

NOTE: This Revised Handbook Has Been Ratified by the Faculty Senate Approved by Administration with Required Changes Made.

**TOURO UNIVERSITY CALIFORNIA  
FACULTY HANDBOOK  
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## **TOURO UNIVERSITY CALIFORNIA FACULTY HANDBOOK**

### **MESSAGE FROM THE PRESIDENT**

In 1971, Touro College enrolled its first class of 35 students. The college has changed a great deal since those early years. Total enrollment in the many schools and divisions of the college approaches 23,000 students. The opportunity for intellectual and career growth has expanded with the addition of our undergraduate, graduate, and professional programs.

We are especially proud of the new programs that have been developed at our Campus on Mare Island, the first of which was that in Osteopathic Medicine

The commitment to personal attention, educational outreach, and excellence characteristic of those early years still remains at the center of Touro's institutional self-awareness. We seek to make higher education possible for all qualified students, whatever their background. The gift of opportunity should belong to all of us.

Sincerely,

Dr. Bernard Lander

### **HISTORICAL PERSPECTIVE**

Touro College (TC) is a Jewish-sponsored independent institution of higher and professional education founded by Bernard Lander, PHD, LHD. The institution derives its name from Judah and Isaac Touro, leaders of colonial America who represented the ideal upon which we base our mission.

TC was chartered by the State of New York in 1970. The first students enrolled in 1971; the class consisted of 35 liberal arts and science students. Since those early days, the Touro system has experienced substantial growth and enrolls well over 25,000 students. The Touro system today includes the following: General Studies (1974); the Graduate School of Jewish Studies (1970); the Jacob D. Fuschberg Law Center (1980); the School for Lifelong Education (1989); the New York School of Career and Applied Science (1995); the Graduate School of Education and Psychology (1995); Touro University California (TUC) founded in 1997 as the San Francisco College of Osteopathic Medicine and relocated to Vallejo, CA in 1999); the Lander College for Men in Kew Garden Hills (2001) created through a merger of two previously separate divisions, the School of General Studies (founded in 1974) and the School of Career and Applied Studies (created in 1995); Touro University – Nevada (TUN, 2004); Touro College South in Florida (2006), and Touro University College of Osteopathic Medicine – New York (2007).

In addition to campuses in the United States, Touro has a significant international presence. Touro opened a branch in Moscow in Spring 1991 and its operations now include the Institute of Jewish Studies (branch campus) and a business program with Moscow University Touro (an independent entity) operated through an inter-institutional agreement. The branch campus in Jerusalem comprises the Graduate School of Jewish Studies, an undergraduate business program and the Touro Israel Option (year abroad program). In October 2003, Touro opened a small branch campus in Berlin.

### **MISSION STATEMENTS**

#### **Touro College**

Touro College is an independent institution of higher and professional education under Jewish sponsorship, established to perpetuate and enrich the Jewish heritage and to serve the larger

community in keeping with the Judaic commitment to social justice, intellectual pursuit and service to humanity.

The founders of Touro conceived of the college as both a national and international institution which transcends the physical borders of its original locus. Discerning Israel's unique role as an inspirational and historic and contemporary source of Judaic legacy, the college develops and maintains a variety of educational programs in association with Israel. Also, recognizing that educational ties lead to greater understanding among people of different countries, Touro College offers programs serving the Jewish and general population of communities around the world.

#### **Touro University - California (TU - California)**

Touro University – California is dedicated to excellence in education, research, health care and service. We achieve this mission by preparing our students in osteopathic medicine, public health and physician assistant studies for successful careers in health care, research, and teaching; advancing the discovery of knowledge through cutting-edge basic and applied research; teaching, practicing and encouraging the effective delivery of primary health care; emphasizing health promotion, disease prevention and public health, with a focus on underserved populations; actively collaborating with other academic institutions, health-related organizations and the communities we serve; supporting a culturally diverse environment that advocates mutual respect for all members of the health science center as they strive for excellence; meeting and exceeding the needs and expectations of our students, patients, employees, partners, donors and the people of California.

There are separate mission statements for each program.

#### **College of Osteopathic Medicine (TUCOM)**

The mission of Touro University College of Osteopathic Medicine, TUCOM, is to prepare competent osteopathic physicians through classroom and clinical teaching, service to the community and research. Because of the need for primary care practitioners in the State of California as well as the rest of the United States, TUCOM focuses on the preparation of osteopathic physicians in primary care without, however, ignoring the need for specialties within osteopathic medicine.

This will be accomplished by collectively defining the latest strategies for the management and treatment of patients in a broad range of social and economic settings. In addition to focusing on primary care, the direction will be toward the promotion of wellness from prenatal through geriatric care. Students will experience different health care delivery systems, the promotion of community service with emphasis on quality training in the principles of osteopathic medicine, primary care, research, community service, public health care and management and scholarship.

#### **College of Health Sciences**

The Touro University College of Health Sciences consists of the Physician Assistant/ Master of Public Health Program and the Master of Public Health Program.

##### **Physician Assistant/MPH Program**

The Joint MSPAS/MPH Program is committed to improve the health of individuals and communities with a focus on recruiting and serving underserved populations, by training clinicians who integrate the Physician Assistant and Public Health disciplines.

##### **Master of Public Health Program**

The mission of the MPH program is to prepare students for leadership/ management roles in health care facilities, planning agencies, and HMO, and to prepare them to understand the complex relationship between the health of an individual and the health of the community in order that they may be advocates of the community and underserved populations.

**College of Education**

The mission of the College of Education is to promote social justice by serving the Community and larger society through the preparation and continuous support of professional education to meet the needs of a constantly changing, challenging and diverse student population.

**College of Pharmacy**

The Touro University of College of Pharmacy serves society through its programs in pharmacy education, through scholarship and through service. The College strives to prepare students to be competent, caring, and ethical professionals dedicated to the provision of pharmaceutical care and members of the health care team.

**ACCREDITATION**

Effective February 18, 2005 regional accreditation was transferred from the Commission on Higher Education of the Middle States Association of Colleges and Schools (MSCHE) to the Accrediting Commission on Higher Education for Senior Colleges and Universities, Western Association of Schools and Colleges (WASC).

**The College of Osteopathic Medicine**

In April of 1995, the Bureau for Private and Postsecondary Education (BPPVE), authorized Touro University College of Osteopathic Medicine (TUCOM) to confer the Doctor of Osteopathic Medicine degree. After obtaining both pre-accreditation and provisional accreditation from the Bureau of Professional Education of the American Osteopathic Association (AOA), TUCOM was authorized to open its doors to students during the 1997-1998 academic year. The MSCHE acted to include TUCOM within the scope of Touro College's accreditation status to the College of Osteopathic Medicine (TUCOM – California).

**The College of Health Sciences Physician Assistant Program** is accredited by the Accreditation Review Commission on Education for the Physician Assistant (ARC-PA). The next scheduled ARC-PA visit is 2011.

**The College of Health Sciences Public Health Program**

The Council on Education for Public Health (CEPH) is an independent agency recognized by the US Department of Education to accredit school and programs of public health. The Program has two tracks: the Community Health Track and the Global Health Track. The application for CEPH accreditation has been accepted and the Program is in the self-study process. The accreditation site visit is scheduled for May 2009. Full accreditation is anticipated in October 2009.

**The College of Education**

In June 2004, the California Commission on Teacher Credentialing (CCTC) approved the preparation programs in Multiple Subject and Single Subject teaching. In August 2004, MSCHE acknowledged the Master of Arts programs in Education. In January 2005, the CCTC approved the preparation program for the Education Specialist Teaching Credential – Mild/Moderate Disabilities (Special Education). In May 2005, WASC approved the expansion of credentials to include Special Education and Educational Administration. In June 2005, the CCTC approved the preparation program for the Education Specialist Teaching Credential – Moderate/Severe Disabilities (Special Education).

**The College of Pharmacy**

In December 2003, the College of Pharmacy was approved by the Bureau for Private Post-Secondary and Vocational Education (BPPVE), to offer a Doctor of Pharmacy degree (PharmD) and applied for pre-candidate status for accreditation with the Accreditation Council for Pharmacy Education (ACPE). ACPE granted pre-candidate status to the College of Pharmacy in June, 2005 and candidate status in June, 2006. Candidate status will extend through June 2008. Upon a successful site visit, full accreditation will be granted with the graduation of the first class in June 2009.

## **ADMINISTRATIVE STRUCTURE OF TOURO COLLEGE AND TOURO UNIVERSITY - CALIFORNIA**

### **Board of Trustees**

As specified in the Charter granted by the Board of Regents of the University of the State of New York, the Board of Trustees exercises authority in the governance of Touro College.

### **President**

The administration of the College is the responsibility of the President and his staff. The President is the chief administrative officer and serves as the liaison between the faculty, administrative staff, the students, and the Board of Trustees. The President directly supervises the activities of the Senior Vice President and Chief Academic Officer, the Vice President of Finance, the Vice President of Administration and Operations, the Vice President of Planning and Assessment, the Vice President for National Programs, the Vice President for Resource Development, the Vice President of Medical Affairs, the Deans of all medical schools and other staff officers of the College.

### **Senior Vice President of Finance**

The Senior Vice President of Finance is the Chief Financial Officer of the College and has the responsibility for safeguarding the assets of the College and making the maximum efficient use thereof. Among the officers reporting directly to the Vice President are the Controller (Chief Accounting Officer) and the Director of Budgets.

### **Senior Vice President of Administration and Operations**

The Senior Vice President of Administration and Chief Administrative Officer reports to the President. The role of the Vice President is to administer and coordinate the administrative activities of the College in accordance with the policies, goals and objectives established by the President. The Senior Vice President supervises the following College departments: Purchasing and Facilities, Human Resources, Office of Information Technology Office, Security and Campus Planning.

### **Vice President for National Programs**

The Vice President for National Programs has responsibility for the oversight of the development of new programs within Touro College and its branch campuses throughout the Nation. This individual works closely with the CEO of the Touro University – California.

### **Vice President of Medical Affairs**

The Vice President of Osteopathic Medical Affairs functions to oversee the development of new schools of Osteopathic Medicine for Touro College. This position works closely with the CEOs of Touro University Colleges of Osteopathic Medicine in California and Nevada and TOUROCOM Harlem.

### **Senior Provost/Chief Executive Officer**

The CEO of Touro University – California is responsible to the President of Touro College. The CEO is responsible for the day to day management of Touro University – California, including direct oversight of all academic programs, finance, planning, budget development, facilities, accreditation and community relations.

### **Chief Financial Officer**

The Chief Financial Officer is responsible to the Senior Vice President of Finance of Touro College and the CEO of the University. The CFO is responsible for all aspects of the University's financial activities, including budgeting, purchasing, preparation of all financial reports, and oversight of investments, contracts and grants.

