



SANTOS MANUEL STUDENT UNION BOARD OF DIRECTORS  
SPECIAL MEETING  
May 6, 2026 – 1:00 PM  
Student Union North, Student Chambers  
Zoom: <https://csusb.zoom.us/j/85875529320>

**Agenda**

1. Call to Order
2. Roll Call
3. Approval of Minutes
4. Open Forum (3 Minutes per Speaker)
5. Adoption of Agenda

**OLD BUSINESS**

- SMSU 60/26      Review and Approval of New Leadership Scholarship Policy (Action, Policies and Procedures Committee, Anjali)
- SMSU 65/26      Approval of Organizational Vision (Action, Strategic Planning Committee, Paz)
- SMSU 66/26      Approval of Accounting and Budget Assistant Position (Action, Personnel Committee, Paz)
- SMSU 67/26      Approval of Human Resources and Payroll Assistant Position (Action, Personnel Committee, Paz)

**CONSENT AGENDA:**

1. SMSU 68/26 Approval of Revised Personnel Records Policy (Action, Personnel Committee, Paz)
2. SMSU 69/26 Approval of Revised Relocation Policy (Action, Personnel Committee, Paz)
3. SMSU 70/26 Approval of Revised Paid Leaves of Absence Policy (Action, Personnel Committee, Paz)
4. SMSU 71/26 Approval of Revised Unpaid Leaves of Absence Policy (Action, Personnel Committee, Paz)

SMSU 72/26	Review and Approval of SMSU Leases Renewal (Action, Finance and Contracts Committee, Garcia)
SMSU 73/26	Review and Approval of Write-Offs for 25-26 Fiscal Year (Action, Finance and Contracts Committee, Garcia)
SMSU 74/26	3 <sup>rd</sup> Quarter Financial Report (Informational, Najera-Neri)
SMSU 75/26	Transition of SMSU Legal Counsel (Informational, Del Rossi)

## **ANNOUNCEMENTS**

## **ADJOURNMENT**

## **Proposal for New Board Policy: Leadership Scholarship**

**To: Santos Manuel Student Union Board of Directors**    **Date: 4/14/2026**

**Proposed By:** Vilayat Del Rossi, Interim Executive Director, Policies & Procedures Committee

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### **Background**

SMSU currently does not have a standalone Board Policy governing the Leadership Scholarship program. The proposed new Board Policy establishes a clear governance framework for any scholarship offered to eligible student Board members and is intended to remain in sync with SMSU bylaw revisions, applicable CSU auxiliary standards, University financial aid administration, and conflict-of-interest requirements.

### **Proposal**

Approve the new *Board Policy: Leadership Scholarship*. Establish clear requirements that:

- Leadership Scholarships are authorized as student financial aid, not compensation, wages, or stipends
- Eligibility is limited to qualifying student Board members under the then-current SMSU Bylaws
- Awards are subject to approved budget authority and University financial aid processes
- Conflict-of-interest disclosures and recusals are required for Board deliberations and actions
- Administrative implementation remains aligned with bylaw revisions affecting Board composition, status, and eligibility
- Program funding, continuation, suspension, or discontinuation remains subject to Board approval

### **Rationale**

- This proposal creates a clear Board-level policy where none currently exists.
- It strengthens governance by treating the scholarship as financial aid rather than compensation for service.
- It reduces compliance risk through prospective criteria, formal approvals, financial aid coordination, and conflict-of-interest safeguards.
- It keeps the scholarship framework in sync with SMSU bylaw revisions and future Board structure changes.

### **Budget Impact**

- Any scholarship funding will be subject to annual Board-approved budget authority and availability of funds.
- No automatic or ongoing funding commitment is created by adoption of the policy alone.

### **Timeline**

Upon support and approval through SMSU Board of Directors, the new Board Policy and related administrative procedures will take effect immediately.

### **Attachments**

- Attachment A: Draft Board Policy – Leadership Scholarship

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

**SUBJECT:** Leadership Scholarship

**REFERENCE:** SMSU Policies Manual; SMSU Bylaws; SMSU Operating Agreement; CSU Auxiliary Organizations Compliance Guide; Internal Revenue Code § 117; California Government Code §§ 1090, 87100 et seq.; applicable CSUSB financial aid requirements

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**Policy:**

The SMSU Leadership Scholarship is a Board-authorized student financial aid program that may be made available to eligible student members of the Santos Manuel Student Union Board of Directors, subject to approved budget authority, University financial aid administration, and the eligibility standards set forth in this Policy.

The Leadership Scholarship is intended to support qualified educational expenses. It is not compensation, wages, salary, a stipend, or consideration for services rendered. Eligibility for, or the amount of, a Leadership Scholarship shall not be conditioned on hours worked, specific tasks performed, attendance at individual meetings, advocacy, or votes cast by a student Board member.

This Policy is intended to ensure that any Leadership Scholarship program is administered in a manner that is consistent with applicable bylaws, CSU auxiliary requirements, conflict-of-interest standards, financial aid controls, and sound governance practices, including clear prospective criteria, documented recusals, and separation between Board service and personal financial benefit.

For purposes of alignment with future bylaw revisions, references in this Policy to student members of the Board of Directors shall mean those student Board positions recognized as eligible to serve under the then-current SMSU Bylaws and related governing documents.

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**Standard:**

It is the policy of the Santos Manuel Student Union that Leadership Scholarships, if offered, shall be limited, mission aligned, prospectively authorized, and administered as student financial aid rather than remuneration.

All Leadership Scholarships must:

1. Be limited to currently enrolled student members of the SMSU Board of Directors who satisfy the eligibility requirements established by this Policy and the then-current SMSU Bylaws;

2. Be funded only through an approved SMSU budget allocation and subject to availability of funds;
3. Be administered through established University financial aid processes and subject to applicable cost-of-attendance and aid-packaging limitations;
4. Be based on uniform and prospectively established eligibility criteria rather than individualized bargaining or discretionary promises;
5. Be administered with documented conflict-of-interest safeguards, including disclosure and recusal where required; and
6. Comply with applicable CSU auxiliary governance standards and federal and state law.

Leadership Scholarships are discretionary, may be suspended or discontinued by Board action, and are not guaranteed by virtue of Board membership alone.

No officer, employee, or Board member may authorize, promise, or represent the availability of a Leadership Scholarship except as provided in this Policy and in the approved budget and administrative process.

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## **Approval Authority and Governance:**

**Board Approval Required** - The SMSU Board of Directors shall approve the establishment, continuation, suspension, or discontinuation of the Leadership Scholarship program and shall approve the total annual funding allocation through the budget process or other formal Board action.

**Committee Role** - The Finance & Contracts Committee, or successor committee designated by the Board, may review and recommend program funding levels and implementation parameters as part of the budget process, but shall not approve individual awards.

**Administrative Authority** - The Executive Director, or designee, shall administer the program in coordination with the CSUSB Office of Financial Aid and other appropriate University offices, consistent with this Policy, the approved budget, and applicable campus processes.

**Bylaw Alignment** - Administrative implementation may use operational criteria tied to Board status, good standing, term of service, resignation, vacancy, or removal only to the extent those concepts are defined by the then-current SMSU Bylaws or other approved governing documents.

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## **Prohibitions:**

SMSU shall not:

1. Treat the Leadership Scholarship as compensation, a stipend, payroll, or payment for services;

- Condition eligibility or award amount on hours worked, specific assignments completed, attendance at a particular meeting, or any vote or advocacy position;
2. Permit any student Board member to participate in deliberation, recommendation, or action regarding their own award or a program design decision from which they may reasonably foresee a personal financial benefit;
  3. Issue a Leadership Scholarship outside University financial aid processes or outside the approved budget authority; or
  4. Use the Leadership Scholarship program to circumvent SMSU Bylaws, CSU policy, campus requirements, or applicable conflict-of-interest restrictions.

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## **Eligibility:**

A Leadership Scholarship may be awarded only when all of the following conditions are met:

1. **Board status** - The student must be serving in an at-large student director position on the SMSU Board of Directors. Individuals serving by virtue of an ex officio role, including but not limited to Associated Students, Inc. representatives or other designated ex officio appointments, are not eligible for the Leadership Scholarship.
2. **Good standing** - The student satisfies any Board-member good-standing requirements and any applicable University academic or enrollment requirements used for financial aid administration.
3. **Enrollment** - The student is enrolled in the minimum number of units, if any, required by applicable University or financial aid rules for the term in which the scholarship is processed.
4. **Administrative clearance** - The award can be processed through the CSUSB Office of Financial Aid, and the award does not exceed applicable aid or cost-of-attendance limitations.
5. **Continued eligibility** - The student remains eligible through the period for which the scholarship is awarded, subject to applicable bylaw and financial aid rules.

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## **Conflicts of Interest:**

Board members, officers, and employees shall comply with applicable conflict-of-interest requirements, including California Government Code §§ 1090 and 87100 et seq., CSU standards, and campus implementing requirements. Required disclosures and recusals shall be documented in the official record. Where a proposed action concerns a scholarship program or funding structure that could confer a reasonably foreseeable personal financial benefit on one or more current student Board members, affected members shall not participate except as permitted by applicable law and approved governance practice.

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## **Records Retention:**

Documentation related to program approval, budget authority, eligibility verification, coordination with financial aid, award processing, conflict-of-interest disclosures, and recusals shall be retained in accordance with SMSU records retention standards and applicable audit requirements.

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## **Procedure:**

1. **Program Authorization and Budgeting** - Management shall include any proposed Leadership Scholarship funding in the annual SMSU budget or in other formal Board materials. The Board-approved action shall identify the total program funding authority for the applicable fiscal year.
2. **Eligibility Verification** - Prior to processing any award, management shall verify that the student holds an eligible student Board position, remains in good standing under the then-current bylaws and governing documents, and satisfies applicable University and financial aid requirements.
3. **Financial Aid Coordination and Disbursement** - All Leadership Scholarships shall be coordinated with the CSUSB Office of Financial Aid and disbursed only through applicable University financial aid systems. SMSU shall not pay Leadership Scholarships through payroll or informal reimbursement processes.
4. **Conflict-of-Interest Controls** - Student Board members who may benefit from the program shall disclose the interest as required and recuse themselves from discussions, recommendations, and actions regarding funding, criteria, or awards when required by law or policy. Recusals shall be reflected in meeting minutes and other official records.
5. **Changes in Status** - If a student Board member resigns, is removed, becomes ineligible to serve, withdraws from the University, drops below applicable enrollment requirements, or otherwise ceases to qualify under applicable bylaws or financial aid rules, the scholarship may be reduced, cancelled, or adjusted in accordance with University financial aid procedures and applicable administrative determinations.
6. **Annual Review** - Management should review the program annually and recommend any needed revisions to maintain alignment with then-current bylaws, Board structure, financial aid requirements, and CSU auxiliary compliance expectations.

## **Adoption of Vision Statement Proposal**

**To:** Santos Manuel Student Union Strategic Planning Committee **Date:** 4/29/2026

**Proposed by:** Vilayat Del Rossi, Interim Executive Director and Jasmine Bustillos, Assessment, Research, and Training Specialist

**At the Request of:** Strategic Planning Committee

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**Background:** As part of the strategic planning process, SMSU & Recreation & Wellness engaged both full-time staff and student staff in visioning and prioritization activities. Across all engagement methods, there was strong alignment on core outcomes, including preparing life-ready graduates, delivering transformative student experiences, and supporting holistic wellbeing. Student staff emphasized belonging and connection, while full-time staff emphasized staff sustainability and equity. These inputs were synthesized into a focused set of vision themes, which informed the development of concise draft vision statements that integrate both student experience and organizational capacity.

**Proposal:** We propose Committee selection of a draft organizational vision statement to guide the strategic plan and be brought forward for Board review and refinement.

### **Student Outcomes Forward - Recommended:**

*We envision a community where students are transformed through holistic, equity-centered experiences that prepare them to graduate as confident, life-ready leaders, supported by engaged and empowered staff.*

This action recommends an organizational vision statement for Board approval as part of the strategic planning framework. Staff may make non-substantive refinements for consistency, formatting, and implementation alignment following approval.

### **Rationale:**

The proposed vision statements:

- Reflect strong alignment across student and staff priorities;
- Integrate key themes: life-ready graduates, wellbeing, transformation, equity, and staff support;
- Balance student experience (belonging, growth) with organizational capacity (staff sustainability);
- Provide clear directional language to guide strategic priorities and decision-making;
- Advance the process from theme identification to a cohesive vision statement.

### **Fiscal Impact:**

- This proposal has no financial impact on the organization.

**Implementation Timeline:** Once approved, the established north star will serve as the directional anchor for strategic priorities, goals, and investment decisions for the duration of the approved strategic plan to be brought to the Board in Fall 2026. Staff will incorporate the approved vision into strategic goal development and will provide a progress update to the Board during the 2026–27 year.

### **Attachments:**

- Vision Theme Definitions
- Vision Outcome Rankings
- Vision Statements and Emphasis

# Vision Themes

## Life-Ready Graduates

Students leave our programs prepared to thrive — equipped with practical skills, leadership capacity, and confidence for career and life beyond graduation.

**Pulls From Posters:** *leaving with skills to succeed post-grad; high post-grad employment success; career readiness; internships; leadership opportunities; life & interpersonal skills*

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## Transformative Student Experience

Students are changed by their involvement — experiencing growth that is meaningful, memorable, and identity-shaping.

**Pulls From Posters:** *transformed student experience; meaningful engagement; leadership development; participation; personal growth opportunities*

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## Deep Belonging

Every student sees themselves reflected, valued, and connected within our spaces, programs, and communities.

**Pulls From Posters:** *sense of belonging; students see themselves in programs & centers; connection to professional staff; culture of connection & collaboration; community-oriented environment*

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## Holistic Wellbeing

We cultivate environments that prioritize mental, physical, emotional, and social health as essential to student success.

