



**TOURO UNIVERSITY**  

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**C A L I F O R N I A**

**EMPLOYEE HANDBOOK FOR  
ADMINISTRATIVE PERSONNEL**

**JANUARY 2015**

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AN EQUAL OPPORTUNITY /AFFIRMATIVE ACTION EMPLOYER

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## **A MESSAGE FROM THE PRESIDENT**

In the four decades that have passed since Dr. Bernard Lander founded Touro College, our institution has grown significantly and achieved remarkable success. When launched with its first class of 35 students, Touro was envisioned as a great experiment in higher education, blending the best of Jewish and secular scholarship in an atmosphere of personal attention and academic excellence. Our mandate was to respond in innovative ways to the educational needs of the growing Jewish communities of New York and elsewhere, and to provide accessible and quality academic opportunities to underserved populations. Today, Touro College - recognized as Touro University in California and Nevada – remains faithful to its original mission, educating over 18,000 students of diverse backgrounds, worldwide. We offer a wide range of undergraduate, graduate, and professional degree programs in a variety of disciplines – from Jewish studies to education to law and to the health sciences - including outstanding programs for students pursuing careers in medicine and the allied health professions.

As the second president in Touro’s history, I am deeply committed to Touro’s mission of providing academic excellence and personal attention for students seeking to maximize their personal and professional growth. In carrying out our goals, we continue to work with our students in a collective effort to help make the world a better place for all. Touro University California works towards these objectives by launching pioneering programs in medicine, allied health care, and education. These programs have helped to make Touro a national leader in health science education, as well as enabled Touro to address acute shortages of professionals in these rapidly-changing fields. Touro University California’s quality professional and graduate programs remain at the forefront of developments in health care education, demonstrating an enduring commitment to excellence.

Thank you for joining us in the pursuit of our mission. I wish you the greatest success in achieving your academic and professional aspirations.

Sincerely,

Alan Kadish, MD President



## A MESSAGE FROM THE CEO AND SENIOR PROVOST

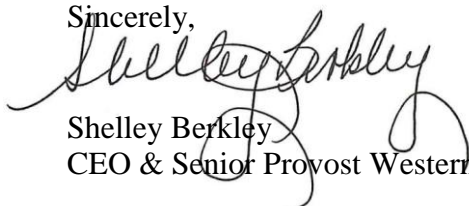
### Touro University Western Division

The strength and vitality that Touro University California enjoys today is due in no small part to the many important contributions made by each of its members. The University benefits from the dedication and professionalism that each of you brings to your work. Credit for our success is attributable to the accomplishments of every member of our team. We consider our faculty, administrative, and professional staff to be the University's most valuable resources and have always maintained that the collaborative efforts of our people is the primary reason for TUC's success.

As an institution founded on Judaic values, Touro University California takes special interest in the well-being of everyone in its community. As an employee, you are part of an institution which is proud of its heritage and the accomplishments that have made it a first-rate university. Touro University California, as an employer, recognizes the importance of providing a working environment that is conducive to carrying out the University's mission. For employees, this means the administration of policies as well as benefit and compensation programs that are competitive, fair, and understandable. This handbook intends to communicate terms and conditions of employment that apply to each of us as we carry out our responsibilities.

Whether you have just joined us or have been employed at TUC for a while, we are confident that you will find our University a friendly and rewarding place to work. I look forward to a productive and successful, professional association. I hope you will find much satisfaction and personal fulfillment in knowing the contributions you make have a direct impact on the success of our University.

Sincerely,



Shelley Berkley  
CEO & Senior Provost Western Division



## **HISTORY OF THE TOURO COLLEGE AND UNIVERSITY SYSTEM**

The Touro College and University System (TCUS) is a Jewish-sponsored, not-for-profit, independent institution of higher and professional education. It was chartered in New York State in 1970 by Rabbi Bernard Lander, Ph.D., L.H.D and originally named Touro College. The institution derives its name from Judah and Isaac Touro, leaders of colonial America, who represented the ideals upon which the Touro System bases its mission.

The Touro family was inspired by the democratic ideals of George Washington who visited the Touro Synagogue in Newport, Rhode Island in 1790. Their generosity funded major university endowments, community health facilities, the first free library in North America, and pioneering settlements in Israel.

After Touro College was chartered in 1970, it admitted an entering class of 35 Liberal Arts and Sciences students in 1971. Since that time, Touro College demonstrated dynamic growth and is now known as the Touro College and University System (TCUS). With more than 19,000 students worldwide, the TCUS now operates five medical schools, 2 schools of pharmacy, a law school, and numerous baccalaureate and master's programs.

## **HISTORY OF TOURO UNIVERSITY CALIFORNIA**

Touro University California (TUC) opened in the fall of 1997 in downtown San Francisco with the first College of Osteopathic Medicine in the Touro System. The campus moved to Historic Mare Island in 1999 seeking space for expansion of academic programs. The 44 acre Mare Island property was the site of the first West Coast Naval Yard and first West Coast Naval Hospital which served the US Navy from 1854 to the late 1990s.

In the spring of 2003, TUC expanded to include a College of Health Sciences which provided a Master's degree in Physician Assistant Studies and a Master's degree in Public Health. In 2004, a College of Education opened and a College of Pharmacy followed in 2005. December 2010, the College of Education and College of Health Sciences merged into a single entity now known as the College of Education and Health Sciences. Within this College are the Graduate School of Education (GSOE), a School of Health Sciences which includes a Joint Physician Assistant Studies/Master of Public Health Program (MSPAS/MPH), a Master of Public Health Program (MPH), and a School of Nursing (SON) which opened Fall 2014.