### **Senior Vice President of Administration and Special Projects**

The Senior Vice President of Administration and Special Projects reports directly to the CEO of the University and is responsible for the Facilities, Food Service and Public Relations departments. In addition, this position is responsible for special projects undertaken by the university such as the development of the North End of Mare Island.

**Vice President of Student Affairs and Dean of Students**

The Vice President of Student Affairs and Dean of Students reports directly to the CEO of the University. The Vice President is responsible for oversight of planning, direction, coordination and review of all student activities. In this capacity, the Vice President administers, monitors and evaluates Student Affairs programs, formulates and implements student policies, develops innovative strategies for providing student services, and engages in budgeting and strategic planning that enhances the overall quality of the students' experience.

**Associate Dean for Enrollment Management and Director of Admissions**

The Associate Dean for Enrollment Management and Director of Admissions is responsible for the offices of the Bursar, Registrar, Financial Aid and Admissions. The position reports directly to the CEO/Provost.

**Dean of Touro University College of Osteopathic Medicine**

The Dean of Touro University College of Osteopathic Medicine is the chief academic officer of the medical school and reports directly to the CEO of Touro University—California. The Dean is responsible for all academic, fiscal, planning, and accreditation programming affiliated with the college.

**Associate Dean - Preclinical Education and Research**

The Associate Dean – Preclinical Education and Research is responsible to the Dean of the College of Osteopathic Medicine for the Department of Basic Sciences. The Associate Dean supervises the academic program and faculty in the preclinical curriculum and is responsible for the development of basic science research programs.

**Associate Dean for Academic Affairs**

The Associate Dean of Academic Affairs reports to the Dean of the College of Osteopathic Medicine and is responsible for evaluating the educational process within the pre-clinical and clinical programs in order to continually improve the educational delivery system, and for the design and implementation of a faculty development program.

**Associate Dean for Clinical Education**

The Acting Associate Dean of Clinical Education is responsible to the Dean of the College of Osteopathic Medicine for the clinical departments and adjunct clinical faculty. The Acting Associate Dean supervises the academic program and faculty in the clinical curriculum and is responsible for the development of clinical research, clinics, and faculty practice plan. The Acting Associate Dean is the Chief Academic Officer of the Touro University Osteopathic Postdoctoral Training Institute (OPTI).

**Dean of Touro University College of Health Sciences**

The Dean of Touro University College of Health Science is the chief academic officer of the college and reports directly to the CEO of Touro University – California. The Dean is responsible for all academic, fiscal, planning, and accreditation programming affiliated with the college.

**Program Director, Physician Assistant Program**

The Program Director is responsible for the overall planning, development and management of all aspects of the Program to meet the Program's purpose, mission, goals and accreditation, criteria and promote recruitment and retention.

**Program Director, Public Health Program**

The Program Director is responsible to the Dean of the College of Health Sciences and is responsible for all aspects of the Public Health Program including student recruiting, data collection, curriculum development and faculty recruitment and retention.

**Dean of Touro University College of Education**

The Dean of the College of Education reports to the CEO of the University. The Dean is responsible for developing, organizing and operating the College of Education. The Dean prepares all the necessary teacher and administrative certification proposals for submission to the California Commission on Teacher Credentialing. In addition, the Dean hires faculty and staff, prepares budgets and is generally responsible for the functioning of the entire College of Education.

**Associate Dean, College of Education**

The Associate Dean of the College of Education works under the direction of the Dean of the College of Education. The associate Dean is responsible for the day to day operation of the College of Education. The Associate Dean also has responsibilities related to accreditation and oversight of all credential programs, hiring and evaluation of faculty and staff, program evaluation, budget management, and the development and implementation of college, department and program policies. The Associate Dean serves on a variety of university committees including the University Executive Committee. The Associate Dean of the College of Education also serves as a representative and liaison between the College of Education and various community organizations including the local public school systems.

**Dean of Touro University, College of Pharmacy**

The Dean serves as Chief Academic Officer of the College of Pharmacy. The Dean initiates policies, both academic and administrative, subject to the review and approval of the President, the Board, and the CEO. The Dean is responsible for the successful planning, implementation, and evaluation of policies and programs, which assure the educational, research and service missions of the University. The Dean is the principal spokesperson and representative of the pharmacy college and exercises overall responsibility for the development and advancement activities. The Dean is responsible for the preparation of the budgetary proposals, which will assure adequate resources for fulfilling the mission of the pharmacy college, according to the principles of sound academic and administrative management. The Dean reports to the CEO of Touro University California.

**Associate Dean for the Pre-Clinical Affairs, College of Pharmacy**

The Associate Dean of Preclinical Affairs, acting under the direction of the Dean, is responsible for the development and management of the preclinical curriculum of the College of Pharmacy. The Associate Dean also serves as academic administrator and leader for the sciences faculty with responsibilities to hire faculty, establish workloads, to serve as a role model for faculty members in the sciences, to play a mentoring role in their professional development, to carry out evaluations and to guide the development of the basic science research program.

**Associate Dean for Clinical Affairs, College of Pharmacy**

The Associate Dean of Clinical Affairs, acting under the direction of the Dean, is responsible for the development and management of all clinical training programs of the College of Pharmacy (Introductory Pharmacy Practice Experience and Advanced Pharmacy Practice Experience). The Associate Dean also serves as academic administrator for the pharmacy practice faculty with responsibilities to hire, establish workloads, to serve as a role model to these faculty members, to play a mentoring role in their professional development and to carry out evaluations.

**Director of Management Information Services (MIS)**

The Director of MIS is responsible to the CEO/Senior Provost of the University. The Director is responsible for providing operational and strategic leadership for the University in the area of information, communication and audio-visual systems.

**Director of Human Resources**

The Director of Human Resources reports to the Chief Financial Officer and is responsible for managing, directing and evaluating the organization's programs for recruitment, development and retention of faculty and staff. The Director contributes to the development of defined practices and policies and consults on issues of organizational development.

### **Director of the Library**

The Director of Library reports to the CEO/Senior Provost and is responsible for all library services and activities at the University. The functions of the Director relate to such activities as collections, electronic resources, reference services, technical services, instructional programs, operations, budget and program development to support the academic, clinical, research and future community services mission of the University.

### **THE FACULTY**

The Touro University – California (TU – California) faculty shall consist of all individuals who have been appointed to the rank of instructor, assistant professor, associate professor or professor, and whose appointment process has been vetted through the appropriate faculty committee and approved by the Dean of the respective College and submitted to the President for final approval. These faculty members assume the responsibility of developing, recommending and executing all approved policies of instruction. Regular faculty may be full-time or part-time. TU – California is not a tenure granting institution.

Full-time regular faculty is defined as individuals who are employed with the University, hold a 12-month appointment, hold faculty rank and have primary appointments with Touro University. Faculty hired after July 1 of the fiscal year will be considered full-time for the purpose of benefit eligibility. Rank assignment will be at the level of instructor, assistant professor, associate professor or professor.

Part-time regular faculty are defined as individuals who have appropriate terminal degrees and substantial teaching responsibilities (such as acting as Course Coordinator) but who are not full-time faculty as defined above. Rank assignment will be at the level of instructor, assistant professor, associate professor, or professor.

Non-regular faculty are non-salaried and do not have the rights and privileges of regular faculty. Non-regular faculty includes adjunct clinical, adjunct basic science, research, and emeritus faculty and non-salaried instructors.

### **Academic Department Chairpersons**

An Academic Department Chairperson is the immediate supervisor and administrative leader of the faculty in a department. The Chairperson derives responsibility and authority as delegated by the CEO, through the Dean and the applicable Associate Dean. Through his/her authority over the Department, the Chairperson is responsible for the day to day operation of the Department and the long-term development of the Department. The Chairperson is responsible for the judicious use of all resources allocated to the Department. The Chairperson has authority over the expenditure of the Department budget, distribution of Departmental space and use of Departmental capital equipment.

As supervisor and academic and administrative leader of the Department, the Chairperson works closely with the applicable Associate Dean and Dean. By this mechanism, the Chairperson is responsible for:

- Reporting to the applicable Associate Dean or Dean the academic progress of the Department
- Evaluating the needs of the Department and reporting those to the Dean through the applicable Associate Dean
- Assuring that programs within the Department are commensurate with the overall goals of the institution.
- In the development and implementation of academic programs within the institution the Chairperson works closely with the chairpersons of other academic departments.

### **THE TOURO UNIVERSITY – CALIFORNIA FACULTY SENATE**

The representative assembly of faculty at TU – California shall be known as the Faculty Senate. Membership qualifications, rights and duties of the TU – California Faculty Senate are defined in the By-Laws of the Faculty Senate (see Appendix A).

## **Faculty Appointments**

### **Faculty Recruitment**

Departmental chairpersons will include with their annual report an assessment of faculty needs. Requests must include a description of the necessity for new faculty appointments, the academic requirements and responsibilities that this individual must meet, and the level of rank at which the individual should be recruited.

Upon receipt of written approval for recruitment of a full-time regular faculty member, the applicable Associate Dean shall direct the Departmental chairperson to appoint a Search Committee. The department seeking to recruit shall be responsible for the placing of advertisements in the appropriate professional journals. The Department chairperson will be responsible for assembling candidate files. The top candidates will be brought to the TU – California campus for interviews and to deliver a professional lecture to the university. The Departmental Search Committee will recommend up to three candidates to the Departmental Chairperson. The Departmental Chairperson shall submit the name(s) of successful candidates through the appropriate channels, and through the Dean of the respective College to the CEO, who makes the final recommendation to the President.

The recommendation for recruitment of part-time faculty members must be included within the assessment of faculty needs and will generally not be accomplished through a formal search.

### **Initial Appointment of Rank**

Upon approval by the Dean of the College and verification of credentials by Human Resources the candidate's file shall be submitted to the College Rank and Promotion Committee for assignment of initial rank within the regular meeting cycle. It is the charge of the Rank and Promotion Committee to evaluate all salaried candidates for academic appointment of faculty rank in any of the regular professorial tracks according to the criteria set forth in the TU – California Rank and Promotion (RP) Guidelines (see Appendix B). Adjunct faculty are ranked by the appropriate Dean; recommendation from the Rank & Promotion committee is not required. The recommendation of the Rank and Promotion Committee shall be forwarded by the Chair of the Rank and Promotion Committee within five working days from the Committee's decision, to the appropriate Departmental Chairpersons, Directors and Deans. The Dean of the respective College, with concurrence of the CEO, shall submit the recommendation to the President.

### **Faculty Appointment Letters**

Following receipt of notification by the Rank and Promotion Committee and final review of a candidate's initial rank assignment, the Dean of the College shall provide a letter of appointment to the faculty member. All faculty appointment letters will contain the following information:

- Identification of the Department to which the primary appointment is made
- Initial rank and salary level
- The duration of the appointment period
- Notification that the appointment is subject to the rules and provisions of the faculty handbook and faculty by-laws

A job description will be provided with the appointment letter.