**Pulls From Posters:** *safe and supportive environment; support of health & wellness; RecWell expansion; developing outdoor spaces; holistic wellbeing of students*

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## Engaged & Empowered Staff

Professional staff feel heard, appreciated, and supported, with clear pathways for growth and advancement.

**Pulls From Posters:** *staff feel heard & taken care of; culture of appreciation; professional development opportunities; upward mobility with title & pay; less reactive/more proactive; drama-free workplace*

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## Culture of Joy & Pride

Our organization shapes campus culture through energy, spirit, creativity, and shared pride.

**Pulls From Posters:** *culture shifters; fun/joyful/successful/play; school spirit; Coyote pride; high participation; vibrant campus experience*

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## Transformative Leadership

We are recognized as innovative leaders who influence campus direction and inspire meaningful change.

**Pulls From Posters:** *transformative leaders; culture shifters; campus recognition; creative engagement; shaping institutional direction*

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## Strategic Partnerships & Institutional Impact

Our work drives measurable outcomes through strong campus, community, alumni, and civic partnerships.

**Pulls From Posters:** *lasting impact; intentional partnerships; campus & community connection; alumni engagement; philanthropy; city officials engagement & recognition*

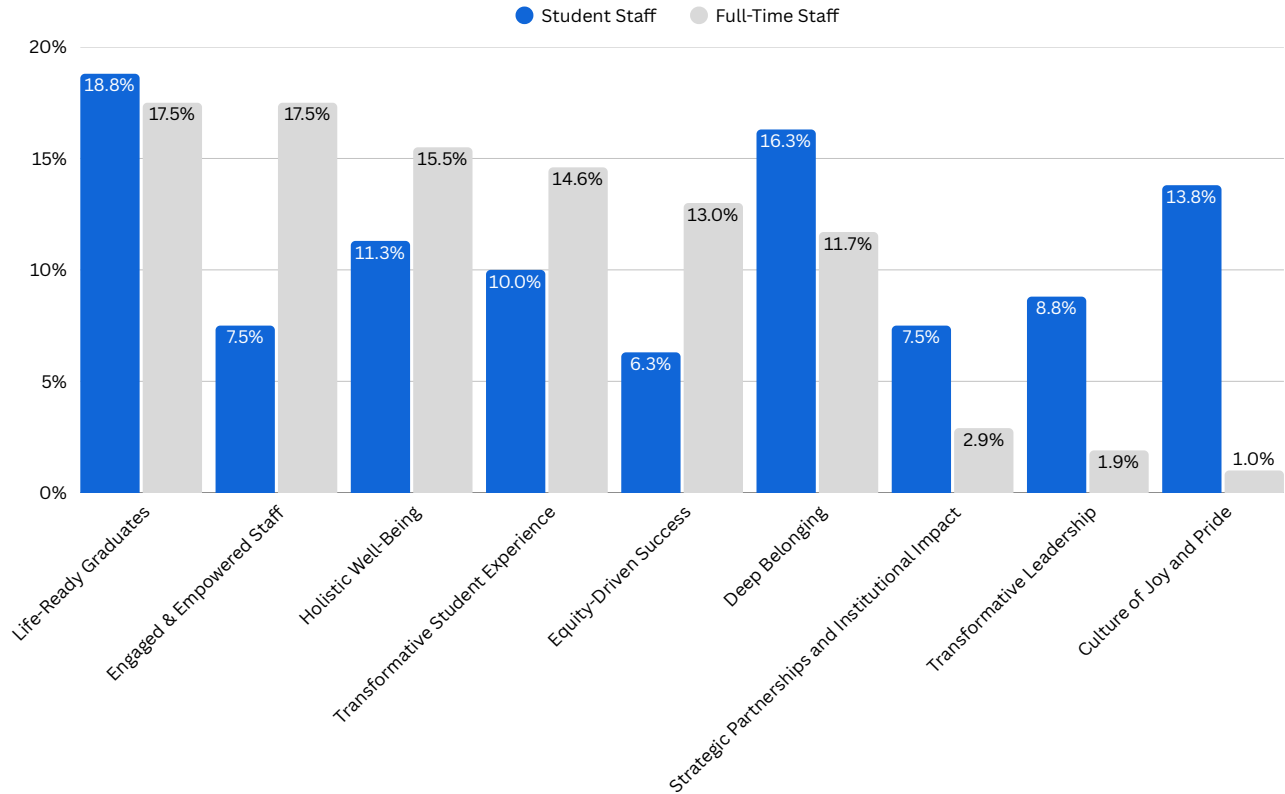
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## Equity-Driven Success

We intentionally advance retention, graduation, and opportunity — especially for historically marginalized students.

**Pulls From Posters:** *increased retention & graduation rates (especially for students of color); access & opportunity; inclusive engagement; institutional equity impact*

# Santos Manuel Student Union Vision Themes



## Student Staff Vision Theme Rankings

Life-Ready Graduates - 18.8%  
 Deep Belonging - 16.3%  
 Culture of Joy and Pride - 13.8%  
 Holistic Well-Being - 11.3%  
 Transformative Student Experience - 10.0%  
 Transformative Leadership - 8.8%  
 Engaged & Empowered Staff - 7.5%  
 Strategic Partnerships and Institutional Impact - 7.5%  
 Equity-Driven Success - 6.3%

## Full-Time staff Vision Theme Rankings:

Life-Ready Graduates - 17.5%  
 Engaged & Empowered Staff - 17.5%  
 Holistic Well-Being - 15.5%  
 Transformative Student Experience - 14.6%  
 Equity-Driven Success - 13.0%  
 Deep Belonging - 11.7%  
 Strategic Partnerships and Institutional Impact - 2.9%  
 Transformative Leadership - 1.9%  
 Culture of Joy and Pride - 0.9%

Santos Manuel Student Union

# Vision Statements

Vision exercises were synthesized into a focused set of vision themes, which informed the development of concise draft vision statements that integrate both student experience and organizational capacity.

**Option 1: Student Outcomes Forward (Recommended):** We envision a community where students are transformed through holistic, equity-centered experiences that prepare them to graduate as confident, life-ready leaders – supported by engaged and empowered staff.

- **Emphasis:** Outcomes (life-ready graduates) | Transformation, wellbeing, and equity | Staff as the enabling condition

**Option 2: Experience & Belonging Forward:** We envision a thriving community where every student feels they belong, grows through meaningful experiences, and leaves prepared to lead a life of purpose – powered by staff who are valued, supported, and inspired to make lasting impact.

- **Emphasis:** Belonging and experience | Personal Growth and purpose | Staff culture and inspiration

## **Proposal to Restructure Corporate Services Processor Position into Two Operational Roles**

**Date:** April 9, 2026

**To:** Santos Manuel Student Union Board of Directors – Personnel Committee

**Proposed By:** Jenny Puccinelli, Human Resource and Risk Manager

### **Background:**

The Corporate Services Processor position currently supports both financial (budget and accounting) and human resources functions. Over time, the volume and complexity of work in both areas have increased, including higher transaction levels, expanded reporting requirements, and ongoing system and process changes. Managing these responsibilities within a single position has created capacity challenges, resulting in slower response times and limited ability to fully support each functional area.

### **Proposal:**

It is proposed that the existing Corporate Services Processor position be restructured into two distinct entry-level positions: **Accounting and Budget Technician** focusing on financial operations, including purchase orders, accounts payable and receivable processing, deposits, financial reporting, reconciliation, and support of the SMSU budget process, and **Human Resources and Payroll Technician** focusing on HR and payroll-related functions, including payroll processing, employee records, onboarding support, and general HR administrative tasks.

### **Rationale:**

Restructuring the current position into two specialized roles will improve operational effectiveness across both functional areas. Dividing responsibilities will reduce workload strain and improve response times for financial processing, payroll, and HR support. Each role will focus on its core functions, resulting in greater accuracy, consistency, and adherence to established procedures. Establishing separate positions ensures each function is adequately supported. This structure also removes the dual reporting relationship, creating clear lines of supervision and accountability, improving communication, and supporting more effective training and performance management.

Overall, this change will strengthen service delivery, improve efficiency, and better align administrative support with the operational needs of SMSU.

**Budget Impact:** Approximately \$70,000 for salary and benefits of additional position.

**Timeline:** We are planning to fill the new position in fiscal year 2026-2027.

**Chartfield:** 601826-RO001-S6010

### **Attachments:**

- Position Description – Accounting and Budget Technician
- Position Description – Human Resources and Payroll Technician

## Santos Manuel Student Union

### Job Description

<b>Job Title:</b>	Accounting and Budget Technician
<b>Department:</b>	Shared Services
<b>Reports To:</b>	Budget Analyst
<b>Location:</b>	San Bernardino Campus
<b>FLSA Status:</b>	Non-Exempt
<b>Category:</b>	Full-Time, Hourly, Regular
<b>Salary Grade:</b>	3
<b>EEO Code:</b>	1

#### Summary

The Accounting and Budget Technician provides clerical and operational support for SMSU business and budget functions. This position focuses on accurate data entry, financial processing, recordkeeping, and routine reporting in support of daily operations. The role requires strong attention to detail, organization, and the ability to follow established procedures.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

#### Financial Processing & Data Entry

- Coordinate and complete data entry in support of the SMSU budget process.
- Create purchase orders and requisitions.
- Process general payments to vendors and enter revenue and reimbursement transactions.
- Prepare disbursement authorizations for invoices and other payments made by check.
- Submit electronic documentation using Adobe Sign.

#### Reporting & Reconciliation

- Run monthly expense and revenue reports.
- Conduct monthly reconciliations between PeopleSoft and internal budget sheets.
- Process staff and student payroll reports after each pay period.
- Process Accounts Receivables and manage collections.
- Provide monthly invoices to on-campus departments and off campus clients.
- Send statements and past due notices for open invoices.

#### Contracts & Vendor Support

- Process performer contracts, assign contract numbers, maintain contract logs, and verify that payments are issued.

- Issue monthly invoices to on-campus departments and off-campus vendors.
- Send account statements and past-due notices for outstanding invoices.

### **Cash Handling & Deposits**

- Process daily deposits for SMSU bowling lanes and weekly deposits for invoice payments.
- Prepare and secure cash bags.
- Receipt monies for SMSU accounts in accordance with established procedures.

### **Administrative Support**

- Maintain organized filing systems and financial records.
- Prepare labels, binders, and documentation for recordkeeping.
- Answer phone calls and provide clerical support as needed.
- Remain current on data entry software and system upgrades.

### **Supervisory Responsibilities**

May provide guidance and work direction to student assistants but has no formal supervisory responsibilities for appraising performance; rewarding and disciplining employees or addressing complaints and resolving problems.

**Qualifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Education and/or Experience**

High School Diploma or GED required and six months of related experience in a clerical environment. Some college preferred.

### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of an organization. Ability to use word processing and spreadsheet software and other related software.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of MS Office, including Excel, Word, PowerPoint, Teams and Outlook. Experience with Paylocity preferred.

**Certifications Licenses & Registrations**

None required.

**Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to talk or hear. The employee is frequently required to sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Work conditions may vary depending upon the location of job tasks required; may occur indoors and outdoors, therefore requiring exposure to a variety of elements. While working outdoors, the work environment may involve exposure to various elements including but not limited to: sun, heat/cold, dust, pollens and other environmental risks.

## Santos Manuel Student Union

### Job Description

<b>Job Title:</b>	Human Resources and Payroll Technician
<b>Department:</b>	Shared Services
<b>Reports To:</b>	Human Resource and Risk Manager
<b>Location:</b>	San Bernardino Campus
<b>FLSA Status:</b>	Non-Exempt
<b>Category:</b>	Full-Time, Hourly, Regular
<b>Salary Grade:</b>	3
<b>EEO Code:</b>	1

#### Summary

Under the direction of the Human Resource and Risk Manager, The Human Resources and Payroll Technician supports the daily operations of the Santos Manuel Student Union Human Resources department with a focus on payroll processing, compliance support, recruitment administration, and new student employee orientation coordination. This position ensures accurate data entry, timely payroll submission, proper recordkeeping, and effective orientation and training tracking for student assistants and staff employees.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

#### Payroll & HRIS Administration

- Process semi-monthly payroll for student assistants and staff; review for accuracy and submit payroll to UEC in accordance with established deadlines.
- Perform data entry in Paylocity and PeopleSoft CS, including new hires, separations, rate changes, time clock corrections, and other employment updates.
- Maintain accurate employee records and personnel files in compliance with established record retention guidelines.
- Conduct monthly reconciliations of personnel files and active employee lists to ensure accuracy and completeness.
- Assist in resolving payroll discrepancies and respond to routine payroll-related inquiries.

#### Compliance & Recordkeeping

- Support compliance with federal, state, and local employment laws and internal policies by ensuring required documentation is completed and maintained.
- Keep abreast of changes in applicable labor laws and assist with implementation of updates to procedures and documentation as directed.
- Track and reconcile completion of mandatory employee trainings in accordance with SMSU policy and notify supervisors of outstanding or overdue required trainings and maintain documentation of follow-up communications.

### **Recruitment & Hiring Support**

- Provide administrative support for recruitment processes, including uploading and distributing candidate application materials, maintaining candidate tracking matrices and scheduling interviews and coordinating logistics

### **Orientation**

- Deliver orientation sessions for new student employees, ensuring clear communication of workplace expectations, policies, payroll procedures, and required trainings.
- Assist with the creation, coordination, and continuous improvement of the student orientation program.
- Recommend updates or improvements to orientation materials and processes to enhance clarity, compliance, and student engagement.

### **Customer Service & Administrative Support**

- Provide responsive and professional customer service to student employees and staff.
- Maintain tracking logs, spreadsheets, and filing systems to support departmental operations.
- Support special projects and other duties as assigned.