TUC is accredited by the Western Association of Schools and Colleges (WASC). All academic programs are accredited by their respective accrediting agencies as a mark of programmatic excellence.

## **VISION OF TOURO UNIVERSITY CALIFORNIA**

TUC has the vision of Educating Caring Professionals To Serve, To Lead and To Teach

## **MISSION OF TOURO UNIVERSITY CALIFORNIA**

The mission of TUC is to provide quality educational programs in the fields of health care and education in concert with the Judaic commitment to social justice, intellectual pursuit, and service to humanity.

## **MISSION STATEMENTS FOR COLLEGES AND PROGRAMS**

### **College of Education and Health Sciences (CEHS)**

#### **Graduate School of Education (GSOE)**

The mission of the Graduate School 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.

#### **School of Health Sciences Joint MSPAS/MPH Program (MPAS/MPH)**

Through the integration of the Physician Assistant (PA) and Public Health disciplines, the mission of the Joint MSPAS/MPH Program is to:

- train quality PAs to work with underserved populations,
- recruit applicants from these communities or individuals with a demonstrated interest in serving these communities, and
- increase access to care for underserved populations

#### **School of Health Sciences Public Health Program (MPH)**

The mission of the MPH program is to promote the health and wellbeing of local and global communities through education, service, and research with a focus on underserved populations.

#### **School of Nursing (SON)**

The mission of the School of Nursing is to promote social justice by serving the community and larger society through the preparation of professional nurses as transformational leaders to meet the needs of the complex health care environment with diverse populations.

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

The Mission of Touro University Osteopathic Medicine Program is to prepare students to become outstanding osteopathic physicians who uphold the values, philosophy and practice of osteopathic medicine and who are committed to primary care and the holistic approach to the patient. The program advances the profession and serves its students and society through innovative pre-doctoral and post-doctoral education, research, community service, and multidisciplinary and osteopathic clinical services.

### **College of Pharmacy (COP)**

The mission of the College of Pharmacy is:

- To benefit society through its programs in pharmacy education, research, scholarship, and service.
- To prepare our students to become competent, caring and ethical pharmacists dedicated to optimizing health care outcomes.
- To develop students and faculty to be leaders and provide them with the tools to practice effectively and be role models in a wide variety of professional settings.
  - To promote life-long learning in a culture of collegiality, respect, and diversity.



## **ACCREDITATION**

### **University Accreditation**

Touro University California, and its branch campus Touro University Nevada in Henderson, Nevada, are fully accredited by the Western Association of Schools and Colleges (WASC). The WASC Commission reaffirmed Institutional Accreditation on July 13, 2010 after a three stage review which demonstrated core commitments to Institutional Capacity and Educational Effectiveness. The next accreditation review is scheduled for Spring 2018.

### **Program Specific Accreditation**

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

In April 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 in San Francisco during the 1997-1998 academic year. Institutional accreditation for the new program was awarded by the Middle States Commission on Higher Education (MSCHE) which accredited the parent institution, Touro College. In April 2001, the AOA awarded full accreditation status to the College of Osteopathic Medicine (TUCOM – California). In 2008, the Commission on Osteopathic College Accreditation (COCA) of the AOA awarded a 7-year accreditation status to TUCOM, with the next onsite evaluation scheduled Spring 2015.

#### **College of Education and Health Sciences (CEHS)**

##### **Joint Physician Assistant/Public Health Program (MSPAS/MPH)**

The Accreditation Review Commission on Education for Physician Assistants (ARC-PA) has granted Continued Accreditation to the Touro University California PA Program. Continued accreditation is an accreditation status granted when a currently accredited program is in compliance with the ARC-PA Standards. Continued Accreditation remains in effect until the program closes or withdraws from the accreditation process or until accreditation is withdrawn for failure to comply with the Standards. The approximate date for the next comprehensive review of the program by the ARC-PA is September 2018.

##### **Public Health Program (MPH)**

The Council on Education for Public Health (CEPH) is an independent agency recognized by the US Department of Education to accredit schools and programs of public health. The TUC public health program has two curricular tracks: the Community Health Track and the Global Health Track. The Master of Public Health (MPH) Program is fully accredited by the Council on Education for Public Health (CEPH) for a five-year term, effective October 30, 2009 extending to December 31, 2014.

##### **Graduate School of Education (GSOE)**

In 2000, the Graduate School of Education (GSOE) was granted the authority to offer Masters of Arts in Education (MA. Ed) and Masters of Education (M.Ed.) degrees by the

MSCHE. In 2005, degree granting authority was transferred to WASC. Master of Arts degrees include: Teaching and Learning, Teaching Mathematics, Urban Education, Educational Technology, Special Education, Autism Spectrum Disorders and Educational Leadership. The Master of Education program in Innovative Learning is taught online in a blended format.

In 2004, the GSOE was granted the authority to approve and authorize teacher credentials by the California Commission on Teacher Credentialing (CCTC). Special education teaching credentials were added in 2005, and administrative services credentials were added in 2008. All GSOE credential programs were reaccredited for the maximum period in 2010. A total of eight credential programs are offered by the GSOE including multiple subject, single subject, special education, and several combinations of regular and special education dual teaching credentials along with the administrative services credential.