Initial appointment letters will generally be awarded for one (1) year with notification of non-renewal three (3) months prior to the final date of the initial appointment period. Under some conditions, negotiations will be considered for longer initial term appointments.

### **Appointment Letter Renewal**

The decision for appointment letter renewals and term of the renewal will be based on faculty rank, performance, evaluation, and the needs of the institution. All appointment renewals will

include the recommendation of the Department Chair or Director to the applicable Director or Associate Dean and Dean.

Instructors may be awarded renewal appointments for up to one year.

Assistant Professors may be awarded renewal appointments of up to two (2) years duration.

Faculty members at the level of Associate Professor or Professor may be awarded renewal appointments of up to five (5) years duration.

Every appointment of a faculty member is made by a formal agreement signed by the candidate, the Department Chair, Program Director, the Dean of the College and the CEO/Provost. For Library Faculty the Appointment Renewal Letter is signed by the Library Director and the CEO/Senior Provost.

#### **Notification of Non-Renewal**

Faculty members will be notified, by the dates noted below, of non-renewal of their appointments.

Instructors: three (3) months prior to the final date of the appointment.

Assistant Professors: six (6) months prior to the final date of the appointment.

Associate and Full Professors: one (1) year prior to the final date of the appointment.

### **FACULTY TRACKS**

All initial faculty ranks and promotions will follow Rank and Promotion (RP) Guidelines (see Appendix B).

#### **Clinical Science Track**

##### **Regular Clinical Faculty**

Regular clinical faculty members are employed full-time or part-time in the capacities of teaching, university service, scholarly activity and/or clinical patient care responsibilities. Assignment of rank is at the level of Assistant Professor, Associate Professor or Professor.

##### **Adjunct Basic Science Faculty**

Adjunct (non-regular) clinical faculty members are appointed to teaching positions if they provide instructional service to TU – California classes on an irregular basis at affiliated hospitals, clinics, and other training institutions, based on academic need, and are generally non-salaried. They function in clinical roles at off campus (non-University operated) sites and are not routinely involved in on campus instruction. Assignment of rank in this track is at the Adjunct Assistant Clinical Professor, Adjunct Associate Clinical Professor or Adjunct Clinical Professor level. Ranking in an Adjunct appointment is not transferable to a Regular Clinical Faculty track. Continued appointment is reassessed on a regular basis.

#### **Basic Science Faculty**

##### **Regular Basic Science Faculty**

Regular Basic Science Faculty members are appointed full-time or part-time in the capacities of teaching, scholarly activity and/or research and institutional service, appointment levels are at the level of Assistant Professor, Associate Professor and Professor.

##### **Adjunct Basic Science Faculty**

Adjunct Basic Science Faculty members are appointed to the rank of adjunct (non-regular) faculty. Members are appointed to teaching positions if they provide

instructional service to TU – California classes on an irregular basis. They are generally non-salaried. Adjunct faculty in the basic sciences includes those individuals who provide special topic lectures or seminars, for example, but who do not staff a course for its duration. Adjunct professors are ranked at the Adjunct Assistant Professor, Adjunct Associate Professor and Adjunct Professor levels. Ranking in an Adjunct appointment is not transferable to a Regular Basic Science Faculty track.

### **Academic Track**

Regular Academic track faculty are faculty members who do not appropriately belong in the Basic Science, Clinical, Library, or Research tracks but are appointed full-time or part-time in the capacities of teaching, scholarly activity and/or research, curriculum design and evaluation, or institutional service. Appointment levels are at the level of Assistant Professor, Associate Professor and Professor.

### **Library Track**

#### **Regular Library Faculty**

Library Faculty engage in library and information management, foster information literacy, teach the skills necessary to navigate the expanding information environment, create opportunities for resource sharing, and make contributions to the University and to the profession through service. Library Faculty members hold faculty rank and are appointed to the rank of Assistant Professor, Associate Professor or Professor.

### **Research Track**

#### **Research Faculty**

Research (non-regular) faculty members are employed in the capacity of Research Track Scientists. Assignment of rank is at the level of Postdoctoral Fellow, Research Assistant Professor, Research Associate Professor, or Research Professor. Holders of these positions have a primary responsibility to do research. This position is usually dependent upon outside funding. Research faculty may teach in lecture and/or laboratory settings, and in both basic and clinical sciences.

### **Instructors**

Instructors may teach students in both lecture and laboratory settings, and in both basic and clinical sciences. Instructors are not required to have previous teaching experience at the university level. Instructors are not required to conduct research or to practice in clinical settings but are expected to participate in university service if they are employed full-time. Instructors may be regular or non-regular, salaried or non-salaried. Instructors are eligible for promotion by application for available regular faculty positions.

### **Emeritus Faculty**

The rank of Emeritus Professor is appointed without salary to retired individuals who have served TU – California at the rank of Full Professor for more than five years and have demonstrated exemplary accomplishments in the capacities of education, scholarship and service. An Emeritus Professor is appointed by the Deans and the CEO/Provost.

## **ANNUAL EVALUATION OF FACULTY**

All regular faculty will be reviewed by their Departmental Chairperson on an annual basis. Faculty will submit documentation of their activity in teaching/research/scholarly activity/clinical practice, and service to the Chair, who will then meet with the faculty member to review the latter's performance and completion of annual goals. Together the faculty member and chairperson will identify goals for the following year and academic assignments. Following these discussions, the Chair shall submit a written evaluation to the faculty member. As acknowledgment of receipt of the evaluation, both the Chair and the faculty member will sign and date it. File copies will be provided to the faculty member and will be kept by the Chair and Human Resources. Evaluations will be reviewed by the applicable Associate Dean by June 30.

## **PROMOTION OF FACULTY**

The Rank and Promotions (RP) Committee is charged with developing and reviewing guidelines for initial faculty rank and faculty promotion. The guidelines can be found in Appendix B. Guidelines will be reviewed biennially.

The members of the RP Committee shall be nominated by the Faculty Senate with concurrence of the college Deans. The composition of the committee shall be reflective of the faculty. The Chair shall be nominated by the Faculty Senate from among the approved committee members and approved by the college Deans. Members shall be appointed to terms of two years and the terms staggered to ensure continuity of expertise. The Committee will be required to meet at least once annually and as needed.

#### **Procedure for Promotion**

Candidate faculty for promotion is responsible for submitting the documentation detailed in the RP Guidelines to their Department Chair by December 31. The Department Chair is responsible for reviewing the application, determining suitability, and providing a letter of support or non-support to the RP Committee by January 31. The RP Committee will recommend an action to the applicable Associate Dean by March 15. The Associate Dean, in turn, will recommend an action to the Dean by March 31. The Dean's recommendation will be submitted through the CEO to the President.

Department Chairs seeking promotion will follow the same procedure, except their documentation will be provided to the applicable Associate Dean.

#### **RESIGNATION**

This is an action wherein a faculty member voluntarily terminates their appointment with TU – California. All full and part-time faculty members are required to provide notice of their intent to terminate employment to their departmental chair and to the Dean of their college six months prior to the end of their appointment. A waiver of this timely notice period may be granted upon request in cases of hardship or where substantial professional advancement or opportunity would be denied.

#### **RETIREMENT**

Retirement is a voluntary termination by a faculty member from all duties and responsibilities to the University. A retiring faculty member must provide notice to their departmental chair and the Dean of their College six months prior to the end of the academic year.

#### **DISMISSAL**

Dismissal for cause shall be:

1. Immoral character, sexual harassment or other conduct unbecoming a teacher.
2. Incompetence or neglect of duty;
3. A major act of insubordination;
4. Failure to perform administrative or academic duties or breach of terms of an appointment.
5. Failure to teach in a manner consistent with the University's standards.

#### **Dismissal Without Warning or Suspension**

In the event of an egregious violation of the Faculty Code of Professional Ethics, a faculty member may be suspended or dismissed without warning.

#### **Dismissal Process**

In the event that the Dean dismisses a faculty member for cause following consultation with the senior staff, Human Resources, and Legal Counsel, the following procedures will be followed. The faculty member shall be informed in writing of any charge of sufficient magnitude to

constitute dismissal for cause. Discussion between the faculty member and the appropriate administrative officers may occur in order to seek a mutual settlement.

A faculty member dismissed for cause shall be entitled to a hearing before the Grievance Committee, if requested in writing within ten (10) working days of notification of dismissal.

#### **TERMINATION WITHOUT PREJUDICE**

A faculty member's appointment may be terminated without prejudice prior to the stipulated end of his/her appointment period under special circumstances. The Dean of the College, upon recommendation by the faculty member's Departmental Chair or Associate Dean, shall make the decision to terminate without prejudice. That decision must be approved by the CEO of Touro University – California. Reasons for consideration of termination without prejudice include, but are not limited to:

- Prolonged mental or physical illness that precludes the ability to perform the faculty member's job as set forward in their current appointment
- Program changes that eliminate an academic or clinical program or department
- Financial exigency

Faculty members who are to be terminated without prejudice will receive written notification of termination of their appointment. Notification will include the rationale by which the decision to terminate was made.

#### **EXIT INTERVIEW**

A faculty member who either resigns or is terminated from the employment of Touro University – California should contact the Human Resources Department to arrange for an exit interview. At this time all benefits due the employee will be reviewed.

### **FACULTY EMPLOYMENT POLICIES AND PRACTICES**

#### **Integration Clause and Revision Procedure**

This Faculty Handbook contains the employment policies and practices of Touro University - California in effect at the time of publication. Nothing contained herein shall modify or diminish the University's rights and prerogatives regarding faculty personnel decisions, including terminations, suspensions, or lay-offs, as provided in this Handbook. Should there be a conflict between this Handbook and current state or federal law, the University will be governed by the existing law. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

This Handbook, in its entirety, will be reviewed annually in the spring by the CEO or his/her designee. In addition, revision to this handbook may be proposed by any member or group of the University's faculty, Faculty Senate, or administration. Suggestions for revision will be presented in writing to the CEO. Proposed Handbook changes will be presented to the Faculty Senate for comment and will be approved by the Board of Trustees through the CEO and President of the College.

The effective date of the Handbook with approved changes is the date of publication.

#### **Equal Employment Opportunity Statement (EEO).**

Touro University – California is an Equal Opportunity Employer and does not discriminate against employees or applicants for employment on the basis of race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. Our policy also proscribes discrimination based upon a perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. The University is committed to a diverse faculty within its overall Mission Statement.

The principles of affirmative action have guided the development of the University's employment policy. Two goals stress this commitment:

- To recognize the dignity of each human being;
- To provide fair opportunities for all.