### **Supervisory Responsibilities**

May provide guidance and work direction to student assistants but has no formal supervisory responsibilities for appraising performance; rewarding and disciplining employees or addressing complaints and resolving problems.

**Qualifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Education and/or Experience**

High School Diploma or GED required and six months of related experience in a clerical environment. Some college preferred.

### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of an organization. Ability to use word processing and spreadsheet software and other related software.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw

and interpret bar graphs.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

### **Computer Skills**

To perform this job successfully, an individual should have knowledge of MS Office, including Excel, Word, PowerPoint, Teams and Outlook. Experience with Paylocity preferred.

### **Certifications Licenses & Registrations**

None required.

**Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to talk or hear. The employee is frequently required to sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Work conditions may vary depending upon the location of job tasks required; may occur indoors and outdoors, therefore requiring exposure to a variety of elements. While working outdoors, the work environment may involve exposure to various elements including but not limited to: sun, heat/cold, dust, pollens and other environmental risks.

**Update to SMSU Personnel Policies: 110 – Personnel Records; 430 – Relocation Policy; 715 – Paid Leaves of Absence; 720 – Unpaid Leaves of Absence**

**Date:** April 24, 2026

**Santos Manuel Student Union Board of Directors – Personnel Committee**

**Proposed By:** Jenny Puccinelli, Human Resource and Risk Manager

**Background:**

Changes are required to the above SMSU Personnel Policies to bring in-line with updated California law.

**Proposal:**

The following changes are proposed:

- Personnel Records
  - Expands on the definition of “training records” per California Senate Bill 513
- Relocation
  - Removes the section on Relocation Advance Agreement per California Assembly Bill 692.
  - Adds that relocation reimbursements are considered taxable income.
- Paid Leaves of Absence
  - Adds that paid sick leave may be used for expanded reasons, including jury duty, witness appearances, court proceedings, and certain victim-related matters per updates to the California Healthy Workplaces Healthy Families Act (HWHFA).
  - Clarifies requirements for substantiating evidence when the leave lasts more than 3 days.
- Unpaid Leaves of Absence
  - Adds that PFL wage replacement benefits will be available for employees who take time off work to care for a “designated person” with a serious illness per California Senate Bill 590.

**Rationale:**

Updating the policy to bring in-line with current California law.

**Budget Impact:** None

**Timeline:** Once approved by the Board of Directors the first 3 will go into effect. The Unpaid Leaves of Absence Policy will go into effect July 1, 2028.

**Chartfield:** n/a

**Attachments:**

- Personnel Policy SMSUPM 110 – Personnel Records
- Personnel Policy SMSUPM 430 – Relocation Policy
- Personnel Policy SMSUPM 715 – Paid Leaves of Absence Policy 4.1
- Personnel Policy SMSUPM 720 – Unpaid Leaves of Absence 4.1



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

**PERSONNEL POLICY**

**SUBJECT: Personnel Records**

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 110**  
**California Labor Code Section 1198.5 – Personnel Records**

**POLICY**

Official personnel files shall be maintained by the Santos Manuel Student Union Human Resources Office for each employee hired to a position by the Santos Manuel Student Union. Access to these files shall be limited to persons with a legitimate need-to-know and pursuant to applicable law and those persons designated in writing by the employee.

**Composition of General Personnel Files:**

1. Recruiting and screening documents such as applications, resumes, and educational transcripts
2. Job descriptions
3. Records relating to job offers, promotion, demotion, transfer and layoffs
4. Pay and compensation information
5. Education and training records including the name of the employee, name of the training provider, duration and date of training, core competencies of the training, and resulting certification or qualification
6. Handbook and policy acknowledgments
7. Letters of recognition and awards
8. Warning, counseling, and disciplinary notices
9. Performance evaluations and goal setting records
10. Documents or letters submitted by the employee in response to any disciplinary action, pre-disciplinary action, or performance evaluation
11. Termination notice and documentation
12. Information request forms and employee authorizations release of such information.
13. Additional materials deemed relevant

**Composition of Medical File**

1. Medical records (benefit claims, doctor's notes, accommodation requests, medical leave records, worker' compensation claims)

**Composition of Benefits File**

1. Benefit enrollment forms
2. Beneficiary designations

### **Composition of Confidential File**

1. Reference check results
2. Background check results
3. Affirmative action self-identification of race, gender and veteran status
4. Child support/garnishments
5. Litigation documents
6. Workplace investigation records (although relevant disciplinary action, counseling or other direct communications are placed in the employee general personnel file)
7. Requests for employment/payroll verification

### **PROCEDURE**

#### **Records Review:**

1. Employees of the Santos Manuel Student Union may request an appointment to review the contents of their personnel files. Employees may request a copy of any employment related document they have signed. Such a request shall be honored during regular business hours within five business days.
2. Employees may submit relevant documentation for inclusion in the personnel file, i.e., diplomas, professional licenses, change in citizenship status. The decision to include such documents shall reside with the Santos Manuel Student Union Human Resource and Risk Manager.
3. Employees may submit a written rebuttal in response to performance evaluations, pre-disciplinary, or disciplinary actions. These rebuttals shall be attached to copies of pertinent evaluations or personnel actions and kept in the general personnel file.
4. Persons designated in writing by the employee may review contents of the personnel file. Requests for review must be submitted in writing and must be accompanied by a release authorization signed and dated by the employee. Such requests become a permanent addition to the file and a log will be maintained of persons reviewing the file.
5. Supervisors and managers in the employee's chain of command may review the general personnel file if there is legitimate need and may submit documents for inclusion in the file.

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

**PERSONNEL POLICY**

**SUBJECT: Relocation Policy**

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 430; Relocation Policy – CSUSB Management Employees**

It is the policy of the Santos Manuel Student Union of California State University, San Bernardino to follow the provisions of the CSUSB Relocation Policy in allowing for relocation expense reimbursement for new hires.

It is the policy of the Santos Manuel Student Union, to provide relocation advance associated with moving expenses, when necessary, to new employees when authorized by the Executive Director. Provision for relocation expenses must be agreed upon at the time of appointment and must be stipulated in the appointment letter. A maximum allowance must be indicated by the appointing authority and this amount shall be indicated in the appointment letter.

Relocation advance may be provided to the positions in Pay Grades 9 - 12 provided that relocation advance is a part of the total compensation consideration at the time an offer of employment is made. All written offers of employment are to include provisions for moving, if applicable. Any advance provided must conform with CSU and State of California guidelines on moving expenses and will be limited to:

1. Packing, loading, insurance, transportation, unpacking and unloading of household goods owned by the employee.
2. Relocation mileage incurred by the appointee or transportation costs for the appointee and, if applicable, family for travel between their existing residence and new residence.
3. Lodging expenses plus meals and incidental expenses incurred by the appointee and, if applicable, family for travel between their existing residence and new residence.

Other costs associated with relocation to CSUSB such as temporary lodging and meals (not to exceed 60 calendar days) and temporary storage of household goods in transit (not to exceed 60 calendar days) may be paid when approved by the Executive Director separately from items 1, 2 and 3 above.

The Santos Manuel Student Union will not pay for:

1. The moving (loading) of more than two (2) automobiles; other motor vehicles; farm tractors, implements and equipment; livestock; trailers with or without other property; boats; animals; belongings related to commercial enterprises engaged in by the employee; firewood; fuels; bricks, sand, ceramic wall tile, wire fence or other building materials; or any items not commonly found in a typical household.
2. The expense of materials, parts, or labor to connect household appliances or the cost of installing utility outlets or other specialized installations.
3. The cost of warehouse handling for items in storage and split pickup charges.
4. Any costs associated with the sale or purchase and/or exchange of real estate.

Consideration shall be given to any Santos Manuel Student Union or CSU system wide preferred relocation services available where a cost savings may be achieved.

When determining the amount of relocation advance to be provided, the following may be used as a guide:

- 4,000 lbs. --- a single person with an apartment, condo, or home.
- 8,000 lbs. --- a couple with a small house.
- 12,000 lbs. --- a small family.
- 16,000 lbs. --- a large family.

Because of the variance that occurs when employees relocate from different geographical areas, the costs for relocation will differ.

The exact amount of relocation advance will be limited to the budget available and the table below.

<u>GRADE LEVEL</u>	<u>MAXIMUM ALLOWED</u>
12	\$10,000.00
11	\$7,500.00
10	\$5,000.00
9	\$2,500.00

~~Each relocation advance is subject to a "Relocation Advance Agreement" wherein the employee advance will be forgiven based upon time of employment with Santos Manuel Student Union. The following schedule outlines the schedule of payment forgiveness:~~

- ~~1. 0% of relocation advance is forgiven if employed less than 6 months.~~
- ~~2. 25% of relocation advance is forgiven if employed for at least 6 months, but less than 12 months.~~
- ~~3. 50% of relocation advance is forgiven if employed at least 12 months, but less than 18 months.~~

Effective: ~~04-24-2024~~xx.xx.xxxx  
Updated: ~~04-24-2024~~04.01.2026  
Supersedes: ~~02-13-2020~~04.24.2024

Relocation Policy  
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~~4. 75% of relocation advance is forgiven if employed at least 18 months, but less than 24 months.~~

~~5. 100 % of relocation advance is forgiven if employed for 24 months or more.~~

Under current IRS regulations (Tax Reform Bill (H.R.1, P.L. 115-97)), reimbursements or payments for moving and relocation expenses are considered taxable income to the employee. This includes any amounts paid directly to the employee or to third parties on their behalf for relocation-related costs, such as household goods shipping, travel to the new location, or temporary housing. These reimbursements are subject to federal, state, and applicable payroll taxes and will appear as taxable earnings on the employee's pay statement.

Not all new Santos Manuel employees will be eligible for reimbursement of moving and relocation expenses. The decision by the Executive Director to offer moving and relocation expenses is discretionary and contingent upon the availability of funds.

**Commented [AB1]:** The reason for this change is that under California law, you cannot take back a benefit once given, but you can forgive a loan to employees.

We also need to come up with an agreement where the employee signs a document acknowledging that this is a loan and that it may need to be paid back if they leave SMSU

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

**PERSONNEL POLICY**

**SUBJECT: Paid Leaves of Absence**

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

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

Sick Leave:

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

- a. Illness, injury or exposure to a contagious disease.
- b. Self-care
- c. Treatment or examination by a licensed medical practitioner.
- ~~d.~~ Seek relief or serve as a witness if an employee or family member is a victim of a qualifying act of violence
- ~~e.~~ Appear in court as a witness to comply with an order or subpoena
- ~~d.f.~~ Attend a judicial proceeding regarding any delinquency proceeding, a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding where a right of that person is at issue.
- e. Illness or injury in the immediate family. Use of sick leave in this category is limited to one-half the employee's annual sick leave accrual.

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

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

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

### Catastrophic Leave

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

A doctor's note must be submitted to the Santos Manuel Student Union Human Resource and Risk Manager which indicates any special circumstances which cause the illness or injury to be

catastrophic. In addition, qualifications and paperwork similar to FMLA-approved leave will be required in order to request Catastrophic Leave.

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

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

#### Organ and Bone Marrow Donor Leave:

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

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

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

#### Bereavement and Funeral Leave:

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

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

### Reproductive Loss Leave

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

### Time Off for Voting

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

### Military Leave:

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

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

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

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

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

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

Jury Duty:

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

Parental Leave:

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

- Leave is up to thirty (30) workdays per calendar year per event.
- Leave must commence within 60 days of the child's arrival.
- Leave runs concurrently with any other related leave to which an employee is entitled (i.e. CFRA, FMLA, Disability).

- Leave must be used within 12 weeks of the birth or adoption of a child.
- Employees must have at least 12 months of SMSU service to be eligible.

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

**PERSONNEL POLICY**

**SUBJECT: Unpaid Leaves of Absence**

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

Unpaid Leave of Absence (Non-FMLA/CFRA)

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

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

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

Family Medical Leave (CFRA/FMLA)

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

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

***Employee Eligibility - FMLA***

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

***Employee Eligibility – CFRA***

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

***Leave Available - FMLA***

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

***Leave Available - CFRA***

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

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

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

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

Certain restrictions on these benefits may apply.

#### ***FMLA/CFRA Use***

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

#### ***Notice and Certification***

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

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

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

#### ***Compensation during Leave***

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

#### ***Benefits during Leave***

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

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

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

### ***Job Reinstatement***

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

### ***Unlawful Acts***

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

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

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

### Pregnancy Disability Leave

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

### ***Leave Available***

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

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

### ***Notice and Certification Requirements***

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

### ***Compensation during Leave***

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

### ***Benefits during Leave***

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

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

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

### ***Reinstatement***

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

### **Workers' Compensation Disability Leave**

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

### ***Notice and Certification Requirements***

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

### ***Compensation during Leave***

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

### ***Benefits during Leave***

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

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

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

### ***Reinstatement***

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

### **Time Off for Child's School Activities**

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

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

### **School Leave (Suspension)**

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

### Time Off for Adult Literacy Programs

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

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

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

### Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers

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

### Time Off for Victims of a Qualifying Act of Violence

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

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

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

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

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

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

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

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

Leave will run concurrently with CFRA or FMLA if applicable.

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

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

#### Lactation Accommodation

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

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

#### Civil Air Patrol Leave

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

Military Spouse Leave

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

Military and Reserve Duty Leave

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

**Review & Approval of SMSU Leases**

**Date: 4/23/2026**

**Santos Manuel Student Union Board of Directors**

*Proposed By: Maria Elena Najera-Neri and Finance & Contracts*

**Proposal:** Review & Approve leases that will be expiring June 30, 2026

**Rationale:** Leases are reviewed by this committee as needed and presented to the Board of Directors. The items to be reviewed are square footage, pricing, and length of lease. I am recommending changing the price per square foot to the Chancellor's Office rate of \$24.72 for fiscal year 26/27.