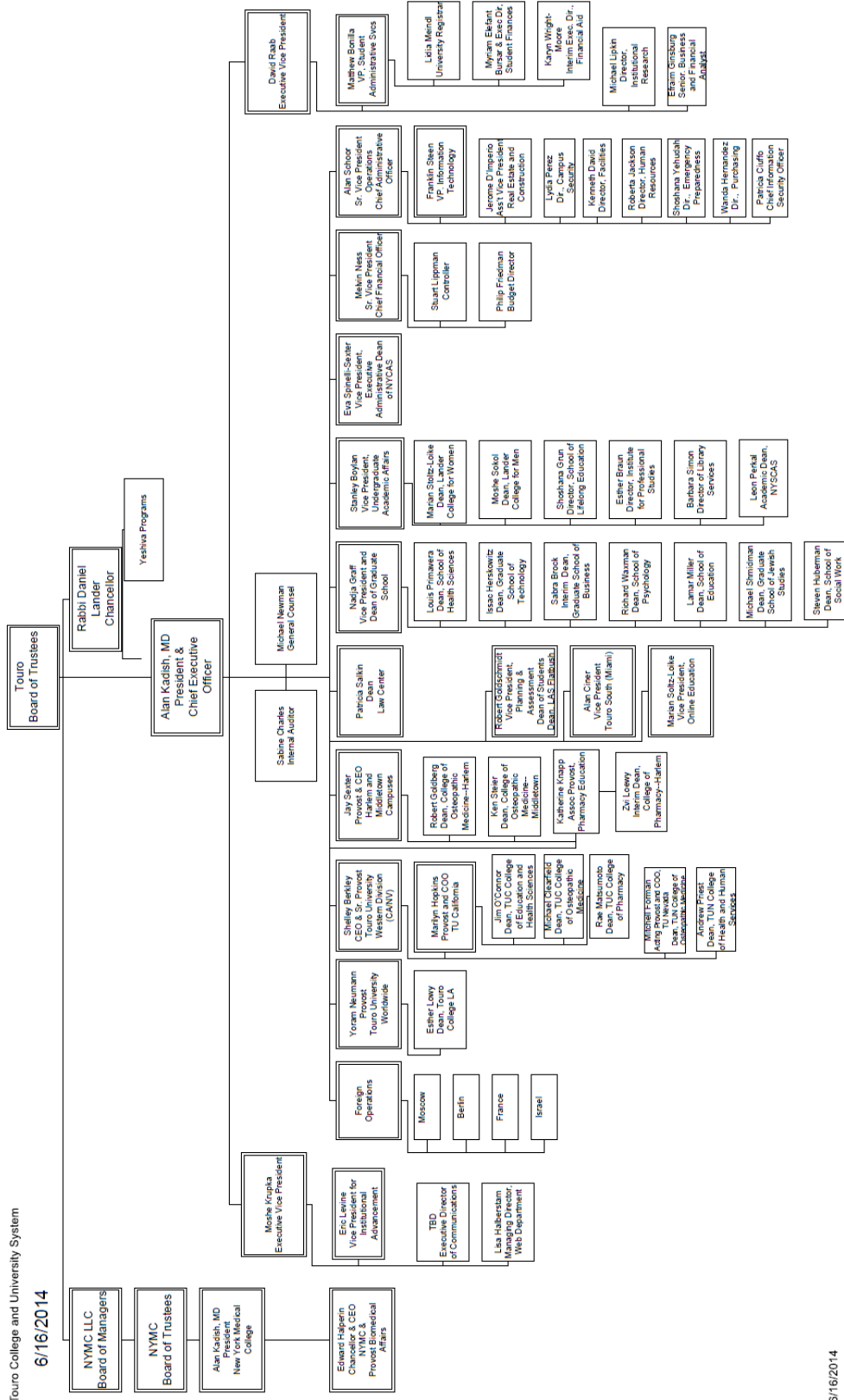
### **School of Nursing (SON)**

As a new program launched August 1, 2014, the SON will apply for accreditation through the Commission on Collegiate Nursing Education (CCNE) July 2015. The program anticipates a 3 to 5 year accreditation period commencing January 2016.

### **College of Pharmacy (COP)**

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. Full accreditation was granted with the graduation of the first class in June 2009, and continues to be accredited through Spring 2015.

# ORGANIZATIONAL CHART TCUS



## **ADMINISTRATIVE STRUCTURE TOURO COLLEGE AND UNIVERSITY SYSTEM**

### **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 the Touro College and University System (TCUS). See organizational chart on page 13.

### **President**

The President is the Chief Executive Officer for the entire Touro College and University System and reports to the Touro Board of Trustees.

### **Chief Executive Officer and Senior Provost Western Division**

The CEO/Senior Provost is the chief executive for Touro University California and Touro University Nevada, which comprise the Western Division. The position reports directly to the Touro President/CEO.

### **Provost and Chief Operating Officer**

The Provost/COO of Touro University California reports to the CEO/Senior Provost of the Western Division and is responsible for the day to day management of the university. The position has direct oversight of all academic programs, as well as service units that support the academic mission.

### **Director of Fiscal Affairs and Accounting**

The Director of Fiscal Affairs and Accounting (DFAA) is responsible for all financial activities of the university, including budget preparation and management, compliance with Touro financial policies and procedures, accounting, purchasing, and administering contracts/MOUs. The DFAA also assists with reviewing and verifying grant proposals and budgets. The position reports directly to the Provost/COO and interacts regularly with the VP for Finance of the Western Division and Touro System Controller and Budget Director.

### **Associate Vice President of Administration**

The Associate Vice President of Administration is responsible for all university Facilities and Grounds, Food Service, Parking and Public Safety. The position is involved in planning and implementation of all capital construction and renovation projects and is a liaison to the City of Vallejo Planning Office, Historical Society and Department of Emergency Services. The position reports to the Provost/COO.

### **Associate Vice President for Institutional Advancement**

The Associate Vice President for Institutional Advancement is responsible for all aspects of university advancement including cultivation of gifts from major donors and private foundations, annual fund campaigns, and relationships with alumni, the community and government officials. The position supports the activities of the University Advisory Board and works closely with the Western Division CEO/Senior Provost and the Directors of External Relations and Annual Fund/Alumni Relations which the position supervises. The position reports to the campus Provost/COO.