This policy is adopted by Touro University – California pursuant to its commitment to the principles of equal opportunity and specifically pledges the University to a policy of non-discrimination against any person in employment or in any of its programs.

An employee who believes that he or she has been subjected to any form of unlawful discrimination should submit a written complaint to his/her supervisor or to the Human Resources Department. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Touro University – California will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

#### **The Americans with Disabilities Act (ADA) Title I**

The ADA is a civil rights law that provides protection to people with disabilities and furthers their goal of more fully participating in American society. It was signed and enacted July 26, 1990.

Touro University – California does not discriminate against a qualified individual because of the disability of such individual in regard to: job application procedures, hiring, advancement or discharge of employees, employee compensation, job training, and other terms, conditions and privileges of employment.

The assignment of a disabled person to a position shall be based on whether or not the person can perform the essential functions of the employment position in a reasonable manner. Proper placement means using the “whole person” concept, assessing the candidate on the basis of his/her total capacity, experience, training, aptitudes, skills and physical qualifications. All these factors will be considered in order to place the disabled person in a job where the impairment does not interfere with job performance.

It is the policy of Touro University – California to offer employment opportunities to qualified disabled persons for jobs within their capabilities to perform in a safe and reasonable manner, provided that the disability is known or should have been known to Touro University – California. Reasonable accommodations in the work environment are made when required for successful placement.

#### **Academic Freedom**

Touro University – California is committed to the pursuit of truth and to its transmission. The integrity of the University as an institution of higher learning requires proper autonomy and freedom. This freedom is the freedom to examine data, to question assumptions, to be guided by evidence, to be a learner, and to be a scholar. Such freedom implies that any faculty member whose teaching is questioned should be subject to the judgment of one’s peers only in accordance with the accepted rules of academic due process. It also implies the active, defined and recognized role of the faculty in those policy-making decisions, which affect the educational program.

The obligation of the faculty is to distinguish in their teaching between personal and partisan opinion and convictions grounded in sources and methods appropriate to their respective disciplines. The faculty member should, to the best of his/her ability, present materials in a manner that respects the cultures and sensitivities of the students. The obligation of the student is to be a responsible participant in the academic activities of Touro University – California.

The University further endorses the 1940 *Statement of Principles of Academic Freedom* of the American Association of University Professors. Each faculty member is expected to uphold the goals, aims and mission of Touro University – California.

#### **Unlawful Harassment**

Touro University – California abides by federal and state laws, including the California Fair Employment and Housing Act, as found in California Government State Code Section 12940.

Touro University – California is committed to providing a work environment free of unlawful harassment. Touro University – California policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. Touro University – California’s anti-harassment policy applies to all persons involved in the operation of Touro University – California and prohibits unlawful harassment by any employee of Touro University – California, including supervisors and coworkers. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics

Unlawful harassment is a form of discrimination that violates Title VII of the Civil Rights Act of 1964 and other federal authority. Unwelcome verbal or physical conduct based on race, color, religion, sex (whether or not of a sexual nature and including same-gender harassment and gender identity harassment), national origin, age (40) and over), disability (mental or physical), sexual orientation, or retaliation (sometimes collectively referred to as “legally protected characteristics”) constitutes harassment when:

1. The conduct is sufficiently severe or pervasive to create a hostile work environment, or
2. A supervisor’s harassing conduct results in a tangible change in an employee’s employment status or benefits (for example, demotion, termination, failure to promote, etc.)

Hostile work environment harassment occurs when unwelcome comments or conduct based on sex, race or other legally protected characteristics unreasonably interferes with an employee’s work performance or creates an intimidating, hostile or offensive work environment. Anyone in the workplace might commit this type of harassment – a management official, co-worker, or non-employee, such as a contractor, vendor or guest. The victim can be anyone affected by the conduct, not just the individual at whom the offensive conduct is directed.

Examples of actions that may create sexual hostile environment harassment include:

- Leering, i.e., staring in a sexually suggestive manner
  - Making offensive remarks about looks, clothing, body parts
  - Touching in a way that may make an employee feel uncomfortable, such as patting, pinching or intentional brushing against another’s body
  - Telling sexual or lewd jokes, hanging sexual posters, making sexual gestures, etc.
  - Sending, forwarding or soliciting sexually suggestive letters, notes, emails, or images.
- Other actions which may result in hostile environment harassment, but are non-sexual in nature include:
- Use of racially derogatory words, phrases, epithets
  - Demonstrations of a facial or ethnic nature such as a use of gestures, pictures or drawings which would offend a particular racial or ethnic group
  - Comments about an individuals’ skin color or other racial/ethnic characteristics. Making disparaging remarks about an individual’s gender that are not sexual in nature. Negative comments about an employee’s religious beliefs or lack of religious beliefs.
  - Expressing negative stereotypes regarding an employee’s birthplace or ancestry

- Negative comments regarding an employee's age when referring to employees 40 and over.
- Derogatory or intimidating references to an employee's mental or physical impairment

Harassment that results in a tangible employment action occurs when a management official's harassing conduct results in some significant change in an employee's employment status, (e.g., hiring, firing, promotion, failure to promote, demotion, formal discipline, such as suspension, undesirable reassignment, a significant change in benefits, a compensation, decision, or a work assignment). Only individuals with supervisory or managerial responsibility can commit this type of harassment.

A claim of harassment generally requires several elements including:

1. The complaining party must be a member of a statutorily protected class;
2. The complaining party was subjected to unwelcome verbal or physical conduct related to his or her membership in that protected class.
3. The unwelcome conduct complained of was based on his or her membership in that protected class;
4. The unwelcome conduct affected a term or condition of employment and/or had the purpose or effect of unreasonably interfering with his or her work performance and/or creating an intimidating hostile or offensive work environment.

An employee, who believes that he or she has been unlawfully harassed, should submit a written complaint to their supervisor or the Director of Human Resources as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Supervisors will refer all harassment complaints to the Director of Human Resources. The Human Resources Department will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If Touro University – California determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by Touro University – California to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. The Human Resources Department will advise all parties concerned of the results of the investigation. Touro University – California will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

Touro University – California encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Any employee wishing to initiate an EEO (Equal Employment Opportunity) complaint arising out of the alleged incident of harassment must contact an FCC (Federal Communications Commission) EEO Counselor or other EEO official within 45 calendar days of the date of the incident. For information on how to contact an EEO Counselor, visit <http://www.fcc.gov/owd/counselors.html>. Employees who believe that they have been retaliated against for resisting or complaining, may file a complaint with the appropriate agency.

#### **Grievance Committee, Policy and Procedure**

If any faculty member believes that his/her rights have been violated in such matters as academic freedom, suspension or dismissal for cause, assignment of teaching duties, issues relating to propriety of conduct and sexual harassment, disciplinary actions taken or other matters, he/she may petition the TU – California Grievance Committee in writing for consideration. Disciplinary actions or suspension will remain in force until the appeal process is completed.

The TU – California Grievance Committee shall be a standing committee of at least five members of the faculty, appointed by the Faculty Senate with concurrence of the college Deans. The composition of the committee shall be reflective of the faculty. The Director of Human Resources shall be an ex officio (non-voting) member of the Committee. The Chair shall be selected by the Committee from among its approved committee members. Members shall be appointed to staggered terms of two years. The Grievance Committee shall function in a confidential manner and report directly to the CEO. If a member of the Committee has a conflict of interest regarding the matter presented for review or if the membership of the Committee is challenged by the petitioner for cause, the Committee member may be replaced by an ad hoc substitute chosen by the Faculty Senate with the concurrence of the college Deans.

Faculty who want to file a grievance must submit a petition in writing to the Chair of the TU – California Grievance Committee. The petition shall set forth in detail the nature of the grievance and shall state against whom the grievance is directed. It shall contain other facts or data which the petitioner deems pertinent to his/her case. The petition shall be submitted within ten (10) working days of the alleged grievable action.

Upon receipt of the petition the Committee shall be convened to review the petition and decide whether or not the facts merit a detailed investigation. The person(s) against whom the grievance was filed will be notified in writing at this time. Submission of a petition will not automatically entail investigation or detailed consideration thereof, as the Committee has the option of seeking resolution/settlement by informal methods. If, in the opinion of the Committee, such a settlement is not possible or is not appropriate, or if specifically requested by the petitioner, the Committee shall hold a grievance hearing within ten (10) working days after the receipt of the grievance petition. The Committee will determine who will be interviewed during the grievance hearing. The Committee will report its findings and make recommendations to the petitioner, to the person(s) against whom the grievance was filed, and to the CEO within five (5) working days after the hearing.

In summary, the functions of the Touro University – California Grievance Committee in the grievance process are as follows:

- a) To determine whether or not the matter merits consideration by the Committee;
- b) To seek to settle the matter by informal methods;
- c) If the matter is unresolved, to hold a grievance hearing. The faculty member may invite a non-legal advisor to be present;
- d) To provide copies of its report and recommendation to the faculty member who petitions the Committee, to the CEO, and to the person(s) against whom the grievance is directed.

All matters brought before the Grievance Committee will be confidential. Tape recorders will not be allowed.

#### **Appeals Committee, Policy and Procedure**

If a faculty member wishes to pursue his/her grievance after action of the Grievance Committee, he/she may appeal to the CEO. The CEO may appoint an Appeals Committee or may choose to respond based on the findings of the Grievance Committee. If an Appeals Committee to hear the petition is appointed, it shall be composed of three (3) individuals chosen by the CEO or the CEO's designee, in consultation with the Deans. The CEO will review the action of the Grievance Committee and /or the recommendation of the Appeals Committee and forward a decision to the faculty member. The faculty member will have the right of further appeal to the President. The decision of the President is final.

All appeals shall be processed as follows:

- a) The faculty member shall submit his/her appeal in writing to the CEO within ten (10) working days after receipt of the determination of the Grievance Committee.
- b) If an Appeals Committee is appointed to hear the petition, the Committee shall hold a hearing within ten (10) working days after its receipt of the petition.
- c) The Appeals Committee will invite all concerned parties to the hearing. The faculty member may invite a non-legal advisor to be present.

- d) The Appeals Committee must render a written recommendation to the CEO within five (5) working days after the hearing, and the recommendation will be distributed to all concerned parties.
- e) The CEO may take into consideration the recommendation of the Appeals Committee and will make a decision which will be forwarded to the faculty member. The faculty member will have the right to appeal this decision to the President. The President's decision is final.

All matters brought before the Appeals Committee will be confidential. Tape recorders will not be allowed.

### **Immigration Reform & Control Act Compliance**

It is Touro University – California's policy to conform to the Immigration Reform and Control Act of 1986. The University is required to verify the work authorization, identity, and citizenship of all employees and applicants for employment who are hired. U.S. Citizenship and Immigration Services Form I-9 must be completed on every new employee prior to or no later than three days after the starting date. The I-9 form must be retained in the Department of Human Resources.