**Budget Impact:** This will provide revenue for the organization.

**Timeline:** The leases will be signed before the due date.

**Chartfield:** Revenue will be posted to 580836-RO001-S6110

**Attachments:** Title IV Lease and ASUA Lease

- Attachment A: Title IV Lease
- Attachment B: ASUA Lease



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

**FACILITY SUBLEASE**

This Facilities Sublease (“Sublease”) is made and entered into this 1<sup>st</sup> day of July 2026, between the Santos Manuel Student Union of California State University, San Bernardino, hereinafter called "**Auxiliary**", and California State University, San Bernardino, Institutional Equity and Compliance Title IX Office, hereinafter called "**Lessee**".

**WHEREAS**, **Auxiliary** entered into a Lease on September 1, 2017 with the Trustees of The California State University, a copy of which is attached hereto as Exhibit A, and

**WHEREAS**, said Lease authorizes the President of California State University, San Bernardino, or designee, to approve a Sublease for any portion of the leased premises, and

**WHEREAS**, the President of California State University, San Bernardino, or designee, acknowledges their approval of this Sublease.

**WHEREAS**, the continuance of the term of this Sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

**NOW, THEREFORE**, **Auxiliary** and **Lessee** hereby agree as follows.

1. **Premise**. **Auxiliary** hereby subleases to **Lessee** the following property:

In the Santos Manuel Student Union South, the Lessee shall have exclusive use of one space on the first floor, room SU 103, with the space totaling 647 square feet. The space is outlined in red on the attached floor plan, which is attached hereto as Exhibit B.

2. **Term**. The term of this Sublease shall be from July 1, 2026 until June 30, 2027, unless sooner terminated as herein provided.

3. **Rent**. **Lessee** shall pay rent at the monthly rate of \$944.62 (\$1.46 per square foot) payable quarterly in arrears (\$10,947.24 annually). **Auxiliary** reserves the right to re-evaluate the rental rate thirty (30) days prior to January 1st of each year of the term for the balance of the term of the Sublease. The parties shall negotiate in good faith any rent adjustment.



4. Services. **Auxiliary** agrees to provide the following to **Lessee**:
  - a. Utility and custodial services at the monthly rate of \$388.20 (\$0.60 per square foot) payable quarterly (\$4,658.40 annually). **Auxiliary** reserves the right to re-evaluate utility and custodial charges in January of each year to ensure that direct costs have been equitably assessed.
  - b. **Lessee** shall pay for its telephone service directly to the University.
5. Subletting. **Lessee** shall not assign nor sublet this Sublease without prior written approval of **Auxiliary**.
6. Quiet Use and Enjoyment. **Auxiliary** reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.
7. Indemnification. This Sublease is made upon the express condition that **Auxiliary**, California State University, San Bernardino, the Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including **Lessee**, or property of any kind whatsoever and to whomsoever belonging including **Lessee**, from any cause or causes whatsoever in any way arising out of **Lessee's** business activity or use of the premises under this Sublease or any extension thereof. **Lessee** agrees to indemnify and hold harmless **Auxiliary**, California State University, San Bernardino, Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or is in any way connected with the use of the premises herein described, by **Lessee**.
8. Alterations. **Lessee** agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of **Auxiliary**.
9. Compliance with Laws. **Lessee** shall not violate nor allow to be violated any federal, state, or local law, or rule of the Trustees or of the campus.
10. Holdover Tenant. Should **Lessee** occupy the premises after the date of expiration of this Sublease, and the **Auxiliary** agrees to the continuation of occupancy in writing, such tenancy shall be on a month-to-month basis subject to the terms and conditions of this Sublease and any rent increase **Auxiliary** may assert at the end of the Sublease.

11. Compliance. Lessee agrees to comply with all the terms of Sublease and Lease insofar as they are applicable to Lessee.
  
12. Premise Restoration. Upon termination or expiration of this Sublease, Lessee, at its own expense and risk, shall restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease subject to normal wear and tear of occupancy of the premises.  
  
Lessee shall exercise care in the use of **Auxiliary** facilities and shall comply with guidelines to reduce excessive wear or damage. Lessee agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this Sublease.
  
13. Amendments. Entire Sublease, and Severability. This Facility Sublease constitutes the entire Sublease between the parties with respect to the subject matter hereof. This Facilities Sublease may not be modified or amended except in writing signed by both parties. Should any provision of this Facilities Sublease be invalid, illegal, or unenforceable in any respect, such provision will not affect the validity and enforceability of any other part of this Facilities Sublease.
  
14. Common Area Use. Lessee recognizes that its use may coincide with other uses of **Auxiliary** property, and agrees that it will organize its use and activities to cause as little disruption as possible to such uses of the **Auxiliary** buildings and equipment.
  
15. Insurance. Lessee shall maintain a copy of policies of comprehensive general liability insurance. Said insurance minimum limits recommended shall be no less than \$1,000,000 overall, which shall include, but not limited to, bodily injury, property damage, and umbrella clause. The insurance policy shall contain or be endorsed to contain the following provisions: For the general liability policy the Trustees of the California State University, the Santos Manuel Student Union of California State University, San Bernardino, California State University, San Bernardino and the state of California their officers, employees, representatives, volunteers and agents shall be covered as additional insureds.
  
16. Termination. This Sublease may be terminated upon any of the following occurrences:
  - a. By either party giving thirty (30) days written notice to the other party.
  - b. Upon expiration of the Sublease term as set forth in section 2.
  - c. Upon breach of any substantial provision of this Sublease.
  - d. Upon termination of the Sublease and Lease by the Trustees of The California State University for administrative necessity or for any other reason which gives

the Trustees have the right to terminate the Sublease and Lease under the terms of that document.

17. Governing Law. This Facilities Sublease will be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any actions, suits or proceedings arising out of or related to this Sublease. This Sublease is deemed by the parties to have been executed and delivered in San Bernardino, California.
18. Dispute Resolution. If a dispute should arise between the Parties with respect to the obligations hereunder or the interpretation of this Facilities Sublease, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes (“Dispute”) which materially affect the performance of either Party under this Facilities Sublease. Promptly after a Dispute is recognized by either Party, such Party may communicate the substance of the Dispute to the other Party’s primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute is not resolved between the Parties’ respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party’s right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.
19. Attorney’s Fees. If either party incurs legal fees or litigation expenses, whether or not an action is instituted, to enforce the terms of this Sublease or to recover damages or injunctive relief for breach of this Sublease, it is agreed that the successful or prevailing party will be entitled to reasonable attorney’s fees, litigation expenses, expert witness fees and other costs in addition to any other relief to which it may be entitled.
20. Notices. All notices herein to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, certified and postage prepaid, and addressed as follows:

**To the LESSEE:**

California State University, San Bernardino  
Institutional Equity and Compliance Title IX Office  
5500 University Parkway, San Bernardino, CA 92407





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

**FACILITY SUBLEASE**

This Facilities Sublease (“Sublease”) is made and entered into this 1<sup>st</sup> day of July 2026, between the Santos Manuel Student Union of California State University, San Bernardino, hereinafter called "**Auxiliary**", and California State University, San Bernardino, Academic Success and Undergraduate Advising (ASUA) Tutoring Center, hereinafter called "**Lessee**".

**WHEREAS**, **Auxiliary** entered into a Lease on September 1, 2017 with the Trustees of The California State University, a copy of which is attached hereto as Exhibit A, and

**WHEREAS**, said Lease authorizes the President of California State University, San Bernardino, or designee, to approve a Sublease for any portion of the leased premises, and

**WHEREAS**, the President of California State University, San Bernardino, or designee, acknowledges their approval of this Sublease.

**WHEREAS**, the continuance of the term of this Sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

**NOW, THEREFORE**, **Auxiliary** and **Lessee** hereby agree as follows.

1. **Premise**. **Auxiliary** hereby subleases to **Lessee** the following property:

In the Santos Manuel Student Union South, the Lessee shall have exclusive use of two spaces on the second floor, rooms 220 & 221, with spaces totaling 772 square feet. The space is outlined in red on the attached floor plan, which is attached hereto as Exhibit B.

2. **Term**. The term of this Sublease shall be from July 1, 2026, until June 30, 2028, unless sooner terminated as herein provided.

3. **Rent**. **Lessee** shall pay rent at the monthly rate of \$1,127.12 (\$1.46 per square foot) payable quarterly (\$13,525.44 annually). **Auxiliary** reserves the right to re-evaluate the rental rate thirty (30) days prior to January 1st of each year of the term for the balance of the term of the Sublease. The parties shall negotiate in good faith any rent adjustment.

4. Services. **Auxiliary** agrees to provide the following to **Lessee**:
  - a. Utility and custodial services at the monthly rate of \$463.20 (\$0.60 per square foot) payable quarterly (\$5,558.40 annually). **Auxiliary** reserves the right to re-evaluate utility and custodial charges in January of each year to ensure that direct costs have been equitably assessed.
  - b. **Lessee** shall pay for its telephone service directly to the University.
5. Subletting. **Lessee** shall not assign nor sublet this Sublease without prior written approval of **Auxiliary**.
6. Quiet Use and Enjoyment. **Auxiliary** reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.
7. Indemnification. This Sublease is made upon the express condition that **Auxiliary**, California State University, San Bernardino, the Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including **Lessee**, or property of any kind whatsoever and to whomsoever belonging including **Lessee**, from any cause or causes whatsoever in any way arising out of **Lessee's** business activity or use of the premises under this Sublease or any extension thereof. **Lessee** agrees to indemnify and hold harmless **Auxiliary**, California State University, San Bernardino, Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or is in any way connected with the use of the premises herein described, by **Lessee**.
8. Alterations. **Lessee** agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of **Auxiliary**.
9. Compliance with Laws. **Lessee** shall not violate nor allow to be violated any federal, state, or local law, or rule of the Trustees or of the campus.
10. Holdover Tenant. Should **Lessee** occupy the premises after the date of expiration of this Sublease, and the **Auxiliary** agrees to the continuation of occupancy in writing, such tenancy shall be on a month-to-month basis subject to the terms and conditions of this Sublease and any rent increase **Auxiliary** may assert at the end of the Sublease.



11. **Compliance.** Lessee agrees to comply with all the terms of Sublease and Lease insofar as they are applicable to Lessee.
  
12. **Premise Restoration.** Upon termination or expiration of this Sublease, Lessee, at its own expense and risk, shall restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease subject to normal wear and tear of occupancy of the premises.  
  
Lessee shall exercise care in the use of **Auxiliary** facilities and shall comply with guidelines to reduce excessive wear or damage. Lessee agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this Sublease.
  
13. **Amendments. Entire Sublease, and Severability.** This Facility Sublease constitutes the entire Sublease between the parties with respect to the subject matter hereof. This Facilities Sublease may not be modified or amended except in writing signed by both parties. Should any provision of this Facilities Sublease be invalid, illegal, or unenforceable in any respect, such provision will not affect the validity and enforceability of any other part of this Facilities Sublease.
  
14. **Common Area Use.** Lessee recognizes that its use may coincide with other uses of **Auxiliary** property, and agrees that it will organize its use and activities to cause as little disruption as possible to such uses of the **Auxiliary** buildings and equipment.
  
15. **Insurance.** Lessee shall maintain a copy of policies of comprehensive general liability insurance. Said insurance minimum limits recommended shall be no less than \$1,000,000 overall, which shall include, but not limited to, bodily injury, property damage, and umbrella clause. The insurance policy shall contain or be endorsed to contain the following provisions: For the general liability policy the Trustees of the California State University, the Santos Manuel Student Union of California State University, San Bernardino, California State University, San Bernardino and the state of California their officers, employees, representatives, volunteers and agents shall be covered as additional insureds.
  
16. **Termination.** This Sublease may be terminated upon any of the following occurrences:
  - a. By either party giving thirty (30) days written notice to the other party.
  - b. Upon expiration of the Sublease term as set forth in section 2.
  - c. Upon breach of any substantial provision of this Sublease.
  - d. Upon termination of the Sublease and Lease by the Trustees of The California State University for administrative necessity or for any other reason which gives

the Trustees have the right to terminate the Sublease and Lease under the terms of

that document.

17. Governing Law. This Facilities Sublease will be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any actions, suits or proceedings arising out of or related to this Sublease. This Sublease is deemed by the parties to have been executed and delivered in San Bernardino, California.
18. Dispute Resolution. If a dispute should arise between the Parties with respect to the obligations hereunder or the interpretation of this Facilities Sublease, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes (“Dispute”) which materially affect the performance of either Party under this Facilities Sublease. Promptly after a Dispute is recognized by either Party, such Party may communicate the substance of the Dispute to the other Party’s primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute is not resolved between the Parties’ respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party’s right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.
19. Attorney’s Fees. If either party incurs legal fees or litigation expenses, whether or not an action is instituted, to enforce the terms of this Sublease or to recover damages or injunctive relief for breach of this Sublease, it is agreed that the successful or prevailing party will be entitled to reasonable attorney’s fees, litigation expenses, expert witness fees and other costs in addition to any other relief to which it may be entitled.
20. Notices. All notices herein to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, certified and postage prepaid, and addressed as follows:

**To the LESSEE:**

California State University, San Bernardino  
Academic Success and Undergraduate Advising (ASUA)  
5500 University Parkway, San Bernardino, CA 92407



## **Write-Off of Aged Invoices**

**Date: 04/23/2026**

**Santos Manuel Student Union Board of Directors**

**Proposed By: Kesha Bates and Finance and Contracts Committee**

### **Background:**

The invoices in question are between **846 and 2,566 days old**, dating back to **2019–2023**. These invoices include charges from on campus clubs/organizations and off-campus partners. Despite extensive collection efforts—emails, phone calls, and research—these aged items remain unresolved. These remaining invoices have proven difficult to collect due to several factors:

- Individuals who originally booked these items are no longer reachable.
- Officers and off-campus partners are reluctant to pay due to the age of the invoices and lack of prior notification.
- Several departments were grant-funded programs that have since ended, leaving no available funds, and no point of contact.