### **Dean of Student Services**

The Dean of Student Services is responsible for the administrative leadership, coordination and oversight of student learning and support services. These services include enrollment management functions of Admissions, Financial Aid, Bursar and Registrar; as well as the student affairs functions of Counseling, Academic Support, Student Health, and Campus Activities. In addition, oversight is provided for student ADA accommodations, student conduct issues, and student crises. The position insures institutional compliance with the Clery Act, Title IX, and Campus SAVE Act regulations, and coordinates the role of Student Services in commencement planning. The Dean of Student Services will help coordinate the implementation of the new student information system. The position reports to the campus Provost/COO.

### **Associate Dean of Students**

The Associate Dean of Students provides oversight to the Student Health Center (SHC), Campus Life, Counseling Services, Housing Referrals, Master Calendar, Student Government Association, and Academic Support Services. The position works with the Deans and SHC to provide student health screening and immunization clinics. He/she also coordinates student medical insurance, student background checks, drug screening policies and procedures, and commencement ceremonies. The position reports to the Dean of Students.

### **Director of Institutional Research and Assessment**

The Director of Institutional Research and Assessment is responsible for collection, analysis, and reporting of data to support accreditation, institutional and programmatic assessment, strategic planning, program review, and institutional decision making. The position leads the university Assessment Committee, university Program Review Committee and serves as Vice Chair of the university Strategic Planning Committee. The position is responsible for compiling and submitting data reports to national and state agencies. The position reports to the Provost/COO.

### **Director of University Communications**

The Director of University Communications is responsible for cultivating and maintaining community and government relationships and serving as the campus point person for public relations activities. The position develops media contacts to generate positive press, television and radio coverage about the university. It serves as the primary media spokesman for the campus in times of emergencies, serves on the university Emergency Management Team, and works to standardize and publicize the university brand and image. The position reports to the Associate VP for Advancement.

### **Director of Annual Fund and Alumni Relations**

The Director of Annual Fund and Alumni Relations develops and manages the university's annual fund campaign, serves as the university liaison to the Alumni Association Board, works with alumni to organize reunion events, and develops communication strategies to keep alumni informed and engaged with the university. The position reports to the Associate VP for Advancement.

### **Director of Information Technology**

The Director of Information Technology is responsible for providing operational and strategic leadership for the University in the areas of personal computing, information systems, voice and electronic communication systems, classroom technologies and presentation systems. The Director leads the Web Update Coordination Committee and the TUC Tech Team, which provides a communication forum for campus-wide technology issues and initiatives. The Director also serves on the campus Emergency Management Team and Infrastructure Space Committee. The Director of IT reports to the Provost/COO.

**Director of Human Resources**

The Director of Human Resources works with other campus leaders to develop and implement effective faculty and staff recruitment and retention policies and procedures. The Director services as a management and employee resource on personnel issues requiring knowledge of California labor laws and Touro System policies and procedures. He/she provides oversight to the employee benefit program, payroll and time keeping process, maintenance of personnel and health files. The position serves as the Campus Title IX Officer serving both employees and students and reports to the Provost/COO.

**Director of the Library**

The Director of the Library reports to the Provost/COO and is responsible for all library services and activities. The Director provides oversight for library collections, electronic resources, reference services, technical services, instructional programs, library operations, budget preparation and management, and program development to support the academic, clinical, research and community service mission of the University.

**Director of Research Development and Sponsored Programs**

The Director of Research Development and Sponsored Programs advises the Provost/COO on policy and administrative initiatives needed to advance the university's research enterprise. He/she leads strategic planning for campus research activity, oversees the use and assignment of campus research space, manages university intramural research programs, coordinates Research Appreciation Day, and participates in planning and development of new research facilities. The Director and support staff are housed organizationally in the Office of Sponsored Programs (OSP).

**Dean of the College of Education and Health Sciences (CEHS)**

The CEHS Dean is the chief academic officer of the college and reports directly to the Provost/COO of Touro University California. The Dean is responsible for all academic, fiscal, personnel, assessment, planning, and accreditation matters affiliated with the college, as well as other assignments which serve the larger university and Touro System.

**Assistant Dean of the College of Education and Health Sciences (CEHS)**

The Assistant Dean of the College of Education oversees all CEHS marketing and recruiting activities, interfaces with student services departments including the admissions office, financial aid, the registrar's office and the bursar's office, and provides oversight and guidance for all assessment activities within the college.

**Director, Joint MSPAS/MPH Program (MSPAS/MPH)**

The Joint Program Director is responsible for the overall planning, management, delivery and evaluation of the program to meet the program's stated purpose, mission, and goals. The Director insures compliance with accreditation standards and works with the Dean to recruit and retain faculty and staff and develop and manage fiscal, physical, and personnel resources.

**Director, Public Health Program (MPH)**

The MPH Program Director is responsible for all aspects of the Public Health Program including curriculum development, program assessment, and student recruitment. The MPH Director insures compliance with accreditation standards and works with the Dean to recruit and retain faculty and staff and develop and manage fiscal, physical, and personnel resources.

**Director, Graduate School of Education (GSOE)**

The Director of the Graduate School of Education is responsible for the day to day operation of

the GSOE, including oversight of credential programs, evaluation of faculty and staff, program evaluation, and budget management. The Director insures compliance with accreditation standards and serves as a key liaison with local and regional community organizations and schools.