### **Drug-Free Work Place**

The Drug-Free Work Place Act of 1988 requires that the University, as a recipient of federal grants, maintains a drug-free work place, and informs all employees of its policy. The illegal use or abuse of drugs that impair a person's ability to perform his or her job responsibilities is prohibited. In addition, the sale, manufacture, possession or use of illegal drugs on the University's campuses is strictly prohibited. Employees are required to notify the University if they are convicted of any criminal drug violation. Touro University – California must then report this conviction to the federal agency with which the University does business. Any staff member who violates this policy will be subject to disciplinary action, up to and including dismissal.

### **Smoking**

Smoking is prohibited in all indoor areas of all campus buildings. Outside, smoking is permitted 25 feet or more away from any building doorways, windows, and ventilation air intakes, and in the parking lot areas and in individual's automobiles. Smoking in any other area is not permitted.

### **Payment of Wages**

Paychecks are normally available by 11 a.m. at the Office of Human Resources. If you observe an error in your check, please report it immediately to Human Resources.

Paydays are scheduled on the 1st and the 16th of the month. When a payday falls on a Saturday, paychecks are distributed on the previous day. When a payday falls on a Sunday or a holiday, paychecks are distributed on the following day.

### **Personnel Records**

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Touro University – California representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

TU – California will restrict disclosure of your personnel file to authorized individuals within TU – California. Any request for information contained in personnel files must be directed to the Director of Human Resources. Only the Human Resources department is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited.

However, TU – California will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

### **Names and Addresses**

Touro University – California is required by law to keep current all employees' names and addresses. Employees are responsible for notifying TU – California in the event of a name or address change, by submitting a revised W-4 form.

### **Use of Electronic Media**

Proper use of electronic equipment and media should comply with Technology Committee guidelines, which may be found on the Touro University – California website.

### **Ownership of Courses and Course Materials**

Development of courses and course materials is part of the faculty member's service obligation to the University. The ownership of the rights to course materials, including copyright, shall reside with the faculty member who creates them. Touro University – California retains a fully paid-up, royalty-free, and non-exclusive license to any course materials for the purpose of continuing to teach the course of instruction for which the documents are prepared, with the non-exclusive right to revise and update them as required for this purpose. Course materials include, but are not limited to, lectures, lecture notes and materials, syllabi, examinations, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software. A course syllabus will generally consist of a course description, a statement of learning objectives, and a topical outline for an approved course of instruction.

Touro University – California and Faculty recognize that the re-utilization of course materials has a time limited period of value due to the need for constant revision and update of educational materials.

Creators of course materials will be credited for their authorship of these original materials.

### **Outside Employment**

Full-time TU – California faculty who wish to pursue outside paid or non-paid activities requiring a regular commitment off campus, must submit a written request describing these activities in advance to the appropriate Department chair and the Dean for approval. Failure to do so will be grounds for termination. Outside employment should be of an appropriate professional nature which would enhance the skills of the faculty member and the standing of TU – California and the community of the faculty member, and, when approved, could be considered as part of the TU – California academic assignment. In all instances, outside activities should not interfere with the performance of academic responsibilities of the faculty member at TU – California. No full-time faculty members will be permitted to hold another full-time academic position. Department chairs may require a yearly written accounting of a full-time faculty member's outside activities.

## **Policy on Patents and Licensing Agreements**

### **A. Policy Statement**

1. Touro University – California (hereafter, referred to as TU – California) encourages and supports research relating to the advancement of knowledge and the publication and practical application of such research. Research conducted by faculty, technical staff and students may sometimes lead to inventions and discoveries by inventor(s) (hereinafter referred to as "Inventor"), which should be patented or licensed in order to comply with the requirements of sponsored research grants or fellowship awards and to protect the public interest. This Patent Policy (sections B-H) is intended to encourage invention and facilitate an appropriate reward for the Inventor and also to support facilities and the research/education programs of TU – California through its share of income from commercial licensing and royalties.

2. These Policies will also apply to the commercial licensing and the royalties for inventions which are not patented, but which have commercial value or special technology or special art.

**B. Agreement with Touro University – California**

1. All faculty, students and staff are governed by this Official Policy on Patents and Licensing Agreements. All such personnel thereby agree to disclose in writing promptly to TU – California, an invention or discovery made by such personnel and to assign to TU – California the entire right, title, and interest in and thereto as required and defined in the Policy on Patents and Licensing Agreements.

**C. Disclosure of Invention to Touro University – California**

1. Faculty, staff, students and visiting faculty are required to report to the CEO and the Dean of the College in which s/he is a faculty member, all inventions and discoveries resulting from research undertaken in conjunction with projects supported entirely or partly by TU – California resources. This report should be filed as soon as possible after conception or first actual reduction to practice. Such reports should be sufficiently descriptive (including charts, graphs or pictures, blueprints, etc.) to permit the invention to be understood and evaluated for possible filing of a patent application or the development of a commercial licensing agreement. In case of supported research, the CEO and Dean must be advised of any invention disclosure requirements of the granting or sponsoring agency.
2. The Dean of each College may choose to appoint a Committee on Patents. This Committee may make recommendations to the Dean and CEO with regard to Patent-related matters.

**D. Title of Patents and Licensing Agreements**

1. Patent rights or licensing agreements resulting from research carried on by faculty members, visiting faculty, technical staff members or students in connection with projects supported entirely or partly by TU – California resources shall be assigned to TU – California, which shall pay to the Inventor a fixed proportion of the financial returns from the sale or exploitation of such patents in accordance with the provisions below.
2. Patents or licensing agreements resulting from research carried on by a student in fulfillment of course requirements or other requirements for a degree or in connection with a formal training program including the preparation of a thesis or dissertation, shall be construed as making use of TU – California resources and shall be subject to the provisions of Section 1 above.
3. Patents or licensing agreements resulting from inventions and discoveries made by members of the faculty, visiting faculty, the technical staff, or by students in connection with government sponsored research contracts, grants, fellowships or other such arrangements, shall be controlled by the terms of those arrangements. Faculty or staff members accepting government-sponsored research shall execute such agreements as will enable TU – California to meet its obligations to the sponsoring agencies.

**E. Patents and Licenses**

1. TU – California shall have the responsibility for the management of patents and licensing. All determination and action concerning the management of patents and licensing agreements shall remain with TU – California. TU – California also reserves the right to sell and/or license any patent.

2. Licenses for commercial development of patents shall be sought to assure that useful inventions shall be made available to the public at reasonable prices. In cases involving substantial development expenditures by the licensee, or for other special reasons, an exclusive license may be given, subject to the terms of an applicable grant or contract. All such licensing agreements shall be negotiated by the CEO of Touro University – California and approved and executed by the President of Touro.
3. Management of all licensing agreements for products, processes and technology derived from discoveries made in TU – California, whether or not they are based upon patents, remains with TU – California.

#### **F. Distribution of Income**

1. Income shall mean all funds derived by TU – California from an invention, discovery or any licensed product or technology.
2. If income is received from the sale or licensing of patent rights derived from contracts between a third party and TU – California, TU – California its agents and/or any outside agencies will pay and reward the Inventor within 90 days of receipt of funds by TU – California in accordance with the provisions below.
3. After deduction by TU – California of direct assignable expenses incurred (including but not limited to specialized attorney's fees), which shall be determined in TU – California's sole, but reasonable discretion, the net income will be distributed in the following manner:
  - a. One-third will be allocated to the Inventor or his/her estate and/or heirs. All payments due an Inventor under this policy will be transmitted via a separate payment outside of the payroll system. Fringe benefits will not therefore be applicable to such payments; they will, however, be reported annually to the individual and to the Internal Revenue Service on Form 1099 or such other forms as may from time to time be required by the Internal Revenue Service.
  - b. One-third, after direct costs, will be allocated to the Inventor's Department/Academic Unit within TU – California for support of the Inventor's academic/research programs of the Inventor's Department/Academic Unit. Such income will be considered incremental funding for the Department/Academic Unit. (In the event that an Inventor is no longer at TU – California, the disposition of such income will be determined by the Office of the CEO in concert with the President.)
  - c. One-third, after direct costs, will be allocated to the unrestricted funds of Touro University – California, to be used by TU – California in the pursuit of its education and research missions.
  - d. Exception to the method of income distribution described above will be made in the case of sponsored support if the terms of the agreement between TU – California and the sponsor do not permit such a distribution. In that event the terms of the agreement between TU – California and the sponsor will govern. This exception will apply to funding from both governmental and non-governmental sources.

#### **G. Publication**

The right to publish the results of sponsored research where patents may be involved shall be subject to the following conditions:

1. TU – California will not bar or prohibit publication of disclosures and inventions on which patent applications have been filed.
2. An Inventor has the obligation to file an invention disclosure statement with TU – California as soon as it is possible to do so simultaneous with or prior to the submission of a paper for publication disclosing the invention. Such an invention disclosure statement should in no event be submitted later than 15 days from the submission of the paper for publication disclosing the invention. In order to obtain protection for foreign patent rights, which are lost upon publication or public disclosure prior to filing a patent application in the United States, the Inventor shall disclose his/her invention to TU – California a minimum of 60 days in advance of printed or oral disclosure, so that an application for a patent may be filed prior to public disclosure.
3. TU – California, if requested, will supply to a sponsor a copy of the proposed publication prior to publication.

#### **H. Where TU – California Declines to Patent**

1. Upon disclosure of an invention to TU – California, it will be the responsibility of the CEO in concert with the President to determine if TU – California declines to pursue a patent. The CEO shall notify, in writing, the Inventor of this decision preferably within 90 days of disclosure. If the CEO declines pursuit of a patent, then the opportunity to pursue a patent reverts to the Inventor.
2. If at anytime during the patent application process, TU – California decides to discontinue pursuit of the application, the CEO shall notify, in writing, the Inventor within 15 days of this decision. The opportunity to pursue a patent shall then revert to the Inventor. All information, held by TU – California pertinent to the patent application, will be made available to the Inventor.
3. If income is derived from a patent declined by TU – California, it will be distributed as follows: After reimbursement of the Inventor and TU – California of direct assignable expenses incurred, the net cumulative income will be distributed in the following manner:
  - a. The first \$15,000 will allocated exclusively to the Inventor or his/her estate and/or heirs;
  - b. Two-thirds of the additional income will be allocated to the Inventor or his/her estate and/or heirs;
  - c. The remaining one-third of income will be allocated to TU – California.

#### **FACULTY CODE OF PROFESSIONAL ETHICS**

Faculty members are expected to act at all times in a manner befitting members of the teaching profession. Faculty members are expected to maintain and exhibit the highest level of integrity in all of their behaviors. They should conduct themselves with respect for others and should serve as models of the teaching profession to their students and their community.