### **Proposal:**

Approve the **write-off of \$12,687.27** in aged invoices to maintain accurate financial records and focus on current collectible accounts.

### **Rationale:**

- Removes uncollectible balances.
- Improves financial accuracy and compliance.
- Frees resources for active collections.

### **Budget Impact:**

- Non-cash adjustment; total write-off: **\$12,687.27**.

### **Timeline:**

Process upon Board approval; complete within the current fiscal quarter.

### **Chartfield:** N/A

### **Attachments:**

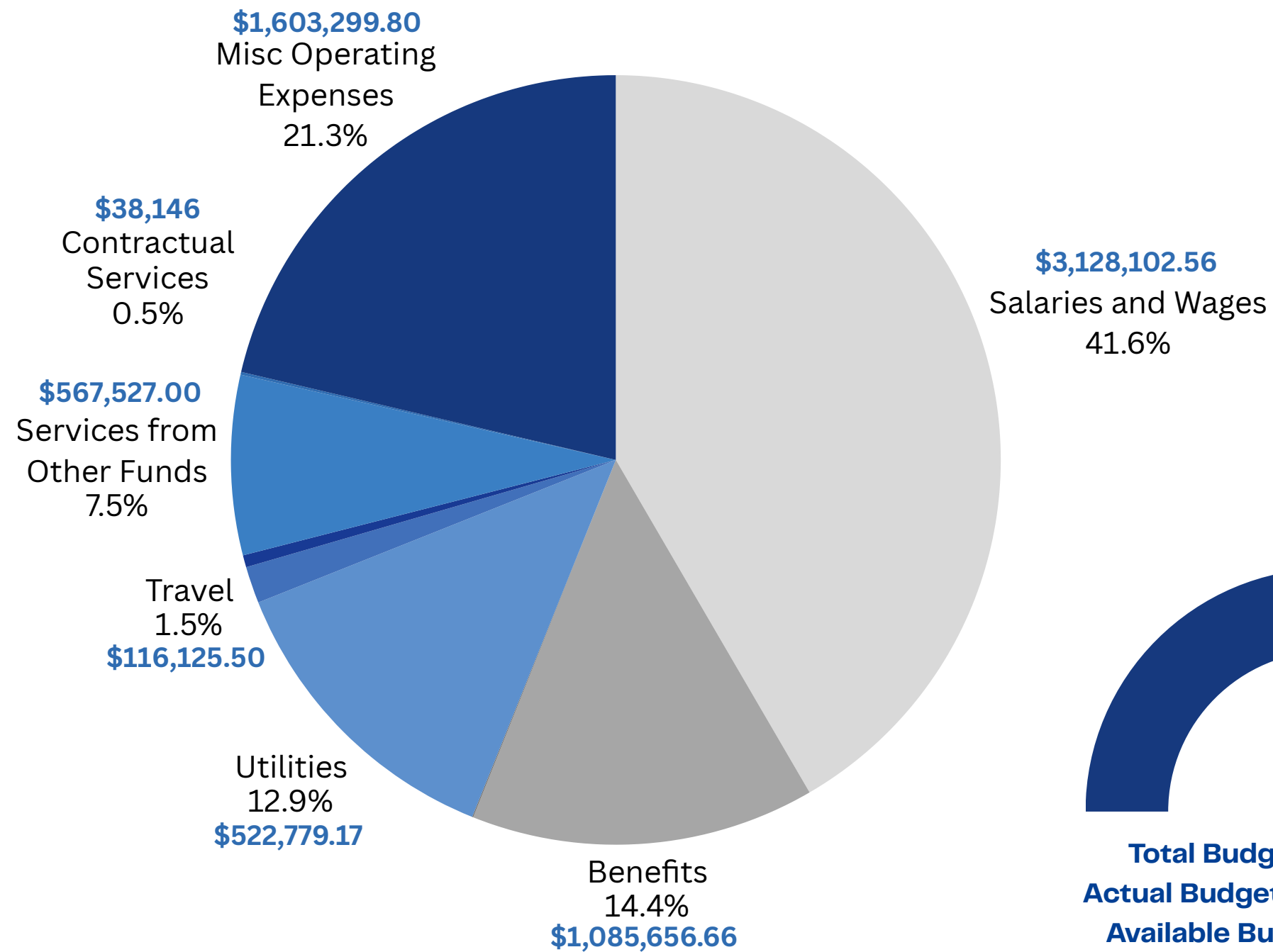
- Attachment A: Longform Proposal
- Attachment B: List of Invoices to be waived

**Santos Manuel Student Union**  
**Open Invoices**  
As of April 15, 2026

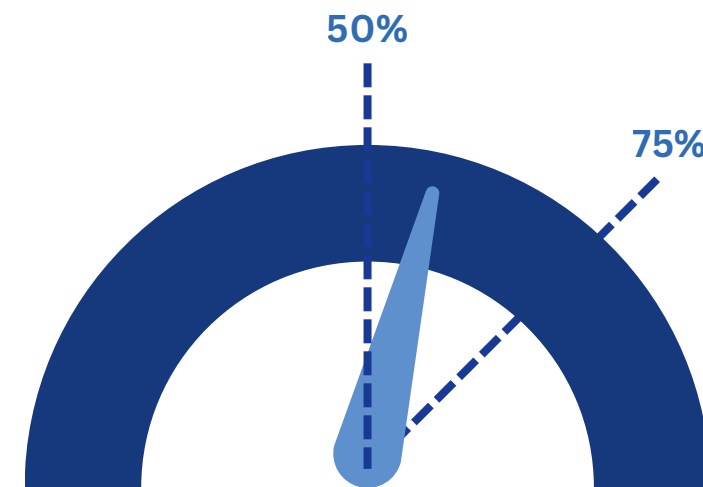
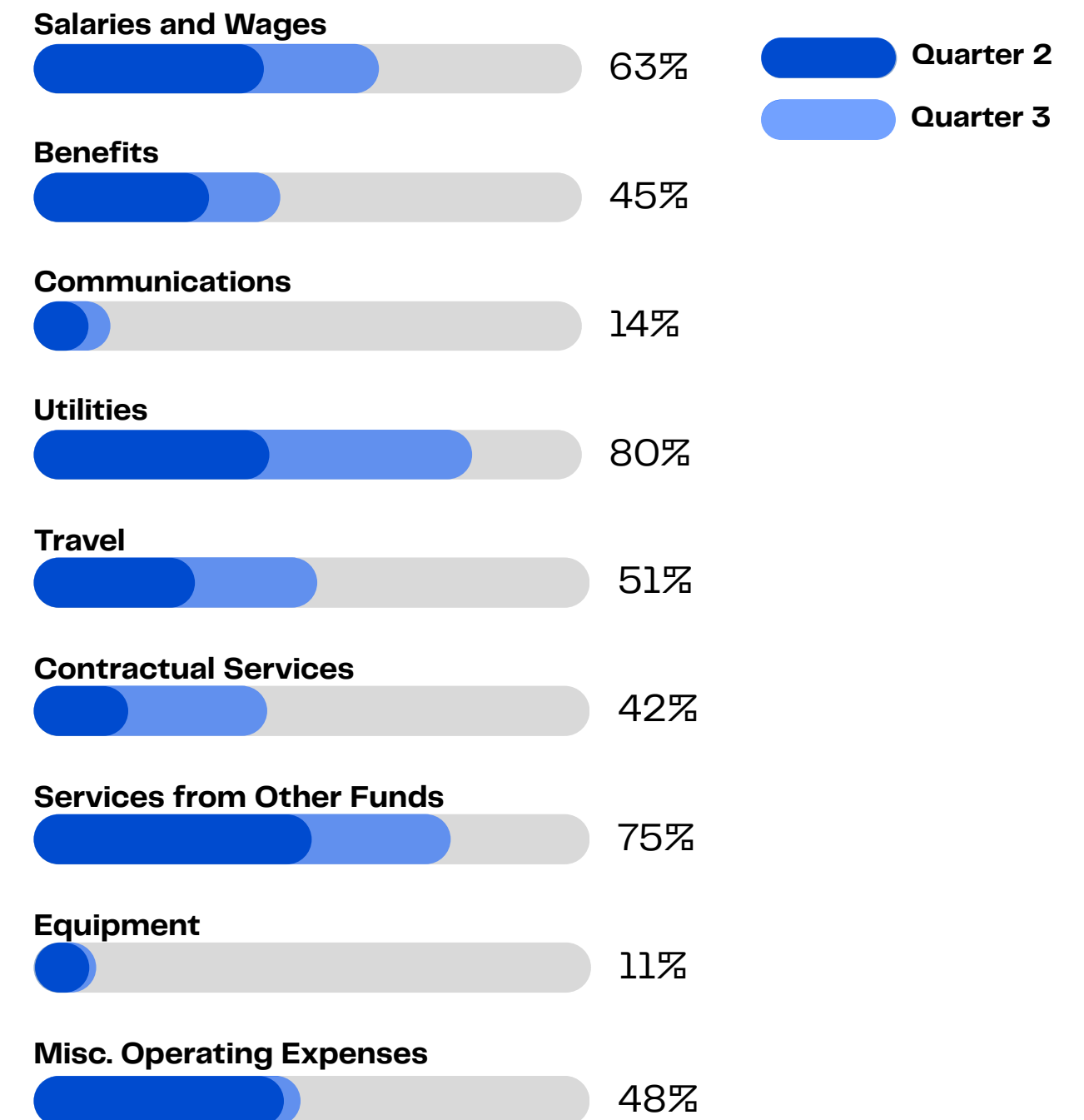
	Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
<b>Arroyo Valley High School</b>								
	Invoice	03/23/2022	5566		Net 30 days	04/22/2022	1,454	1,197.00
Total Arroyo Valley High School								1,197.00
<b>Be-Well Yotes LLC</b>								
	Invoice	05/12/2023	6058		Net 30 days	06/11/2023	1,039	70.00
Total Be-Well Yotes LLC								70.00
<b>BYA CHURCH</b>								
	Invoice	11/21/2023	6418		Net 30 days	12/21/2023	846	1,942.84
Total BYA CHURCH								1,942.84
<b>California College Guidance Initiative</b>								
	Invoice	08/19/2019	5207		Net 30 days	09/18/2019	2,401	3,820.63
Total California College Guidance Initiative								3,820.63
<b>CASA Of San Bernardino</b>								
	Invoice	01/11/2023	5801		Net 30 days	02/10/2023	1,160	300.00
Total CASA Of San Bernardino								300.00
<b>College Assistance Migrant Program</b>								
	Invoice	11/17/2023	6401		Net 30 days	12/17/2023	850	4,408.30
Total College Assistance Migrant Program								4,408.30
<b>CRU Christian Fellowship</b>								
	Invoice	03/30/2022	5580		Net 30 days	04/29/2022	1,447	56.00
Total CRU Christian Fellowship								56.00
<b>E-Sports Club</b>								
	Invoice	11/08/2023	6366		Net 30 days	12/08/2023	859	34.00
Total E-Sports Club								34.00
<b>FM- Custodial Services</b>								
	Invoice	07/10/2023	6212		Net 30 days	08/09/2023	980	36.00
Total FM- Custodial Services								36.00
<b>Graduate Studies</b>								
	Invoice	01/11/2023	5807		Net 30 days	02/10/2023	1,160	225.00
Total Graduate Studies								225.00
<b>HACU Alumni Club</b>								
	Invoice	03/07/2019	4969		Net 30 days	04/06/2019	2,566	127.50
Total HACU Alumni Club								127.50
<b>LGBTQ + Faculty Staff &amp; Student Assoc.</b>								
	Invoice	02/19/2020	5414		Net 30 days	03/20/2020	2,217	250.00
Total LGBTQ + Faculty Staff & Student Assoc.								250.00
<b>Ombuds Services</b>								
	Invoice	08/01/2023	6223		Net 30 days	08/31/2023	958	50.00
Total Ombuds Services								50.00
<b>Student African American Brotherhood</b>								
	Invoice	03/03/2020	5423		Net 30 days	04/02/2020	2,204	120.00
Total Student African American Brotherhood								120.00
<b>Student Veterans Organization</b>								
	Invoice	11/02/2023	6364		Net 30 days	12/02/2023	865	50.00
Total Student Veterans Organization								50.00
<b>TOTAL</b>								<b>12,687.27</b>