#### **Dean of the College of Osteopathic Medicine (COM)**

The Dean of the COM is the chief academic officer and reports directly to the Provost/COO of Touro University California. The Dean is responsible for all academic, fiscal, personnel, planning, and accreditation matters within the College, and works with university colleagues to advance the mission and goals of the larger university and Touro System.

#### **Senior Associate Dean**

The Senior Associate Dean reports to the Dean of the COM and substitutes for the Dean when not available. The Senior Associate Dean has direct oversight of all the external programs of the COM including developing core clinical rotation sites as well as graduate medical education.

#### **Associate Dean for Academic Affairs**

The Associate Dean for Academic Affairs reports to the Dean of the COM and is responsible for oversight of the four year COM curriculum to ensure a seamless transition from the pre-clinical to clinical program.

#### **Associate Dean for PreClinical Education**

The Associate Dean for Preclinical Education reports to the Dean of the COM and is responsible for the administrative coordination of the first two years of the osteopathic medical program. The position works closely with the Departments of Academic Affairs and Clinical Education to develop academic and administrative policies and procedures for departments, faculty and students.

#### **Associate Dean for Clinical Education**

The Associate Dean for Clinical Education reports to the Dean of the COM and is responsible for the direct management of student clinical rotations, sustaining clerkship sites, clinical clerkship curriculum and clinical preceptor development. The position negotiates and monitors all affiliation agreements with hospital sites. The Associate Dean for Clinical Education is also responsible for monitoring and credentialing all adjunct faculty.

#### **Assistant Dean for Clinical Education**

The Assistant Dean for Clinical Education reports to the Associate Dean for Clinical Education of the COM and is responsible for administrative oversight, program assessment and development of clinical rotations.

#### **Associate Dean for Research**

The Associate Dean for Research is responsible for research development, administration and external relations, which foster excellence in research that enhances the mission of the COM. The position is responsible for management of fiscal and physical resources supporting COM research activity as well as allocation of research space, safety in laboratory facilities, and ethical conduct of research activity in the College. The position serves as a liaison to connect the college with TUN and Touro-COM senior research managers.

#### **Director of the Master of Science in Medical Health Sciences (MS-MHS-COM)**

The Director of the Master of Science in Medical Health Sciences (MSMHS) reports to Dean of the COM and is responsible for the program's infrastructure including, developing and arranging

the program's academic curriculum and research experiences in coordination with participating faculty and other college program activities.

#### **Dean of the College of Pharmacy**

The Dean serves as Chief Academic Officer of the College of Pharmacy and reports to the Provost/COO. The Dean is responsible for all academic, fiscal, personnel, planning, assessment and accreditation matters within the College. He/she leads and supports educational, research, and service activities of the college and works with university colleagues to advance the mission and goals of the larger university and Touro System.

#### **Associate Dean for Academic Affairs and Research**

The Associate Dean for Academic Affairs and Research, acting under the direction of the Dean, is responsible for the development and management of the preclinical curriculum. The Associate Dean serves as an academic administrator and leader of the sciences faculty. He/she is responsible for hiring and evaluating faculty and defining faculty workloads. The Associate Dean also serves as a role model and mentor fostering the professional development of faculty, and guides the development of the basic science research program.

#### **Associate Dean for Clinical Affairs**

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, including Introductory Pharmacy Practice Experiences and Advanced Pharmacy Practice Experiences. The Associate Dean serves as academic administrator for the pharmacy practice faculty with responsibilities to hire and evaluate faculty, establish workloads, and serve as a professional role model and mentor.

#### **Assistant Dean for Administration**

The Assistant Dean for Administration serves as an advisor to the Dean on financial and contractual matters in the College of Pharmacy. Assistant Dean responsibilities include preparation and monitoring of clinical affiliation agreements and contracts, contracts with clinical partners related to residencies and fellowships, and contracts related to faculty research activities.

#### **Assistant Dean for Student Services**

The Assistant Dean for Student Services works with students, faculty, administration and staff to support curriculum, scholarship, academic performance and academic progress, remediation, probation and dismissal. The Assistant Dean oversees scholarship selection, Rho Chi membership, the Dean's List, residency selection and other student honors.

