death
Research purposes	Disclosures subject to approval by institutional or private privacy review boards, subject to certain assurances and representations by researchers about the necessity of using your health information and the treatment of the information during a research project
Health oversight activities	Disclosures to health agencies for activities authorized by law (audits, inspections, investigations, or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility, and compliance with regulatory programs or civil rights laws
Specialized government functions	Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates
HHS investigations	Disclosures of your health information to the Department of Health and Human Services to investigate or determine the Plan's compliance with the HIPAA privacy rule

Except as described in this notice, other uses and disclosures will be made only with your written authorization. You may revoke your authorization as allowed under the HIPAA rules. However, you can't revoke your authorization with respect to disclosures the Plan has already made. You will be notified of any unauthorized access, use or disclosure of your unsecured health information as required by law.

Your individual rights

You have the following rights with respect to your health information the Plan maintains. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right. See the table at the end of this notice for information on how to submit requests.

Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse

You have the right to ask the Plan to restrict the use and disclosure of your health information for treatment, payment, or health care operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death – or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

The Plan is not required to agree to a requested restriction. If the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

Effective February 17, 2010, an entity covered by these HIPAA rules (such as your health care provider) or its business associate must comply with your request that health information regarding a specific health care item or service not be disclosed to the Plan for purposes of payment or health care operations if you have paid for the item or service, in full out of pocket.

Right to receive confidential communications of your health information

If you think that disclosure of your health information by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations.

If you want to exercise this right, your request to the Plan must be in writing and you must include a statement that disclosure of all or part of the information could endanger you.

Right to inspect and copy your health information

With certain exceptions, you have the right to inspect or obtain a copy of your health information in a "designated record set." This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication, and case or medical management record systems maintained by a plan; or a group of records the Plan uses to make decisions about individuals. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. The Plan may deny your right to access, although in certain circumstances you may request a review of the denial.

If you want to exercise this right, your request to the Plan must be in writing. Within 30 days of receipt of your request (60 days if the health information is not accessible onsite), the Plan will provide you with:

- the access or copies you requested;
- a written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint; or
- a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage.

If the Plan doesn't maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

Effective February 17, 2010, you may request an electronic copy of your health information if it is maintained in an electronic health record. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. Any charge that is assessed to you for these copies, if any, must be reasonable and based on the Plan's cost.

Right to amend your health information that is inaccurate or incomplete

With certain exceptions, you have a right to request that the Plan amend your health information in a designated record set. The Plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the designated record set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings).

If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the Plan will:

- make the amendment as requested;
- provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint; or
- provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

Right to receive an accounting of disclosures of your health information

You have the right to a list of certain disclosures of your health information the Plan has made. This is often referred to as an "accounting of disclosures." You generally may receive this accounting if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below.

You may receive information on disclosures of your health information for up to six years before the date of your request. You do not have a right to receive an accounting of any disclosures made:

- for treatment, payment, or health care operations;
- to you about your own health information;
- incidental to other permitted or required disclosures;
- where authorization was provided;
- to family members or friends involved in your care (where disclosure is permitted without authorization);
- for national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances; or
- as part of a “limited data set” (health information that excludes certain identifying information).

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official.

If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You'll be notified of the fee in advance and have the opportunity to change or revoke your request.

Right to obtain a paper copy of this notice from the Plan upon request

You have the right to obtain a paper copy of this privacy notice upon request.

Changes to the information in this notice

The Plan must abide by the terms of the privacy notice currently in effect. This notice takes effect on February 17, 2010. However, the Plan reserves the right to change the terms of its privacy policies, as described in this notice, at any time and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this notice, you will be provided with a revised privacy notice mailed to your home address on file.

Complaints

If you believe your privacy rights have been violated or your Plan has not followed its legal obligations under HIPAA, you may complain to the Plan and to the Secretary of Health and Human Services. You won't be retaliated against for filing a complaint. For complaints regarding the Employee Assistance Program (EAP), contact the campus benefits officer. For complaints regarding the Health Care Reimbursement Account Plan, contact CSU Systemwide Human Resources Management (HRM) at CSU Office of the Chancellor – Attention Human Resources Management, 401 Golden Shore, Long Beach, CA 90802. Complaints should be filed in writing and such written document should include a description of the nature of the particular complaint.

Contact

For more information on the Plan's privacy policies or your rights under HIPAA, contact the campus benefits office.