Dress and deportment often characterize the person, and interpersonal relationships mark the nature and effectiveness of institutions. Therefore, appropriate attire, courtesy and cooperation at all times, with students, staff and colleagues, are considered essential to the well being of the University. Professionalism of a high order should be Touro University – California's hallmark.

Providing the best climate within which a student can learn and grow intellectually is a major professional contribution that the faculty member can make to the development of students. This includes frequent and active presence on campus, student counseling and advising, and participation in the activities that promote interaction between student life and the academic environment.

TU – California promotes adherence to the American Association of University Professors 1987 version of the “*Statement on Professional Ethics*” for individuals in the academic profession and the Code of Professional Ethics of the American Osteopathic Association. The codes of professional ethics stipulated here do not constitute a comprehensive policy of faculty behavior. These codes elaborate on the standards of acceptable and unacceptable conduct in the course of fulfilling faculty duties and are independent of other guidelines for activity of individuals while on campus, such as university policies on drug use, etc. with the understanding that TU – California seeks to provide and sustain an environment conducive to education, scholarly exchange and faculty and student development, the Faculty Senate further stipulates the following codes of faculty conduct:

- A. The primary responsibility of faculty conduct is to promote respect for knowledge, inquiry and education. Faculty is free to execute their teaching responsibilities in a manner that they determine to be appropriate. Faculty conduct must not, however, diminish or interfere with their responsibility to maintain proficiency and competency in the discipline(s) that they teach. Faculty conduct must ensure that classes are held as scheduled and that students are not denied opportunities to learn in the normal course of the academic term. Faculty must never exercise their professional position as a means to coerce or intimidate students to accept unethical or incompetent behavior.
- B. Faculty must not discriminate among their colleagues or students on the basis of age, sex, religion, nationality, ethnicity, advocacies, political preferences, or any other individual personal attribute that is independent of professional interaction. Faculty objectivity in evaluation of student competence is an essential standard of faculty conduct.
- C. Faculty must abide by the conduct standards for sexual harassment specified in this document.
- D. Faculty should promote academic honesty through teaching and example. Faculty must neither facilitate nor ignore instances of dishonesty.
- E. Faculty should respect the confidentiality of individual faculty –student interactions. Faculty should exercise foresight and maturity in conversation and activities with students.
- F. Dating or engaging in sexual relationships with students is forbidden and may constitute grounds for dismissal.
- G. In the exercise of scholarship faculty must conduct themselves honestly and must not intentionally misappropriate the work of others. Faculty is obligated to adhere to all established copyright and ownership guidelines.
- H. Faculty conduct must demonstrate respect and fairness in the use of university resources and facilities. Faculty should use university property only in the pursuit of their faculty responsibilities.
- I. Faculty must maintain strict confidentiality when requested with respect to colleague evaluation and personnel matters. Anonymity in peer-review for the purposes of promotion and advancement is an essential standard of ethical conduct.
- J. Faculty must not exercise professional seniority as a means to coerce or intimidate the behavior or activity of university staff or junior colleagues.

- K. Ethics in research and scholarly activities, intellectual honesty and ethical behavior while performing scholarly activities is of paramount importance to TU – California. Therefore, the faculty of TU – California has adopted the following statement of attitudes and preventive practices:

TU - California adopts the guidelines described in *The International Committee of Medical Journal Editors. Uniform Requirements of Manuscripts Submitted to Biomedical Journals: Writing and Editing, for Biomedical Publication, Update October 2007* <http://www.icmje.org> if applicable for a college.

Research efforts should minimize restrictions on publication or dissemination of information and use University resources and facilities for academic and not commercial reasons.

TU - California accepts the official Office of Research Integrity. US Department of Health and Human Services (<http://ori.dhhs.gov>) definition of scientific/research misconduct as: Research misconduct means fabrication, falsification, or plagiarism in proposing performing, or reviewing research, or in reporting research results. (a) Fabrication is making up data or results and recording or reporting them. (b) Falsification is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research records. (c) Plagiarism is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit. (d) Research misconduct does not include honest error or differences of opinion.

### **FACULTY BENEFITS**

Unless otherwise noted .50 FTE faculty members are eligible for the following benefits. Faculty who are .50 FTE and above are considered full-time for benefits purposes. Vacation, personal and sick leave are prorated according to the percentage of full-time appointment.

#### **Health Insurance**

Full-time regular faculty members and their dependents become eligible to join the employee-contributory Health Insurance plan after 90 days of employment. The coverage is available for a charge, which is deductible from the paycheck on a pro-tax basis. Faculty is advised to consult the TU – CA Human Resources Department for the most up-to-date information regarding health benefits.

#### **COBRA**

As per the COBRA Act of 1986, the Federal Law requires Touro University – California to provide extended health care coverage to employees and their dependents under certain qualifying events. The employee or dependent pays the full cost of coverage at Touro's group rates. Touro provides each employee who terminates his/her employment with the University with a written notice describing rights granted under COBRA. The notice contains important information about the employee's rights and obligations.

You and your dependents are eligible to continue health insurance coverage for 18 months following:

Resignation or termination of employment for reasons other than gross misconduct;  
Reduction of employee's hours or a leave of absence.

COBRA coverage is available for 29 months for the following individuals:

Employees and their dependents, when employees terminate their employment while disabled.

In addition, COBRA coverage is available for 36 months for the following individuals:

Spouses and dependents of covered deceased employees;  
Divorced or legally separated spouses and dependents of covered employees;  
Spouses and dependents of employees covered by Medicare;

Dependent children who would no longer be covered because they have reached the age of 19 or are full-time students who have reached the age of 25.

The HIPAA Act of 1996 made three important changes to the COBRA Act.

An employee who becomes disabled during the first 60 days of COBRA coverage is entitled to 29 months of coverage. Coverage also applies to the employee's dependents.

A child born to, or placed for adoption with an employee who is receiving COBRA is also entitled to COBRA.

HIPAA limits a group health plan's ability to impose pre-existing condition exclusions. Therefore, COBRA coverage can be terminated when the COBRA beneficiary becomes covered under another group health plan whose pre-existing condition exclusion will not apply to the beneficiary under the new HIPAA rules.

Human Resources should be contacted for questions regarding COBRA.

### **Dental and Vision Insurance**

Full-time regular faculty members become eligible to purchase dental and vision insurance after 90 days of employment. This coverage is fully paid for by the employee through a pre-tax payroll deduction.

### **Flexible Spending Account**

Touro College implemented a Flexible Spending Account on May 1, 1997. You set aside an amount of money to be taken out of your paycheck, before taxes, for a medical or dependent care account. This money can be used for two purposes:

- A. For medical expenses, not covered by insurance, such as deductibles and co-pay, dental care, eyeglasses or contact lenses. You have to estimate what your out-of-pocket, health-related expenses will be for the plan year. This amount is deducted from your paychecks all year long and deposited in a spending account. You then draw upon this account when you have eligible expenses. If you do not use this money, you lose it. Therefore, you have to estimate your yearly out-of-pocket expenses very carefully.
- B. For dependent care, for a child under the age of 13, such as expenses paid for licensed nursery schools, day care centers or summer day camps and centers that provide adult day care. A dependent can also be a child older than 13 or a dependent parent who is disabled, physically or mentally.

You can only enroll in the Flexible Spending Account on May 1st of every year. The limits set for the Flexible Spending Accounts are \$3,000 a year for the medical and \$5,000 a year for the dependent care.

### **Life Insurance**

Life insurance coverage is paid for in full by the University after 90 days of employment. The total dollar amount of the insurance is equal to one time your base annual salary, up to a maximum of \$250,000. The premium paid by the University for life insurance coverage in excess of \$50,000 is considered additional income to you. The value of this premium, which is determined by the IRS based on your age, will be reported on your W-2 form and is subject to federal income tax. In addition, the University's insurance program covers you for accidental death and dismemberment. Benefits are payable under this plan if you should die as the result of an accident, or if you should lose a limb or your eyesight as the result of an accident.

### **Supplemental Life Insurance**

Effective October 1, 2007 you can purchase up to three times your annual salary to a maximum of \$1,500,000 combined Basic and Supplemental Life. In addition, you can purchase life insurance for your spouse and children.

**Short-Term Disability**

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at Touro University – California or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the Human Resource Department.

**Long-Term Disability**

This benefit is fully paid by the University and will pay you, after 180 days elimination period, 50% of your salary up to 240,000, or a maximum of \$10,000 per month.

**Worker's Compensation**

Touro University – California, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required, which may be directed by Touro University – California for the first 30 days of any work related injury;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources Department; and
- Provide Touro University – California with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances 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 he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining Touro University – California's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, Touro University – California's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The law requires Touro University – California to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.

### **Social Security**

Touro University – California employees are covered by Social Security which is paid by the employer and the employee in accordance with Federal law.

### **Unemployment Insurance**

This insurance is provided at no cost to the employee, and is in accordance with the California State law.

If a faculty member is terminated because of misconduct, he or she will not be eligible to receive unemployment benefits.

### **Tuition Remission**

After 3 months of employment, full-time Touro University – California faculty and staff, their dependent children and spouses may attend undergraduate programs of Touro College or Touro University – California on a free-of-charge basis provided they fulfill the admission requirements and, once admitted, maintain good academic standing. However, the attendee must apply for applicable tuition assistance grants. The College/University will determine the amount of such grants before tuition remission funds are awarded. Tuition remission will endure for the length of service of the faculty or staff member. If service ends in mid-semester, the tuition will be prorated and payment for the rest of the semester is due before finals.

Employees must submit their supervisor's written approval to the Financial Aid Office when applying for tuition remission. This approval must indicate if the hours of class will fall outside of normal working hours for the employee.

Full-time employees may take up to fifteen hours of College/University courses per term at the undergraduate level. Full time employees may not in any case take more than nine credit hours of post-baccalaureate work per term. All course registrations must have the written approval of the supervisor.

Full-time employees, their spouses and dependent children enrolled in a professional or graduate program at Touro College/University will be granted a 25% tuition remission.

Employees who are in default of any student loans cannot receive tuition remission.

The school reserves its right to re-evaluate the tuition remission provided pursuant to this provision at the commencement of any semester.

### **Qualified Tuition Reduction Program**

Touro College implemented a Qualified Tuition Reduction Program in November of 1996. You may allocate a portion of your salary, on a pre-tax basis, to this program. This money will be used to pay your tuition as well as your spouse's and dependent children's, for education below the graduate level, or in the case of teaching or research assistants, at the graduate level as well. This reduction is in addition to any employee discount currently granted by Touro. The College will pay the tuition directly to the educational

institution indicated by you. You can elect to participate in this program once a year in June for the fiscal year starting July 1. Touro's obligation to make the monthly tuition payments to the designated education institution will continue as long as you remain employed at Touro. The maximum amount you can allocate to this program is 40% of your annual salary.