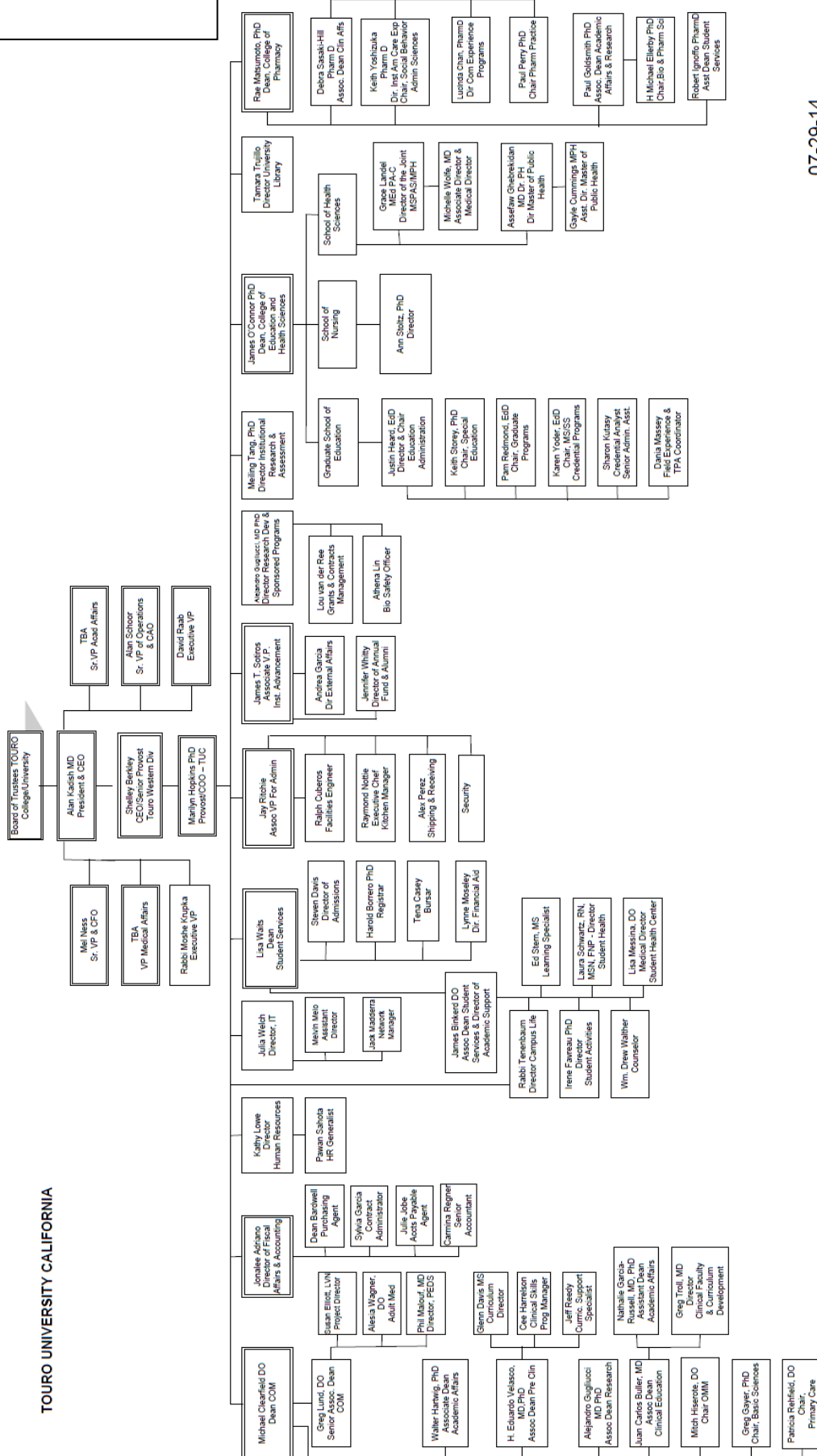
#### **Director of the Master of Science in Medical Health Sciences-COP (MSMHS-COP)**

The Director of the Master of Science in Medical Health Sciences (MSMHS) reports to the Dean of the COP. He/she is responsible for the program's infrastructure including, developing and arranging the program's academic curriculum and research experiences in coordination with participating faculty and other college program activities.



# ORGANIZATION CHART

## TOURO UNIVERSITY CALIFORNIA



07-29-14

## IMPORTANT FACTS TO KNOW

### RIGHT TO REVISE

This employee handbook contains the employment policies and practices of the University in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

The University reserves the right to revise, delete, and add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Employees will receive written notification of changes in policies, procedures, work rules, or benefits as they occur and when the Handbook is updated annually.

### TOURO IS AN EMPLOYER AT-WILL

University personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the company. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the University has authority to enter into an agreement for employment other than on at-will terms. Only the President of the University has the authority to make any such agreement, which is binding only if it is in writing.

### EQUAL EMPLOYMENT OPPORTUNITY

Touro University California does not discriminate on the basis of race, color, national origin, religion, sex (including pregnancy or childbirth), gender identity or expression, marital status, disability, medical condition, genetic information, age, sexual orientation, veteran status, or any other status characteristic protected by applicable state, federal, or local laws in employment, or in admission, treatment or access to educational programs or activities. 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 population 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 nondiscrimination 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 , to the Human Resources Department, or to any other management representative with whom he or she feels comfortable. 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 University will make reasonable efforts to keep all such complaints, the results of any investigation, and the terms of any resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

## HARASSMENT-FREE WORKPLACE

Touro University California abides by federal and state laws which prohibit workplace harassment, including the California Fair Employment and Housing Act, Government Code Section 12940, *et. seq.*, and Title VII of the Civil Rights of 1964, as amended.

The University is committed to providing a work environment free of unlawful harassment. The University prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religion 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, ordinance, or regulation. All such harassment is unlawful. This policy applies to all persons involved in the operation of Touro University California and prohibits unlawful harassment by any employee of the University, 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.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

The above-described conduct constitutes harassment when:

- Submission to the conduct is made either an explicit or implicit term or condition of employment;
- Submission to or rejection of the conduct is used as the basis for an adverse employment decision affecting an employee; *or*
- The conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates 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 or to any other management representative with whom he or she feels comfortable 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. The University will make reasonable efforts to keep all such complaints, the results of any investigation, and the terms of any resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

If the University determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the University 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. The University will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The University encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Both the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment.

#### RETALIATION PROHIBITED

Employees who feel that they are being discriminated against or harassed for any reason should immediately report such conduct to their immediate supervisor or to any member of management or the Director of Human Resources Department.

Touro University California values an atmosphere of open communication for all employees; employees who report harassment and/or discrimination will not be retaliated against by management or any fellow employee. Making a report of harassment or discrimination will never, under any circumstances, be considered in decisions regarding hiring, firing, promotion, or any other term or condition of employment. Any employee who takes adverse action or otherwise retaliates against a subordinate or coworker because that person lodged a harassment

or discrimination complaint will be subject to appropriate discipline, up to and including termination.

## BULLYING PROHIBITED

In addition to harassment based, on a protected characteristic, Touro University California prohibits acts of bullying. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include, but are not limited to: screaming; swearing; name calling; stealing; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; and denying advancement.