# Santos Manuel Student Union Third Quarter Budget 25/26 Report

## Spending Distribution



## Percentage of Budget Utilized

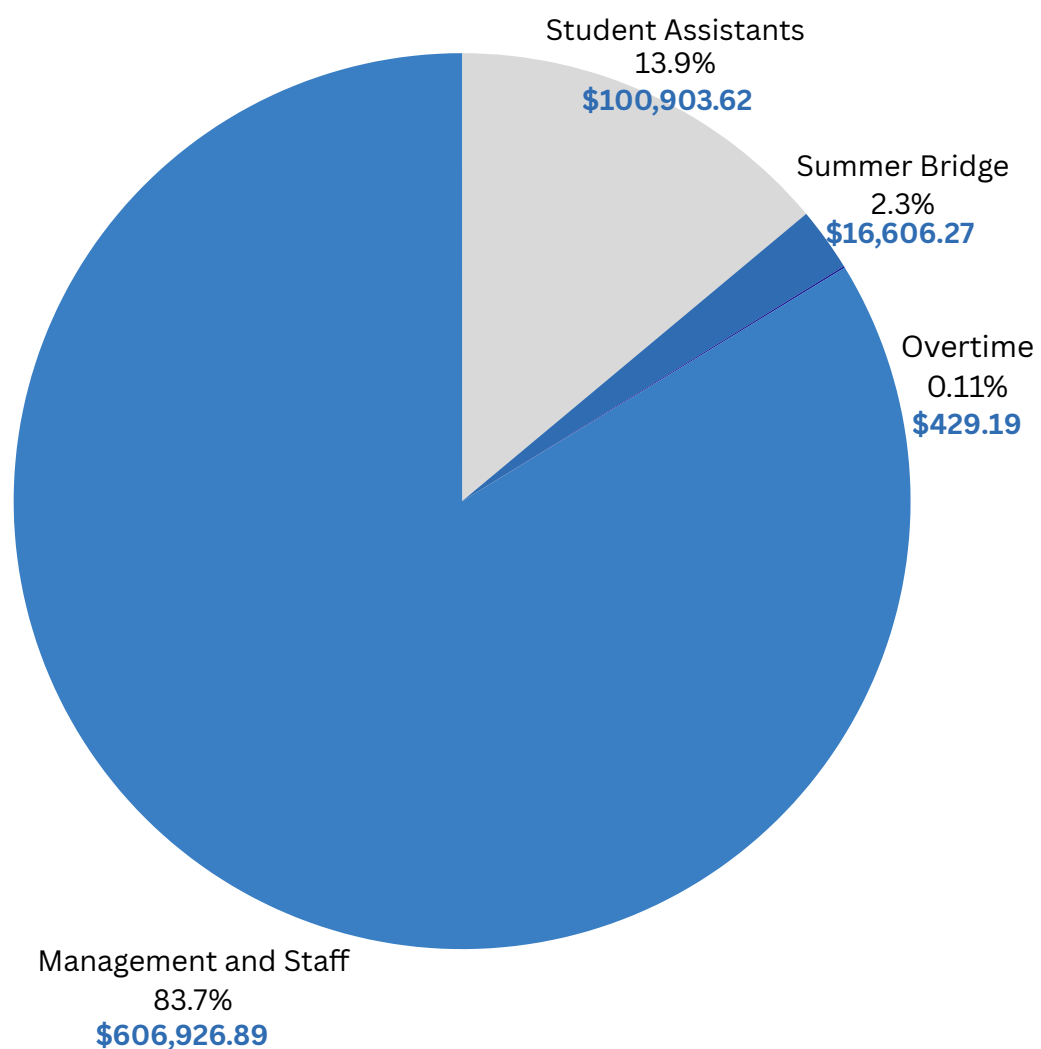


# Shared Services

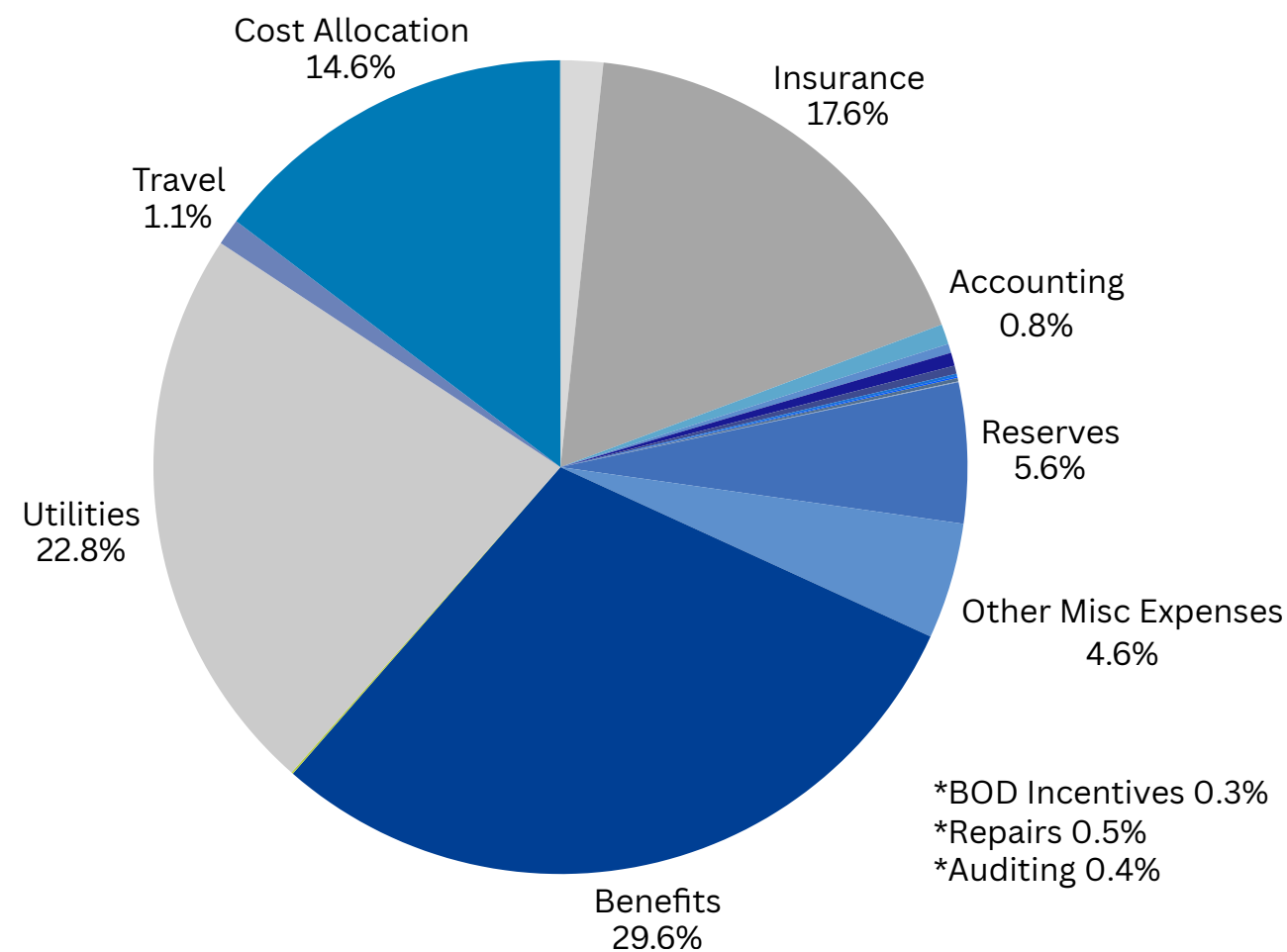
## Third Quarter Budget 25/26

### Report

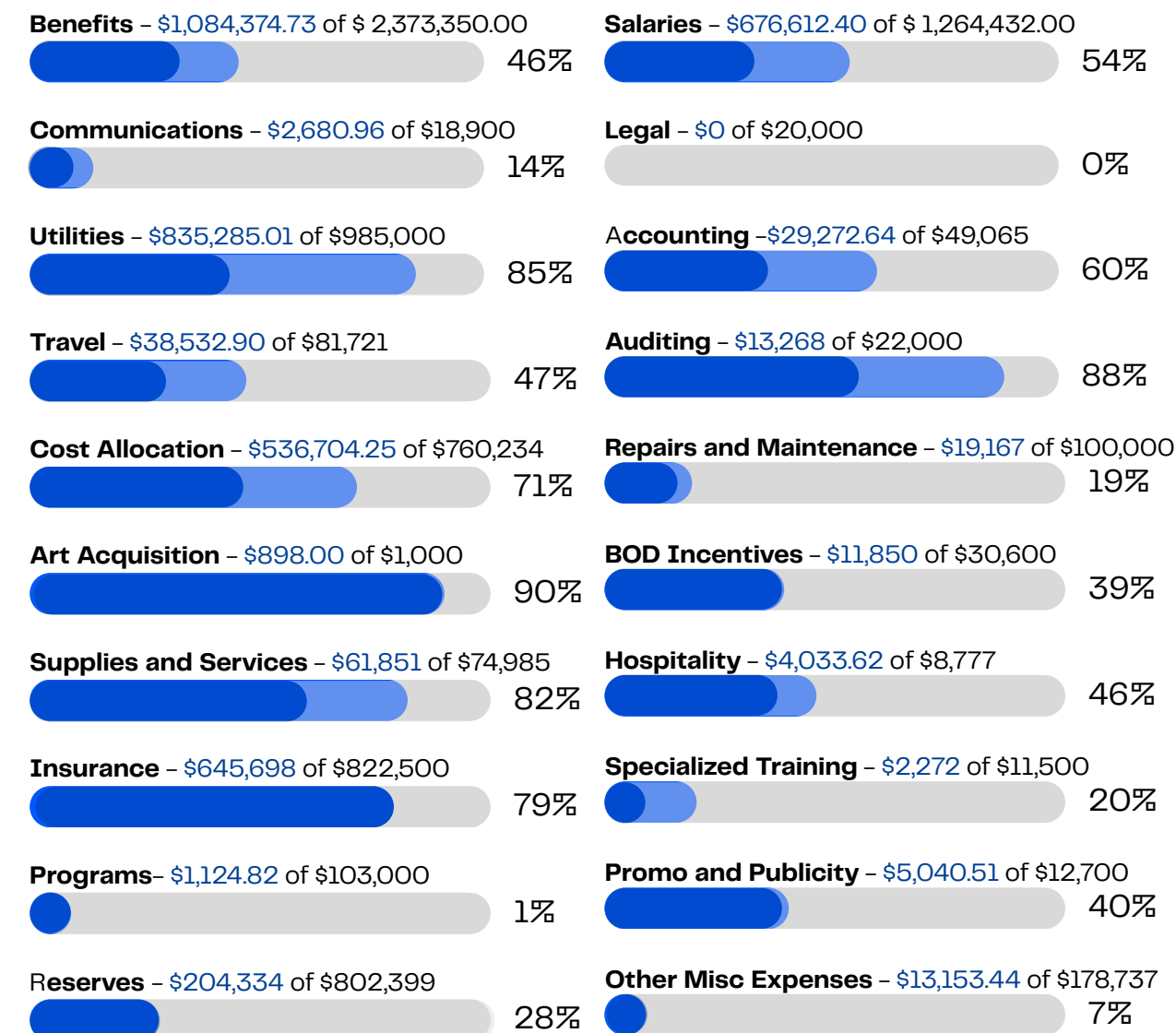
#### Salaries and Wages



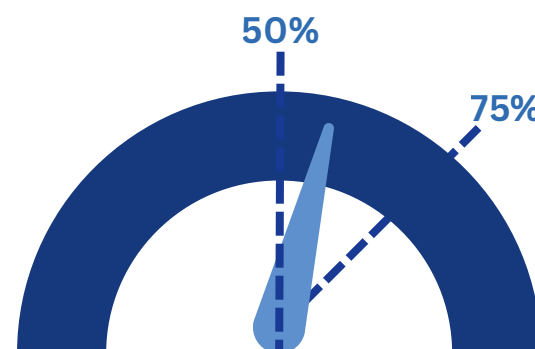
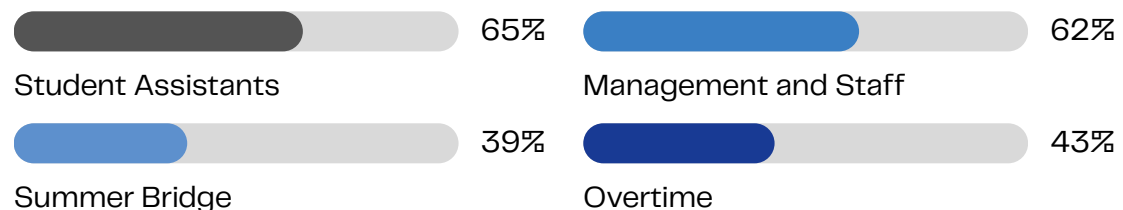
#### Spending Distribution (exc. salaries)



#### Percentage of Budget Utilized



#### Percentage of Budget Utilized (Salaries)



**Total Budget: \$7,720,900**  
**Actual Budget Spent: \$4,356,660.39**  
**Available Budget: \$3,292,084.25**  
**Total % Used: 57% (Q2: 41%)**