Please note that your salary is reduced by the amount you allocate to this program. Therefore, your taxes and benefits, such as life, short and long term disability, workers compensation, retirement plans are now based on your reduced salary.

### **Retirement Plans (403B)**

Touro University – California has implemented a tax-deferred savings program known as a 403B Retirement Savings Plan. This program allows you to contribute part of your income into one or more investment plans offered by the University on a pre-tax basis through payroll deductions. You may contribute from 5% up to a maximum amount determined annually by the IRS. Details about the Supplemental Retirement Account (SRA) and the Retirement Account (RA) plans follow:

**SRA** – After 3 months of full-time employment, you are eligible to participate in the College Supplement Retirement Account on a pre-tax basis. There is no contribution made by Touro at this time.

**RA** – After 18 months of full-time employment you are eligible to participate in the College Retirement Account on a pre-tax basis. Your minimum contribution is 5% of your salary and this is matched by Touro's contribution of 5%. Contact the Human Resources Department if you wish to contribute more than 5%.

We offer the choice of two investment firms: Fidelity Retirement Services and Teachers Insurance Annuity Association/ College Retirement Equities Fund (TIAA/CREF).

### **Faculty Leave Policies**

#### **Holidays**

A list of holidays is prepared by the Human Resources Department and distributed to employees before the 1st of each calendar year. TU - California observes the following holidays:

- Martin Luther King Jr. Day
- Presidents' Day
- Passover – First 2 days & last 2 days
- Shavuot – 2 days
- Memorial Day
- Independence Day
- Labor Day
- Rosh Hashanah – 2 days
- Yom Kippur
- Sukkot – First 2 days & last 2 days
- Thanksgiving – Thursday and Friday
- Christmas Day
- New Year's Day

#### **Vacation**

All full-time faculty of TU – California accrue 15 days paid vacation leave in their first year of employment. All full-time faculty will accrue one additional vacation day per year to a maximum of 20 days. Vacation is prorated based upon the percentage of time worked .50 FTE and above. Example: 1.0 FTE faculty receive 1.25 days of vacation per month/15 days per year during Year One, .50 FTE faculty accrue 0.625 vacation per month/7.5 days vacation per month/7.5 days vacation per year during Year One.

Year One Accrual: 1.25 days/month, 15 days/year

Year Two Accrual	1.33 days/month, 16 days/year
Year Three Accrual	1.42 days /month, 17 days/ year
Year Four Accrual	1.50 days/month, 18 days/year
Year Five Accrual	1.58 days/month, 19 days/year
Year Six and beyond	1.67 days/month, 20 days/year

Vacation leave days begin to accrue monthly on the date of appointment of the individual faculty member. Days may be taken upon accrual.

Unused vacation leave may be accrued to a maximum of 40 days. The faculty should make every effort to ensure that vacation leave is taken with minimal disruption to her/his academic duties. Prior to taking vacation leave, faculty must obtain written approval from the appropriate department chair or associate dean.

Upon termination of employment at Touro University – California, faculty members will be paid for accrued vacation at their current base rate of pay.

### **Sick Leave**

Full-time faculty is credited with 6 days of sick leave per year at the beginning of the new fiscal year (July 1). If you begin your employment on or after January 1, you will be credited with 3 days of sick leave for that fiscal year. Sick leave is prorated based upon the percentage of time worked .50 FTE and above. Example: 1.0 FTE faculty receives 48 hours (6 days) of sick leave per year; .50 FTE faculties receive 24 hours of sick leave per year. Sick leave does not accrue from year to year. Days may be taken upon accrual.

Faculty must report all absences from work to their Department Chair by 9:30 a.m. of the day in question. In the event of a prolonged illness, the faculty member may be required to provide documentation of the illness to the Human Resources Department.

Vacation time and personal days may be used during prolonged illness.

Sick leave may not be used as vacation time, or combined with vacation and personal days.

Upon termination of employment from Touro the faculty member will not be paid for unused sick leave.

Full-time faculty who do not use the allocated days may petition the Human Resources Department to convert sick time to vacation leave as follows:

- a. 4 days            1 day
- b. 5 days            2 days
- c. 6 days            3 days

### **Personal**

Full-time faculty is credited with three (3) personal days per year at the beginning of the new fiscal year (July 1). Faculty who start work on or after January 1, are entitled to 1 ½ personal days for that fiscal year. Personal leave is prorated based upon the percentage of time worked .50 FTE and above. Example: 1.0 FTE faculty receive 36 hours (3 days) of personal leave per year; .50 FTE faculty receive 18 hours of personal leave per year. Days may be taken upon accrual.

Personal days cannot be carried over into the next fiscal year and will not be compensated for upon termination of employment at Touro University – California.

If you take a personal day on Friday, it will be counted as a half personal day. However, only two Fridays per year can be taken as half days.

Scheduling of personal days must be requested in writing by submitting an “Employee Leave Request Form” to the faculty’s supervisor for approval. A copy of the approved Request Form must be given to the Human Resources department for their attendance records.

No vacation or personal days will be paid unless there is an approved request form.

#### **Professional Development Leave**

A well-conceived and comprehensive program of faculty development is essential for the future success of the college. The major goals of an excellent faculty development program include rewarding and providing motivation for quality performance, creating opportunities for effective and constructive participation on substantive matters and implementing structured, well-funded and staffed programs that are supported by the commitment of management and participation of faculty. The essence of faculty development programs is to enhance and promote growth of scholarly activities.

To this end, Touro University – California will provide funding and time to faculty members in support of their development, based on budgetary and academic planning. This includes time away from campus both as a learner and as an educator or presenter at conferences, conventions and symposiums. The faculty member must request approval of Faculty Development Leave in writing from the Department Chair with the approval of the appropriate Associate Dean. New faculty members may not take Faculty Development Leave for the first 3 months of employment. Faculty Development Leave does not accrue and it is the responsibility of the faculty member to request such leave.

#### **Sabbatical Leave**

The primary purpose of the sabbatical leave is to provide an opportunity for faculty members to engage in scholarly, creative, professional, research and/or intellectual activities as will enhance their further service to the University. A sabbatical leave is to be granted at the sole exclusive discretion of the University as a privilege, and not as an automatic right. Full-time members of the faculty may apply for a sabbatical leave after six years of continuous full-time service. A detailed plan for use of the sabbatical leave shall be submitted by January 1, preceding the academic year in which the sabbatical leave is to commence. Approval for the leave must be granted by the department Chair, the Dean and the CEO, taking into account the personnel needs of the University and budgetary considerations. A sabbatical leave may be granted for one-half year at full salary or one year at half-salary.

The sabbatical leave will not be used to accept routine responsibilities elsewhere. Compensation shall not be paid in lieu of taking a sabbatical leave. As a condition of accepting a sabbatical, the recipient must agree to continue his/her service at the University for at least one year following the completion of a sabbatical leave.

Within three months after the return to the University, the recipient of the sabbatical leave will present to the Dean a written report describing his/ her professional or academic activities during the sabbatical leave.

#### **Family and Medical Leave**

Employees who have more than 12 months of service, and who have worked at least 1,250 hours during the previous 12-month period before the date the leave is to begin, are eligible under federal Family and Medical Leave Act and state California Family Rights Act family leave laws to take up to a maximum of 12 work weeks of unpaid family/medical leave within a 12-month period.

Family/medical leave time is permitted for the birth of the employee’s child, or placement of a child with the employee for adoption or foster care, to care for the employee’s spouse, child or

parent who has a serious health condition, or for a serious health condition that makes the employee unable to perform his or her job.

### **Family Leave and Pregnancy**

Time off from work because of the employee's disability due to pregnancy, childbirth, or related medical condition is not counted as time used for California Family Rights Act leave, but is counted as time used for Family and Medical Leave Act leave. Pregnant employees may have the right to take a pregnancy disability leave in addition to family or medical leave. Such employees should contact their supervisor regarding their individual situation. Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, Touro University – California will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Please contact Human Resources as soon as you realize the need for family/medical leave.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify TU – California at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of TU – California. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

If the employee cannot provide 30 days' notice, Touro University - California must be informed as soon as practical.

### **Additional Requirements for Serious Health Condition**

If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, TU – California may require, at its expense, a second opinion from a health care provider that Touro University – California chooses. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by TU – California.

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

### **Certification by Health Care Providers**

Touro University – California requires the employee to provide certification as explained in the following policy within 15 days of any request for Family and Medical Leave Act/California Family Rights Act leave, unless it is not practicable to do so. TU – California may require recertification from the health care provider if additional leave is required.

- If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;

- Probable duration of the condition;
  - Estimated amount of time for care by the health care provider; and
  - Confirmation that the serious health condition warrants the participation of the employee.
- When both parents are employed by TU – California and request simultaneous leave for the birth or placement for adoption or foster care of a child, TU – California will not grant more than 12 workweeks total of family/medical leave for each employee.
  - If an employee cites his or her own serious health condition as a reason for a leave, the employee must provide a certification from the health care provider stating:
    - Date of commencement of the serious health condition;
    - Probable duration of the condition; and
    - Inability of the employee to work at all or to perform any one or more of the essential functions of his or her position because of the serious health condition.

#### **Certification**

Touro University – California will require certification by the employee's health care provider that the employee is fit to return to his or her job.

#### **Coordination with Health Insurance**

An employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which he or she was enrolled before the first day of the leave (for up to a maximum of 12 work weeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. TU – California will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under Family Medical Leave Act (e.g., for pregnancy disability leaves) or under Family Medical Leave Act/California Family Rights Act (e.g., for all other family care and medical leaves). In some instances, TU – California may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through TU – California in conjunction with federal COBRA guidelines by making monthly payments to TU – California for the amount of the applicable premium. Employees should contact the Human Resources department for further information.

#### **Use of Accrued Paid Leave Time for Family/Medical Leave**

Accrued sick leave is required to be used during Family and Medical Leave Act/California Family Rights Act leave for the employee's own serious health condition, or to attend to the illness of a child, parent, or spouse of the employee. Vacation and other accrued time (other than sick leave) may be used for any family/medical leave qualifying event.

#### **Return from Family/Medical Leave**

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

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to Touro University – California's operations;
- The employee is notified of Touro University – California's intent to refuse reinstatement at the time Touro University – California determines the refusal is necessary; and
- If leave has already begun, Touro University – California gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for family/medical leave, contact the Human Resources department.

#### **Time Accrual**

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue vacation, sick leave, or other paid time off during unpaid Family and Medical Leave Act/California Family Rights Act leave.

#### **Carryover**

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first Family and Medical Leave Act leave begins. 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. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

#### **Intermittent Leave**

Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse, or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one day.