Generally, bullying:

- Is committed by written, verbal, graphic, or physical acts (including electronically transmitted acts—e.g., using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device).
- Substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work.
- Adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, Touro University California also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a supervisor, management, or the Director of Human Resources. Reprisal or retaliation against any person who reports an act of bullying is prohibited.

Employees who engage in bullying will be subject to appropriate discipline, up to and including termination.

## DRUG-FREE WORK PLACE

The Drug-Free Work Place Act of 1988 requires that Touro University California maintain a drug-free work place and inform all employees of its drug policy.

In order to enforce this policy, the University reserves the right to conduct searches of University property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

The illegal use or abuse of drugs which impair an employee's ability to perform his or her job responsibilities is strictly prohibited. The unlawful sale, manufacture, possession, distribution or use of controlled substances on the University's campuses is strictly prohibited. Employees

convicted of any criminal drug violation are required to notify the University within five working days of the conviction. The University may then report this conviction to the appropriate agencies.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of the drug(s) used and potential side effects immediately before starting or resuming work. The employee need not disclose the condition(s) for which the drugs are being used. Following the required disclosure, the University will determine whether reasonable accommodations can be made which would allow the employee to perform his or her job safely.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

Although the use of medical marijuana is permitted by the state of California, its use is not permitted at Touro University California, or by any employee while at work, and can result in discipline, up to and including termination.

## DRUG OR ALCOHOL REHABILITATION

The University will encourage and reasonably accommodate employees with alcohol or drug dependencies, with a reasonable amount of time, to pursue treatment and/or rehabilitation, in accordance with California law. Employees desiring such assistance should request a treatment or rehabilitation leave. The University is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the University obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency, will not automatically receive a second opportunity to seek treatment and/or rehabilitation.

### Prior Treatment Nondiscrimination

Applicants for initial employment, or for transfer or promotion, who have a past history of substance abuse and who have demonstrated an ability to abstain from the substance, or who can provide medical assurance of acceptable control, may be considered for employment, transfer, or promotion as long as they are otherwise qualified for the position they are seeking. The individual's previous participation in a drug or alcohol treatment program will not be considered as a factor in any hiring, transfer, or promotion decision.

## DISABILITY ACCOMMODATION

Touro University California provides equal employment opportunities to, and does not discriminate against, applicants or employees with physical or mental disabilities with respect to: job application procedures, hiring, advancement, transfers, compensation, job training, discharge, and other terms, conditions and privileges of employment.

If an applicant or employee has a known qualifying disability which may result in one or more job-related limitations, the applicant or employee is encouraged to discuss the limitations with his or her hiring manager, supervisor or Human Resources representative. The University will engage in a good-faith interactive process with the applicant or employee to determine whether he or she can perform the essential functions of the position, with or without reasonable accommodation. The University will provide reasonable accommodation for known disabilities, unless (1) to do so would impose undue hardship on the University, or (2) it is determined that the applicant or employee could not perform his or her essential job duties in a manner that would not endanger his or her health or safety, or the health or safety of others, even with reasonable accommodation. Touro University will request that the treating medical provider verify any and all limitations, and that with accommodation, the employee is medically cleared to perform essential job duties.

Examples of potential reasonable accommodations include, but are not limited to, making existing facilities used by employees readily accessible to disabled individuals, job restructuring, part-time or modified work schedules, reassignment to a vacant position, and acquisition or modification of equipment or devices,. If more than one reasonable accommodation is available, the University will determine in its discretion which accommodation will be granted.

#### PREGNANCY AND LACTATION ACCOMMODATION

Besides pregnancy disability leave, discussed in the leave section of this handbook, Touro University California will make every effort to reasonably accommodate the limitations of pregnant employees who continue during pregnancy. Pregnant employees are strongly encouraged to consult their physician to determine what, if any, workplace accommodations may be necessary during pregnancy and to promptly notify the University of the need for such accommodation. Touro University California is committed to providing pregnant employees a work environment free from discrimination based on pregnancy status.

New-mother employees who are lactating are permitted breaks as needed to express breast milk during lactation and will be provided with private facilities to do so. Whenever possible, breast milk expression should take place during an employee's normally scheduled break periods.

#### IMMIGRATION LAW COMPLIANCE

It is Touro University California's policy to comply with the Immigration Reform and Control Act of 1986. The University is required to verify work authorization, identity, and citizenship of all employees and applicants for employment who are hired. A government Form 1-9 must be completed by every new employee prior to or no later than three days after the starting date. The Form 1-9 will be retained by the University's Department of Human Resources.

#### ELECTRONIC ASSETS USAGE POLICY

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

The University's Internet, E-mail and other electronic information systems and media, both hardware and software, are the sole property of the University and are intended solely for use in

conducting the University's business and promoting its educational goals. Employees should have no expectation of privacy in any information disseminated through the University's Internet or E-mail systems. In order to ensure compliance with this policy, the University reserves the right to monitor Internet usage and E-mail messages on its computer systems at any time, with or without notice to employees, and not necessarily in their presence.

The University's IT Department maintains the University email addresses of all current employees. Personal email addresses are not maintained by the IT department. Upon an employee's separation from the University, email will not be forwarded to any personal email accounts maintained by the employee.