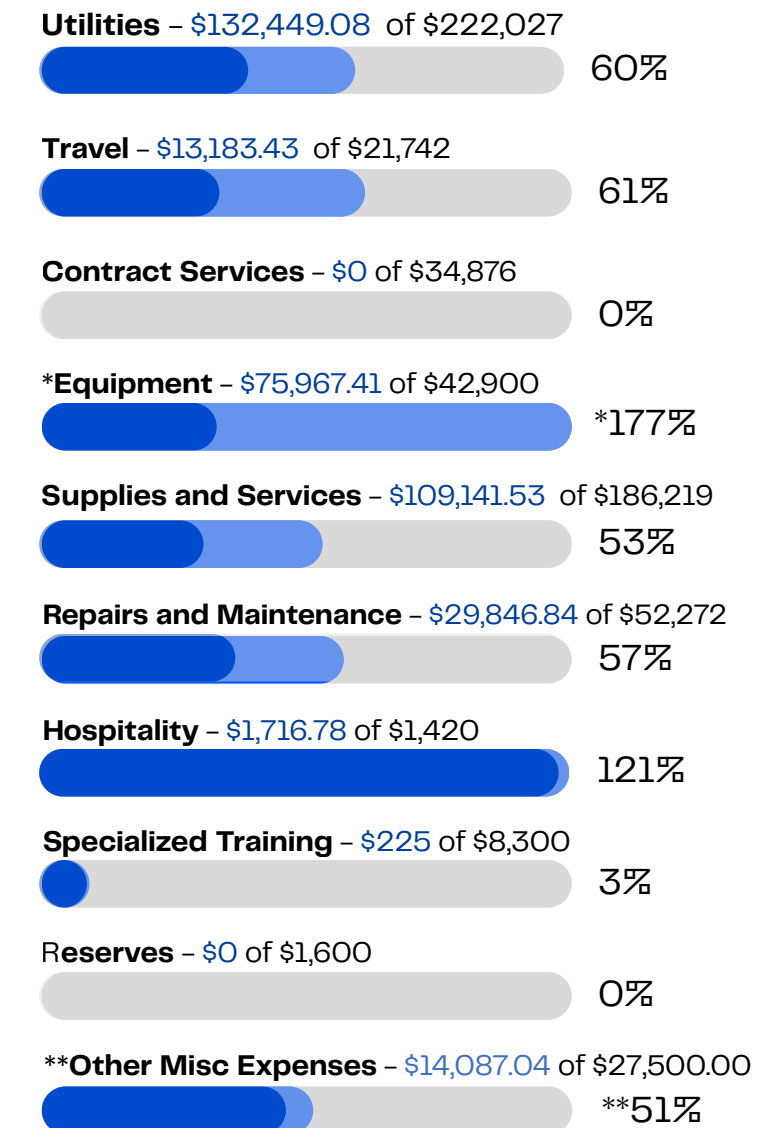
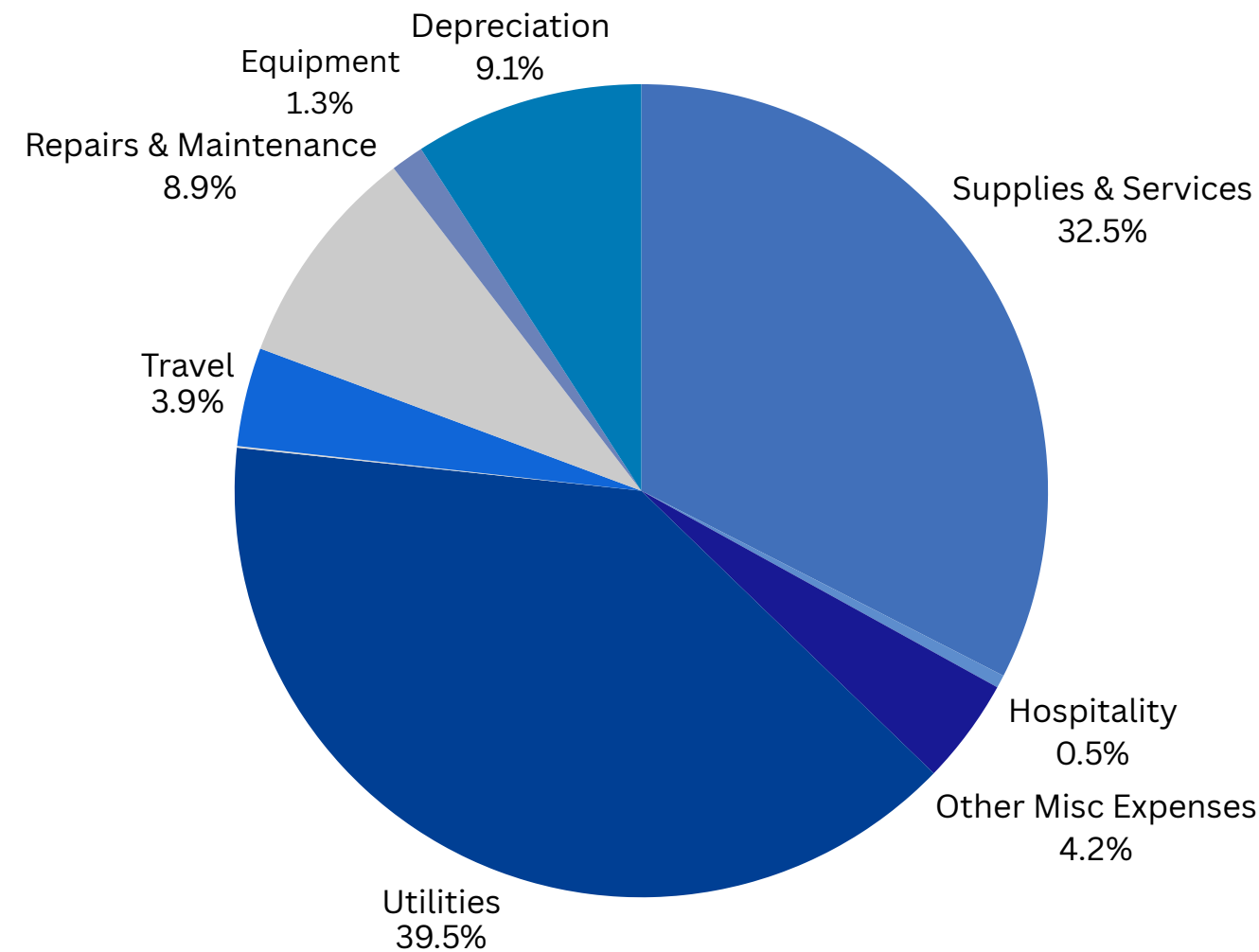
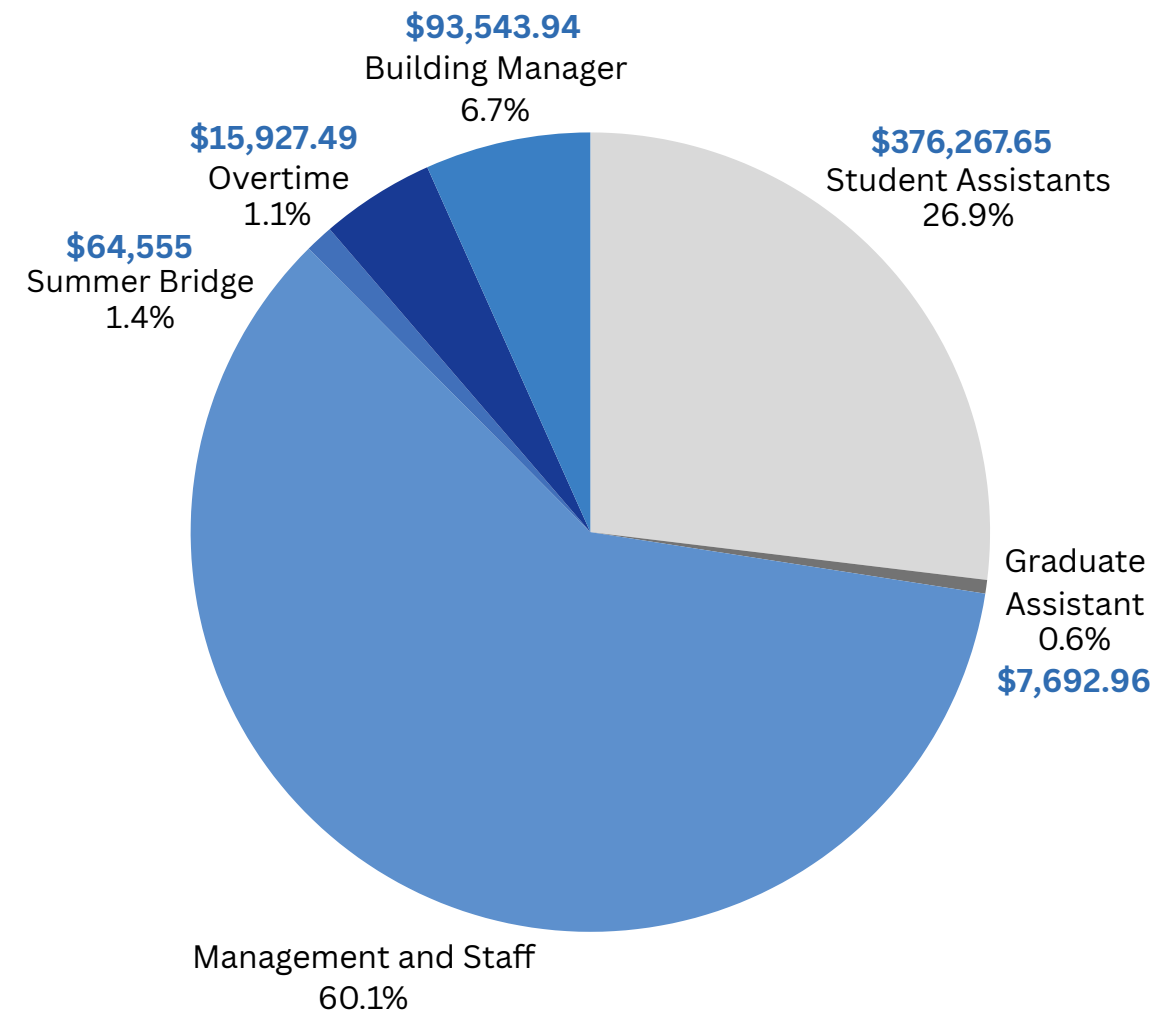
**Quarter 2**  
**Quarter 3**

# Operations Third Quarter Budget 25/26 Report

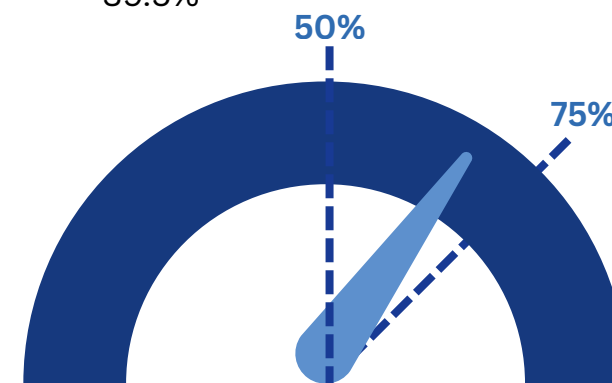
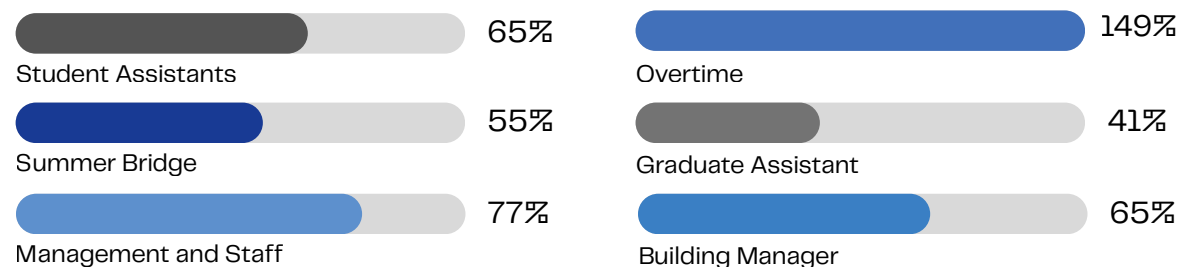
## Salaries and Wages

## Spending Distribution (exc. salaries)

## Percentage of Budget Utilized



## Percentage of Budget Utilized (Salaries)



**Total Budget: \$2,538,238**  
**Actual Budget Spent: \$1,656,611.55**  
**Available Budget: \$815,373.13**  
**Total % Used: 68% (Q2: 44%)**

**\*Includes Encumbrances (S6700 & S7140): \$71,574.87**  
**Actual Spending: \$4,392.54**  
**\*\*Excludes Depreciation: \$30,580.71**