#### **Return from Pregnancy Leave**

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any female employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the personnel manager to discuss the following conditions:

- Employees who need to take pregnancy disability must inform Touro University – California when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the HR Director regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of TU – California. Any such scheduling is subject to the approval of the employee’s health care provider;
- If 30 days’ advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee’s physician, the employee’s work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy leave usually begins when ordered by the employee’s physician. The employee must provide Touro University – California with a certification from a health care provider. The certification indicating disability should contain:
  - The date on which the employee became disabled due to pregnancy;
  - The probable duration of the period or periods of disability; and
  - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee’s physician sends a release;
- An employee will be required to use accrued sick time if otherwise eligible to take the time during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time if otherwise eligible to take the time during a pregnancy disability leave; and

- Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one day.
- Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.
- Return to the employee's previously held job shall be guaranteed for six months, provided that the employee complies with the terms of the leave, which are six (6) to twelve (12) months.
- Return from leave after 6 to 12 months shall result in the assignment of the employee to any vacant position as a regular job, provided the job can be performed satisfactorily.

#### **Coordination with Family Leave**

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, TU – California will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under Federal Law, but not family and medical leave under California Law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leave that TU – California may provide and for which you are eligible. In some instances, Touro University – California may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, or if paid coverage ceases after 12 workweeks, you may continue your group health insurance coverage through TU – California in conjunction with federal COBRA guidelines by making monthly payments to TU – California for the amount of the relevant premium. Contact the personnel manager for further information.

#### **Bereavement Leave**

In the event of death of an immediate member of the employee's family the University grants up to a five work day paid leave. The University defines immediate family as the employee's spouse, parent, step parent, grandparent, child, step child, grandchild and sibling. A two day leave with pay is granted in the event of the death of the employee's spouse's parent, step parent, grandparent or sibling. Employees may, with their supervisor's approval, get additional unpaid time off if necessary, or use their vacation and personal days.

#### **Jury Duty**

Full-time employees called for jury duty will receive their full salary for up to 21 days within a two year period. Employees must present the jury duty summons to their supervisor or to Human Resources. If an employee receives salary from TU – California while on jury duty, monies received from state or federal authorities as compensation for jury duty service must be submitted to the Human Resources office.

The supervisor should be consulted when a jury duty notice is received. Postponements are available and sometimes necessary if such duty should occur during a peak period in the department.

### **Military Leave**

**Reserve Active Duty Training.** An employee may receive a leave of absence for performance of active duty with the National Guard or the U.S. Armed Forces Reserves in accordance with state and federal law. An employee who is required to participate in two (2) weeks annual training as part of a military service program will be paid the difference between his/her regular salary and the pay received for the reserve training.

**Active Duty.** In the case of a reservist called to active duty, the University, in compliance with Federal Veteran's Reemployment Rights Law, will rehire veterans to their former job or job with similar status and pay. The veteran must apply for reemployment within 90 days of discharge.

**Benefits.** TU – California will not pay medical or other benefits for the employee while on leave for reserve military duty (except for the two weeks). However, benefits will be reinstated upon reemployment. If the employee wishes to maintain coverage in the TU – California plan, he/she may do so by paying the full group plan cost for individual and/or dependent coverage.

### **Leave of Absence Without Pay**

A leave of absence without pay may be arranged by giving the Chairperson and the Dean at least one semester advance notice in writing. Final approval will rest with the Dean. A full-time person will generally be granted a leave of absence, provided a suitable replacement can be appointed or other arrangements made to handle all the teaching assignments.

## **COMMITTEES**

**Administrative Committees** are constituted by the administration and faculty may be invited to serve. Faculty may or may not chair these committees. Administration invites the Faculty Senate to submit names. The Senate shall submit in excess of the number required up to double that number, from which a choice will be made by administration. The term of membership for faculty is determined by the Senate, but in some cases the administration desires long term stability and would prefer that it be stipulated that faculty may (rather than must) step down at the end of the term. No faculty member will be required to remain on a committee against his/her will. Administrative committees report through the appropriate Deans or Vice-Presidents to the CEO. They recommend policies through these channels.

**Faculty Committees** are designed to fairly represent the faculty and are comprised of sufficient number of faculty members from each College or Program to satisfy the needs of the committee. Administrators are not precluded from chairing these committees, but usually do not. The Senate invites administration to submit names. The administration shall submit in excess of the number required up to double that number from which a choice will be made by the Senate. The term of membership for faculty is determined by the faculty Senate. Faculty committees report through the appropriate Deans or Vice-Presidents to the CEO. They recommend policies through these channels. Each committee may establish its own bylaws to include: mission and purpose of committee, how chairs are selected and duration of term of office, how committee members are selected and duration of term, meeting frequency, what constitutes a quorum proved the quorum is not less than 20% of the membership.

**Shared Committees** are constituted nearly equally by administration and faculty, with names of members submitted by each group essentially as above. The term of membership for faculty is determined by the Faculty Senate. These committees report and recommend policies through the appropriate Deans or Vice-Presidents to the CEO.

The following is a listing of committees.

### **Administrative Committees**

#### **The Executive Council**

The Executive Council includes the CEO/Senior Provost, Vice-Presidents, and Deans and is the main decision-making body for significant university-wide issues. The Human Resources Director, CFO, MIS and others may be invited to participate as non-voting members.

#### **Academic Council**

The Academic Council's purpose is to bring together academic leaders on regular bases who work together to further the university's academic mission, vision and goals. Membership of the Council includes Deans, Associate Deans, Assistant Deans, Program Directors, the Research Director, the Library Director, the Faculty Senate Representative and the Research Director. This council reports to the Provost. Individual college may have their own academic councils.

#### **Financial Aid**

The Financial Aid Committee meets to insure that scholarships or other means of financial support that are potentially available to support students are allocated to applicants in a fair and timely manner. This committee reports through the Associate Dean for Enrollment Management.

#### **Institutional Technology Committee**

The Institutional Technology Committee recommends policies and deals with issues that arise concerning use of all information systems on campus, such as computer hardware, software, electronic resources, telephones, audio-visual equipment, and copiers. This committee reports through the Chair to the CEO/Provost.

#### **Master Calendar Committee**

The Master Calendar Committee is made up of representatives from all four colleges and departments on campus. The purpose of the committee is to develop a master calendar of major events for each academic year. The master Calendar is approved by the Executive Council and returned to the Master Calendar Committee to maintain the calendar throughout the academic year.

#### **Safety Committee**

The role of the Safety Committee is to insure that TUC is fully compliant with all federal, state and local health and safety regulations. The committee reports to the CEO/Provost.

#### **Security Committee**

The primary purpose of this task force is to develop and implement an Emergency Response plan for any incident or natural disaster that may occur and to review safety issues relevant to the campus involving classrooms, laboratories and outdoor areas.

### **Faculty Committees**

#### **Faculty Senate Executive Committee**

The Executive Committee of the Faculty Senate is composed of the officers of the Faculty Senate and one Member-at-Large. The Executive Committee represents the Faculty in discussions with

the Administration on any issue of common interest. This committee reports to the Faculty Senate and communicates directly with the CEO/Provost.

#### **Faculty Technology Advisory Committee**

The Faculty Technology Advisory Committee considers technology issues that are related to either classroom instruction or the performance of faculty members' assigned duties. It provides a forum for the sharing of technology-related issues and information amongst its members. The committee reports to the Faculty Senate and makes specific recommendations through its Faculty Senate representative to the administrative Technology Committee

#### **Grievance**

The Grievance Committee reviews petitions submitted by faculty who believe that their rights have been violated in such matters as academic freedom, suspension or dismissal for cause, assignment of teaching duties, issues relating to propriety of conduct and sexual harassment, disciplinary actions taken or other matters. This committee reports to the CEO.

#### **Institutional Animal Care and Use Committee (IACUC)**

The IACUC has an obligation to review all research projects or proposed projects involving animal subjects. The IACUC has authority to approve, require modifications before approval, or withhold approval of proposals submitted to it for review. No activity involving animals can begin unless it is first approved by the IACUC. The IACUC reports through its Chair to the CEO/Provost.

#### **Institutional Review Board (IRB)**

The IRB assesses risks and anticipated benefits of research involving human subjects as required by local, state and federal law. The IRB reports through its Chair to the CEO/Provost. The IRB also determines the adequacy of the provisions to protect the privacy of subjects and to maintain the confidentiality of the data. The IRB has the authority to approve, require modifications before approval, or withhold approval of proposal submitted to it for review. No activity, including student originated projects, involving human subjects can begin unless it is first approved by the IRB. This committee reports through the COM Associate Dean for Preclinical Education and Research to the respective College Dean.

#### **Library Committee**

The role of the Library Committee is to insure that the TU – California library functions to meet the academic needs of students and faculty. It recommends policies governing the operations of the library and also makes recommendations concerning the collections (books, periodicals) and electronic resources that should be available to meet the needs of the College. This committee reports through the Vice-President of Student Affairs/Dean of Students.

#### **Rank and Promotions Committee**

The Rank and Promotion Committee has the responsibility to develop and apply guidelines for assignment of faculty rank. The Committee recommends initial faculty rank and also reviews applications for promotion in rank and recommends in favor or against promotion according to the guidelines. This committee reports to the respective College Dean.

#### **Research Committee**

The Research Committee engages in strategic planning for the development of the research capability of the institution, recommends policies governing research, oversees the intramural grants program, provides information to faculty concerning research opportunities, and serves as a conduit for communication between faculty and administration for any matters having to do with research. This committee reports through the College of Medicine Associate Dean for Preclinical Education and Research to the respective College Dean.

### **Shared Committees**

**Admissions**

The Admissions Committees review the qualifications of student applicants to respective programs within TU – California and ranks the applicants accordingly. Decisions on applicants are consistent with College policies and are based on application files and interviews. This committee recommends eligible candidates to the respective College Dean for acceptance. If a TU – California faculty member would like to serve on an Admissions Committee submit your name to the TU – California Associate Dean for Enrollment Management/ Director of Admissions who will forward your name to the appropriate College’s Admissions Committee coordinator/chairperson.

**Curriculum**

The Curriculum Committees oversee the respective programs’ curriculum and make recommendations regarding additions, deletions, or substantive changes in courses and clinical rotations as it monitors trends in education and the needs and performance of TU – California students. These committees report to the respective College Deans.

**Student Promotions Committee**

Each college has its own Student Promotions Committee which reviews and evaluates academic performance of students in its program and recommends appropriate actions if a student does not maintain satisfactory academic progress. The College of Pharmacy Student Promotions Committee is called the Academic Standards Committee.

**Ad hoc Committees**

Ad Hoc Committees can be established by either administrative or faculty and are created for a specific goal or purpose for a specified period of time. Examples of Ad Hoc Committees are: Faculty Handbook Revision Committee, Academic Honesty Committee, Space Committee, and Faculty Search Committees. These committees report to the Faculty Senate, the respective College deans, or directly to the CEO as appropriate to their function.