New Health Insurance Coverage Options and Your Health Coverage

PART A: General Information

When key parts of the health care law took effect in 2014, there was a new way to buy health insurance in California. To assist you as you evaluate options for you and your family, this notice provides some basic information about a new Marketplace called Covered California, and employment-based health coverage offered by your employer.

What is Covered California?

Covered California can help you find health insurance that meets your needs and fits your budget. Covered California offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through Covered California began in October 2013 for coverage that started January 1, 2014.

Can I Save Money on my Health Insurance Premiums in Covered California?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through Covered California?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through Covered California and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through Covered California instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution –as well as your employee contribution to employer-offered coverage– is often excluded from income for Federal and State income tax purposes. Your payments for coverage through Covered California are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please contact: HR Benefits Office (Insert Benefits Office contact information here), check the campus HR benefits website (Insert link) or summary plan description.

Covered California can help you evaluate your coverage options, including your eligibility for coverage through Covered California and its cost. Please visit www.coveredca.com or call 888-975-1142 for more information.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in Covered California, you will be asked to provide this information. This information is numbered to correspond to the Covered California application.

3. Employer name San Diego State University		4. Employer Identification Number (EIN) 94-6001347	
5. Employer address 5500 Campanile Drive		6. Employer phone number 619-594-1144	
7. City San Diego	8. State CA	9. ZIP code 92182-1625	
10. Who can we contact about employee health coverage at this job? Isidro Cervantes, Asst. HR Director, Benefits Services			
11. Phone number (if different from above) 619-594-1142		12. Email address icervantes@sdsu.edu	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

All employees.

Some employees. Eligible employees are:

Regular appointment – employee is appointed in a benefits eligible classification with a time base of at least half-time (0.5 Full Time Equivalent (FTE)) and with a length of appointment for at least six months and one day; or

AB 211 appointment – Lecturers and Coaches (R03) in applicable year class codes who are appointed for at least six (6) weighted teaching units (WTUs) (i.e., 0.4 time base/FTE) for at least one semester or two consecutive quarters;

If an employee does not meet CSU's standard benefits eligibility criteria listed above, and is appointed with at least 0.75 time base/FTE or higher regardless of length of appointment (duration) or hired to work 130 hours or more per month over the course of the appointment; or works an average of 130 hours or more per month during any measurement period.

- With respect to dependents:

We do offer coverage. Eligible dependents are:

- Current spouse/registered domestic partner
- Natural, adopted, step, or registered domestic partner's children up to age 26
- Disabled children of any age if enrolled prior to age 26
- Children up to age 26 for whom the subscriber has assumed a parent-child relationship and is considered the primary care parent

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through Covered California. Covered California will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in Covered California they will guide you through the process. Here's the employer information you'll enter when you visit [Covered California](#) to find out if you can get a tax credit to lower your monthly premiums.



SAN DIEGO STATE
UNIVERSITY

SDSU's Interactive Campus Map

To view SDSU's interactive campus map, please click [here](#).



SAN DIEGO STATE
UNIVERSITY

Division Information

For the most up-to-date information on the divisions of SDSU:

Office of the President: <https://president.sdsu.edu/>

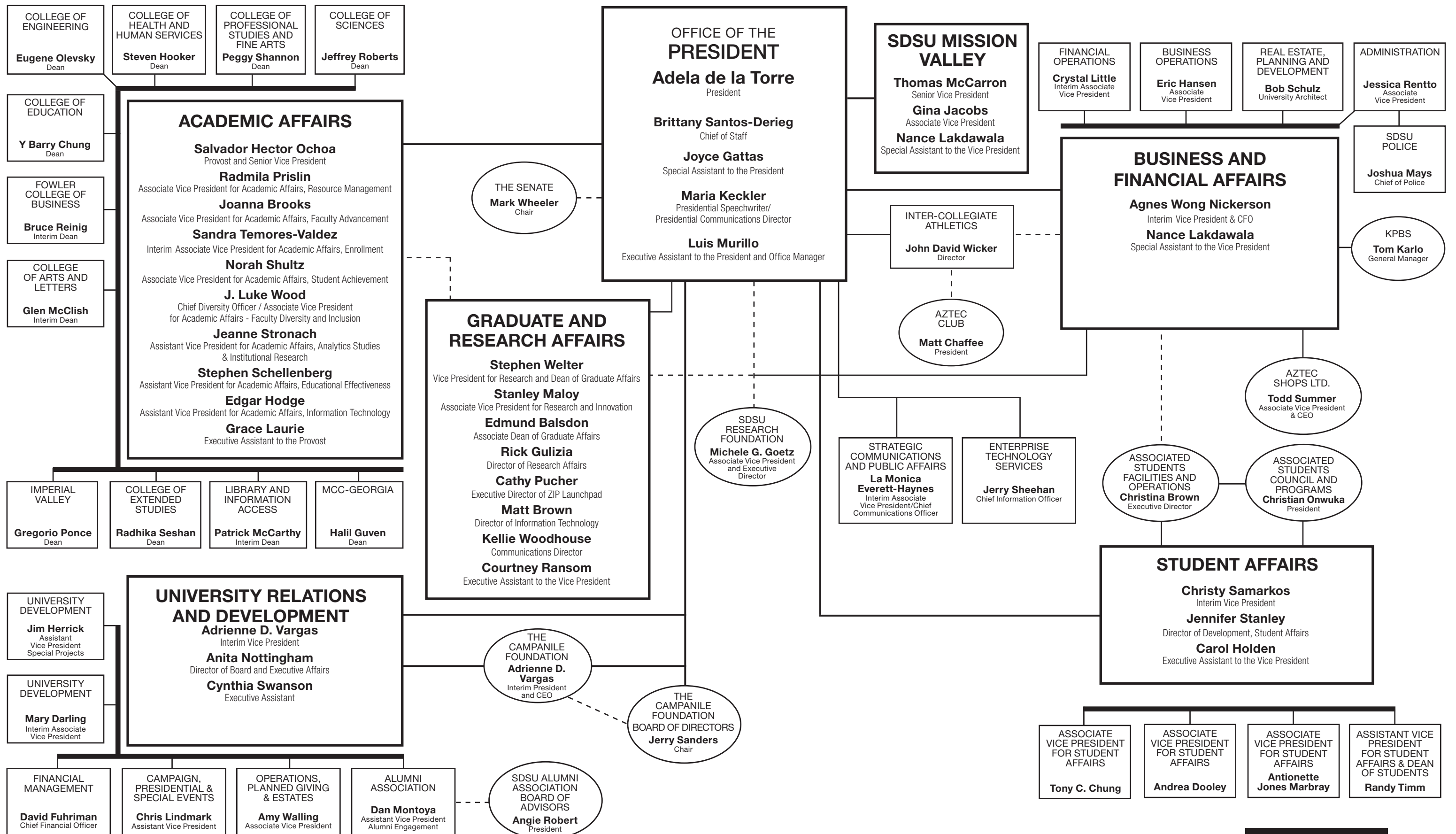
Academic Affairs: <https://provost.sdsu.edu/>

Business and Financial Affairs: <http://bfa.sdsu.edu/>

Student Affairs: http://go.sdsu.edu/student_affairs/

University Relations and Development: <http://urd.sdsu.edu/>

FALL 2019





SAN DIEGO STATE
UNIVERSITY

Helpful Links

San Diego State University: <https://www.sdsu.edu/>

The Center for Human Resources: <https://bfa.sdsu.edu/hr/>

University Police: <http://police.sdsu.edu/>

SDSU Dining: <http://www.eatatsdsu.com/>

SDSU Web Directory: <https://directory.sdsu.edu/>

CSU Systemwide Human Resources: <http://www.calstate.edu/hr/>



SAN DIEGO STATE UNIVERSITY

Verification of Employment and Income

OPTION 1: SELF SERVICE

The employee self-service portal from InVerify is designed for SDSU employees to have direct access to their employment and income verification information.

1. Go to www.inverify.net
2. Click Get Started
3. Scroll down to Employee Registration and click Register
4. Enter the required information and click Register
 - Company Code: **SDS240**
 - Employee ID: Red ID Number
 - Income Key

The default Income Key for SDSU = the first 3 characters of your last name followed by the last 4 numbers of your SSN. (Ex. John Smith = SMI9999). Employees may change their Income Key after registering.

5. Log in to InVerify using login box on upper right corner
6. Choose from the available options

OPTION 2: EXTERNAL VERIFIERS

Any requests for verification of your employment should be directed to InVerify, an SDSU service partner, to provide secure online access to employment and income information. Refer verifiers to www.inverify.net or (866) 295-7363 for customer support/assistance. They will be required to register and obtain a login for the InVerify secure, self-service site.

For Employment Verification

(Includes employment status, start date, job title, length of service, etc. with no income information)

Verifier will need:

- Company Code: **SDS240**
- Your Social Security number

For Income Verification

(Includes payroll data, YTD wages, historical pay information, etc.)