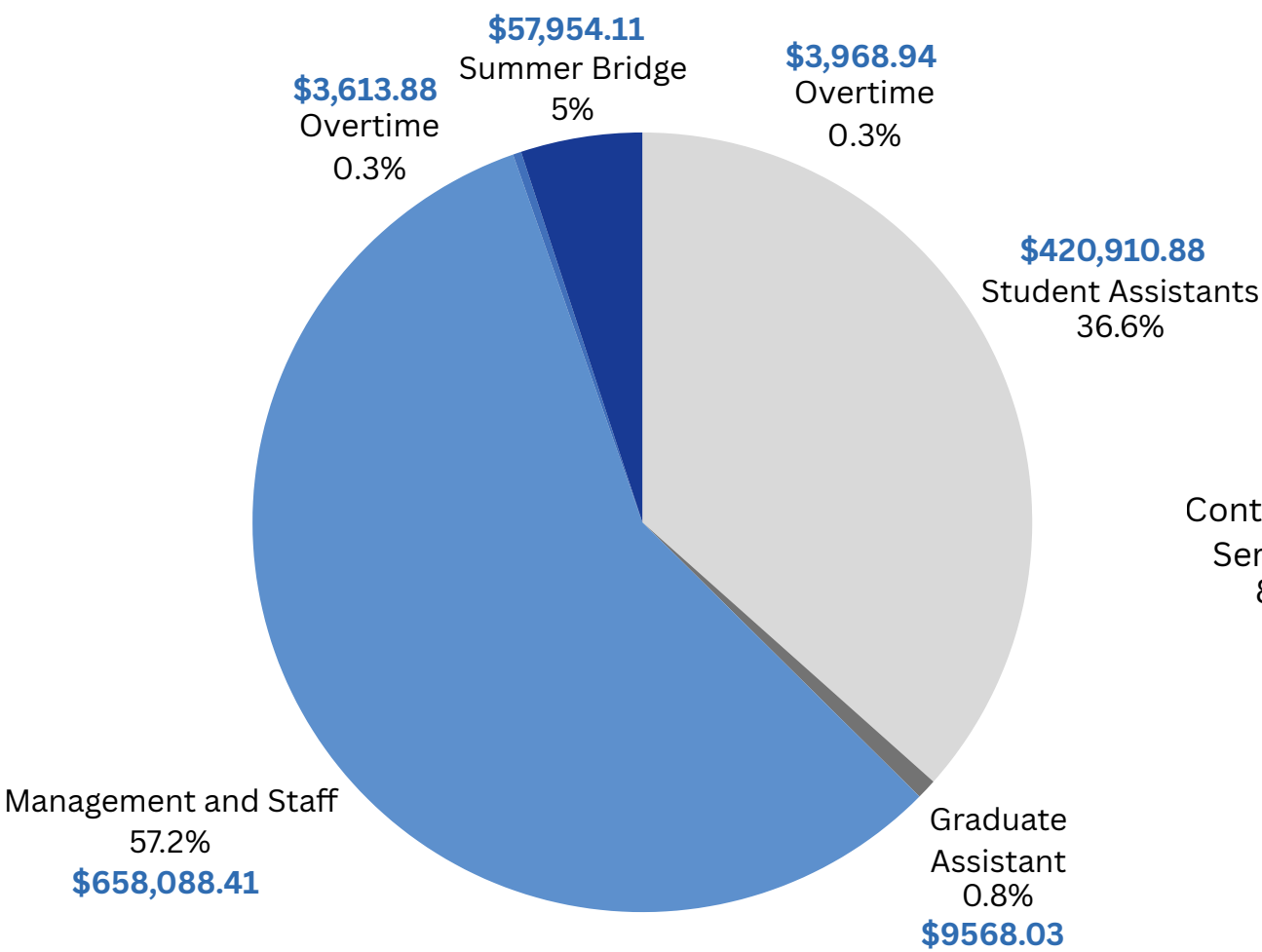
**Quarter 2**  
**Quarter 3**

# Programs

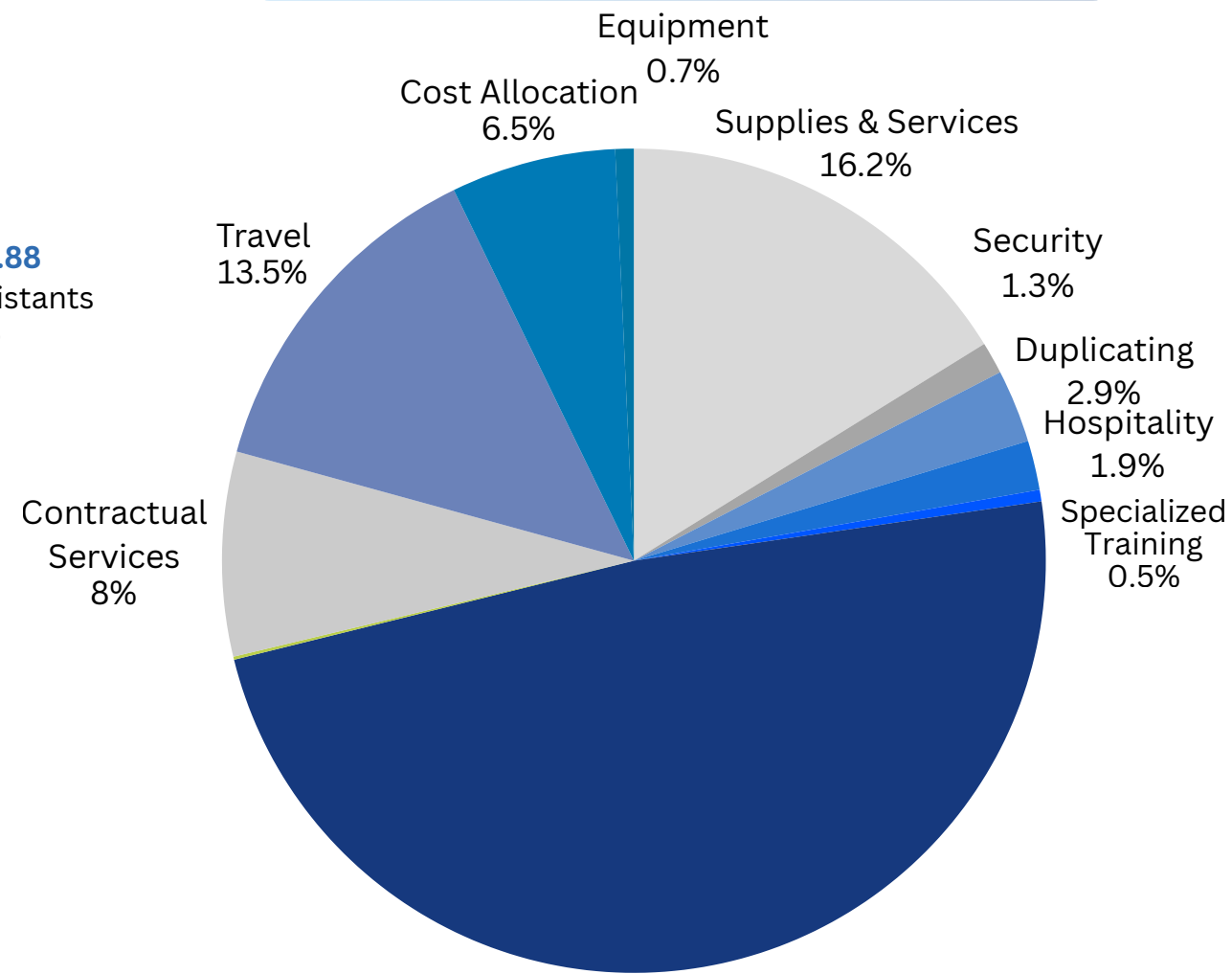
## Third Quarter Budget 25/26

### Report

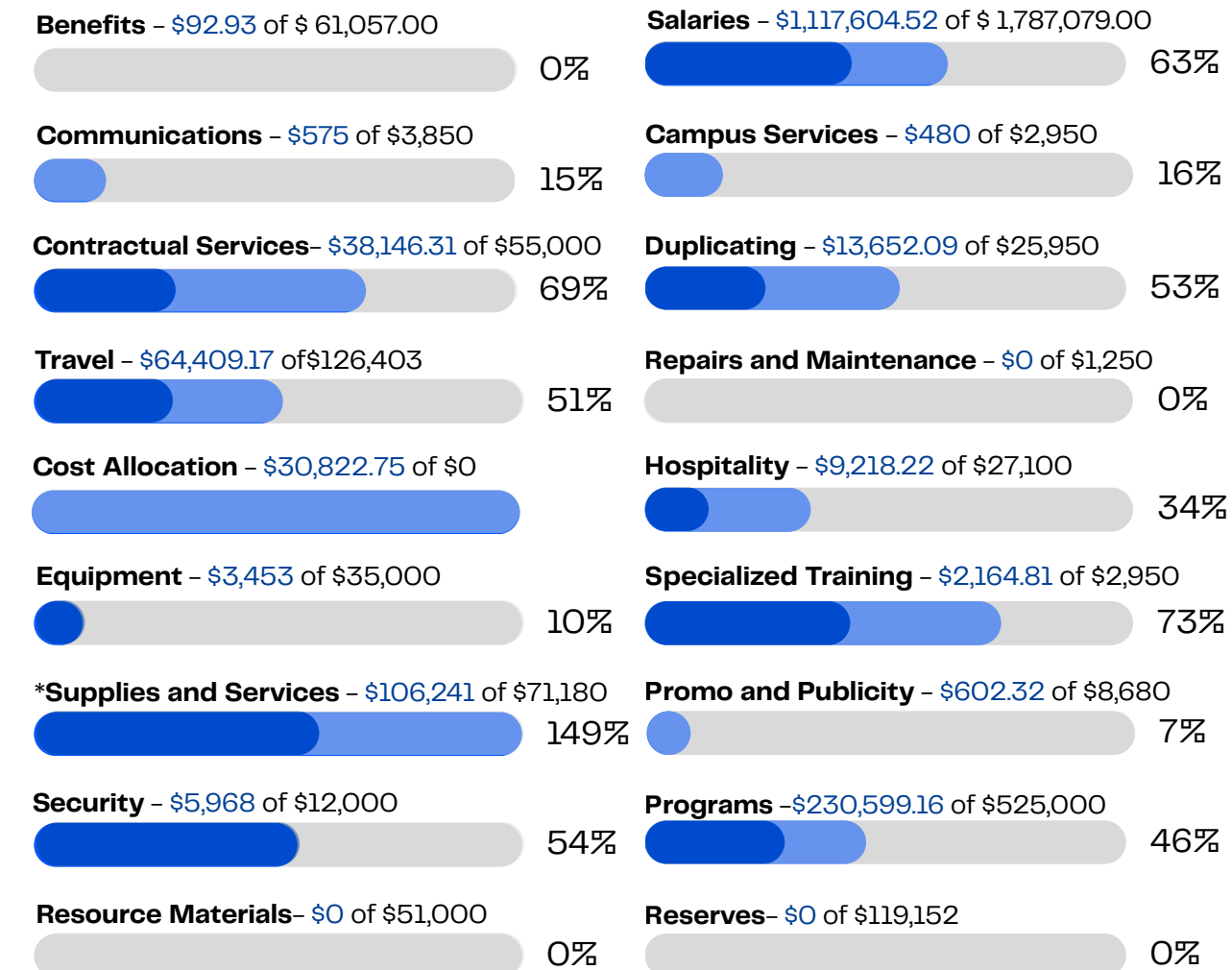
#### Salaries and Wages



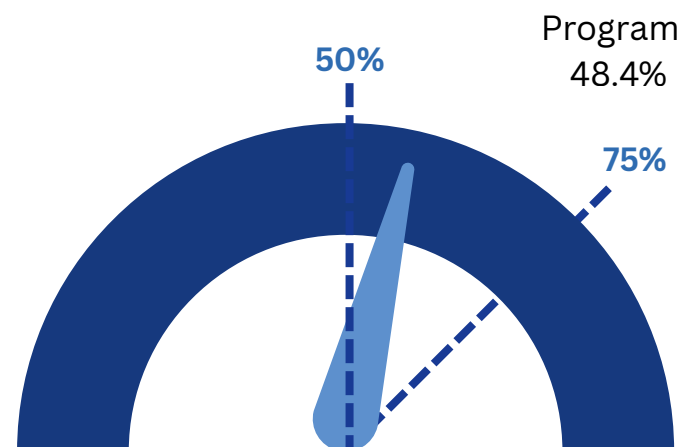
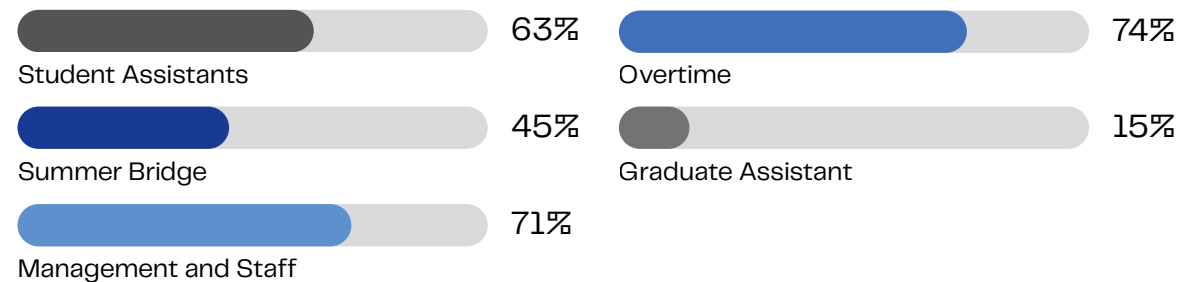
#### Spending Distribution (exc. salaries)



#### Percentage of Budget Utilized



#### Percentage of Budget Utilized (Salaries)



**Total Budget: \$2,869,701**  
**Actual Budget Spent: \$1,595,319.48**  
**Available Budget: \$1,221,525.51**  
**Total % Used: 57% (Q2: 37%)**

**\*Includes Encumbrances (S6310 & S6360): \$29,190.53**  
**Actual Spending: \$77,050.20**

**Quarter 2**  
**Quarter 3**

## **SMSU BOARD OF DIRECTORS - AGENDA REPORT**

**To:** SMSU Board of Directors

**From:** Vilayat Del Rossi, Interim Executive Director

**Subject:** Informational Item: Transition of SMSU Legal Council

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### **Background**

As a nonprofit auxiliary organization, SMSU relies on legal counsel to review contracts and other legal documents, advise on human resources compliance and personnel matters, and provide guidance on governance and regulatory obligations. For nearly 20 years, SMSU worked with the same law firm. Following a change in assigned counsel, SMSU determined that the new representation no longer provided the level of auxiliary-specific expertise needed to effectively support the organization's operational and governance environment. Accordingly, SMSU Management undertook a review of legal service options to identify counsel with stronger experience in CSU auxiliary matters.

### **Justification**

SMSU selected Kutak Rock LLP after assessing its legal service needs and the importance of having counsel with demonstrated experience in the CSU auxiliary environment. The firm's qualifications and service model better align with SMSU's current operational, governance, and compliance needs.

- **Auxiliary-Specific Experience:** Kutak Rock LLP and primary counsel, Colin Finnegan, bring legal experience relevant to CSU auxiliary organizations and understands the regulatory and governance environment in which SMSU operates.
- **Broad Legal Support:** The firm offers expertise across multiple practice areas important to SMSU, including employment and personnel matters, governance, compliance, and general operational legal issues.
- **Coordinated Team Approach:** In addition to individual counsel support, the firm provides access to a broader legal team, allowing SMSU to obtain more comprehensive and timely guidance when specialized issues arise.
- **Risk Management and Compliance:** The firm's familiarity with auxiliary operations is expected to strengthen SMSU's ability to manage legal risk, address personnel and governance matters appropriately, and maintain compliance with applicable requirements.
- **Overall Value:** Although the engagement reflects current market rates for legal services, SMSU expects improved value through the depth of expertise provided and the efficiency of a coordinated counsel model.

### **Timeline**

SMSU began the transition process approximately two months ago in a limited engagement. After evaluating available options and organizational needs, SMSU has now completed the transition to Kutak Rock LLP for comprehensive legal services.

### **Fiscal Impact**

The transition reflects a move from a long-standing legacy billing structure to current market rates for legal services. At the same time, SMSU anticipates overall value through access to specialized auxiliary counsel and coordinated legal support. In addition, certain coordination and oversight time has been provided without additional billing, which helps support cost efficiency while improving service quality.