Verifier will need:

- Company Code: **SDS240**
- Your Social Security number
- Your Income Key

The default Income Key for SDSU (if unmodified by the employee) = the first 3 characters of your last name followed by the last 4 numbers of your SSN. (Ex. John Smith = SMI9999)



SAN DIEGO STATE UNIVERSITY

CSU Learn

Your new portal for learning and professional development

With more than 75,000 books, courses and videos on everything from Adobe Acrobat to work-life balance, you're sure to find something that meets your career interests. In CSU Learn you can:

- Like ♥ your favorites for easy access
- Self-report external learning such as conference sessions or Ted Talks
- One-click access to your transcript, assigned learning and campus training


Self menu
Quick access to your profile


Library
Browse more than 60 topics

Search
more than 75,000 books, videos and courses


Help
context-sensitive help




Assigned Learning
Content assigned based on your role.


Recently Viewed
Access recently viewed content.


Transcript
Access your training records.


Training Schedule
View upcoming training on campus.

Assigned Learning
One-click access to assigned learning

Recently Viewed
Quickly revisit your last learning activities

Transcript
Your learning history in one place

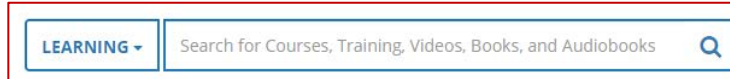
Training Schedule
See upcoming classes at your campus

How Do I Find a Class or Course?

EITHER

1 Click the **Enterprise Search** icon (top-right). 

Select 'Learning' from the drop-down and enter the search term. You can also select 'Learning Content' if you want results sorted by type (video, books etc.)



Note: You can also search for people, reports or navigation help.

OR


2 Click the **Library** icon (top-left)  then browse learning by content topics.

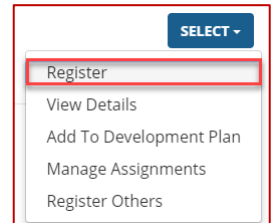
How Do I Register For A Class?

1 Search for the class you're interested in.

2 Click the Select button that displays to the right of each class name, then choose Register.

All registrations display on your Training Schedule. To access:

Select Learning > Registrations from the Self menu (top-left). 



How Do Find Required Compliance Training?

Simply click the Assigned Learning button (lower-left on the home page).

You'll see all your learning activities (assigned, critical, upcoming etc.) listed on one easy-to-access page.



Where Is My Transcript?

It's available any time from the CSU Learn home page. Just click the Transcript button at the bottom of your screen.

You can sort by dates, print or export the data to PDF.





SAN DIEGO STATE UNIVERSITY

Defensive Driving Information

Driving on University Business

The California State University Office of Risk Management requires all employees to meet required criteria before authorizing the use of university vehicles. Employees who are required to operate motorized vehicles on university business are required to be safe drivers and operate vehicles in a safe manner. Employees must have a supervisor's permission to operate any vehicle on university business. If the employee's position requires operation of a vehicle on university business, then approval will be contingent upon satisfying each of the following, in accordance with the [CSU Use of University and Private Vehicles Policy Guidelines](#):

1. Possession of a valid California Driver's License.
2. Not have received more than three moving violations and/or accidents or combination thereof in the past twelve month period.
3. Maintain a good and safe driving record while employed by San Diego State University.
4. Entry into the Employer Pull Notice Program via submission of the following forms, *which must be approved by Parking & Transportation Services prior to driving*:
 - o [Waiver/DMV Check](#)
 - o [Authorization for Release of Driver Record Information](#)
5. Submission of the Defensive Driving online course certificate to Parking & Transportation Services within one month of the waiver approval date. (*Link to course will be sent upon waiver approval*).
6. Submission of [Defensive Driver Yearly Release](#) to Parking & Transportation Services once a year following entry into program.

Can I drive my personal vehicle?

Those employees who drive their personal vehicle on state business more than once a month and/or will request mileage reimbursement must complete the steps above and have an [Authorization to Use Privately Owned Vehicles on State Business](#) **on file with their department**, signed annually by the employee and supervisor.

Vehicle Accident Information

State vehicle drivers must submit an accident report to their supervisor regardless of who was hurt, what property was damaged, or who was the responsible party. Supervisors must submit the driver accident report and a supervisors report to PATS within 48 hours of the accident.

State Vehicle Accident Forms

[Driver Form \(STD 274\)](#)

[Supervisor Form \(STD 270\)](#)

Parking & Transportation Services

Monday – Friday 9:00 a.m. to 12:00 p.m. / 1:00 p.m. to 4:00 p.m.

Tel 619 594-6671 / Fax 619 594-1015