Employees' use of the University's Internet, E-mail and other electronic information systems must conform to the University's code of conduct. In accordance with the University's Equal Employment Opportunity and Harassment-Free Workplace policies, the following usage of the University's Internet, E-mail and other electronic information systems is strictly prohibited:

- Transmission, receipt, or storage of any communications that are discriminatory, harassing, or defamatory
- Distribution or origination of personal chain letters
- Access or visits to social networking websites, chat rooms, or any electronic forum which features pornography, hate speech, or other lewd or obscene material
- Usage of the Internet or E-mail for purposes of personal gain or monetary profit
- Copying, retrieving, forwarding or sending material or data which is copyrighted, unless the employee has the author's permission or is accessing a single copy only for personal reference purposes
- Use of the Internet, E-mail or other electronic information systems to perpetrate or facilitate fraud or criminal conduct

Violation of this policy may result in the termination of Internet and E-mail access and/or disciplinary action, up to and including the termination of employment.

## SMOKING POLICY

Smoking of tobacco products, or electronic cigarettes, is not allowed on Touro University California property. This includes but is not limited to University buildings, University owned vehicles, outdoor facilities, or employee-owned vehicles parked on university property. Smoking is not allowed during school-sponsored outdoor gatherings. Smoking cessation strategies, and community referrals for assistance, can be provided by Human Resources, to individuals who wish to stop using tobacco products.



## HEALTH AND SAFETY

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety conscious at all times. Work-related injuries or illnesses must be immediately reported to the supervisor and to the Human Resources Department. In compliance with California Proposition 65, the University will notify employees in writing of any known exposure to chemicals known to cause cancer or reproductive toxicity. The university has an Illness, Injury Prevention Program posted on Blackboard.

## ERGONOMICS

The University is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The University will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. This University encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The University believes that reduction of ergonomic risk is instrumental to maintaining a sense of personal safety and well-being and is essential to business operations. Questions related to ergonomics should be directed to the Human Resources Department.

## CHILDREN IN THE WORKPLACE

The University campus is generally not a suitable or safe environment for minors, particularly young children. The presence of young children may interfere with the proper and efficient functioning of University operations and may subject the child to safety risks. University policy prohibits employees bringing children to the work site. An exception to this policy is only made for *Bring Your Child to Work Day* but children must be under the direct supervision of their parent at all times.

Employees who have emergency child care demands must notify their manager that they are unable to work and utilize vacation, personal days, sick time or unpaid leave as appropriate.

## THE UNIVERSITY CODE OF CONDUCT

The Touro University Code of Conduct applies to the entire University community including the student body, faculty, organizations and clubs, and all University employees. Members of the University community are expected to behave in the manner that is harmonious with and supportive of the activities and functions of an educational institution.

The following types of behavior are considered violations of the Touro University Code of Conduct and can result in disciplinary action up to and including immediate termination:

- (1) misuse, theft of, or damage of University records or property, or the property of another employee or student.

- (2) unauthorized access, use, or distribution of University property.
- (3) conduct which interferes with or obstructs the operation of the University or which threatens to interfere with the operation, administration or proper functioning of the University, its employees and/or students.
- (4) actions which cause or threaten physical or emotional harm to any employee or student of the University including but not limited to physical or sexual abuse, intimidation or any conduct which endangers the health, welfare or safety of any person.
- (5) threatening or causing bodily or emotional injury to students or employees of the University.
- (6) disorderly or abusive conduct in the classroom or on the University premises.
- (7) refusal to follow the lawful rules, regulations or policies of the University whether in writing or verbally communicated.
- (8) unauthorized sale or distribution or consumption of alcoholic beverages on the University premises.
- (9) use, possession, distribution, purchase or sale of illegal drugs including but not limited to barbiturates, amphetamines, marijuana, hallucinogens, opiates or any other addictive drugs or drug paraphernalia.
- (10) gambling in any form or the violation of any laws.
- (11) possession, distribution or sale of lethal weapons, incendiary devices, or explosives on University premises or while conducting University business.
- (12) tampering with or misusing fire-fighting equipment and/or safety equipment (such as alarm boxes and extinguishers).
- (13) participation in, furtherance of, or intent to engage in any illegal activity on the University's premises.
- (14) providing false information to University supervisors or officials, including the falsification of information on any of the University's applications, time sheets or job records, or false statements made to supervisors, officials or fellow employees.
- (15) refusal to present an official University form of identification when requested to do so by an authorized security guard or University officer.
- (16) gaining access to computer files or other University records other than those to which the employee has authorization, or providing such access to other parties.

- (17) sexual or other forms of harassment toward a staff member or student.
- (18) using racial, ethnic or religious slurs or discriminating against an employee or student.
- (19) conviction of a crime or other act of moral turpitude which indicates unfitness to work or raises a threat to the safety and well-being of the University, its employees, students and/or property.
- (20) failure to report to the University, within five (5) working days, a criminal conviction.

Individuals who engage in any of the conduct set forth above will be subject to disciplinary action, up to and including, verbal or written warning, paid or unpaid suspension, or the termination of employment. Nothing in this policy is intended to alter or modify the University's policy of "at will" employment.

## VIOLENCE IN THE WORKPLACE

The University believes that the safety and security of employees is paramount. Acts or threats of violence, including intimidation, harassment, and/or coercion, which involve or affect the University, or which occur on University property or in the conduct of University business, will not be tolerated. This prohibition applies to all persons involved in University operations, including, but not limited to the University's employees, consultants, vendors, and anyone else on University property or conducting University business off premises. Violations of this policy by any individual will lead to disciplinary and/or legal action as appropriate.

Workplace violence is any intentional act or threat that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created. Workplace violence may involve any threats or acts of violence occurring on University premises, regardless of the relationship between the employer and the parties involved in the incident.

### *Weapons*

No person may use or possess a weapon on any part of campus. For the purpose of this policy, weapons include, but are not limited to knives, firearms, ammunition or other dangerous devices, substances, materials, bombs, explosives or incendiary devices.

### *Reporting*

All incidents of workplace violence must be reported to the supervisor and to Human Resources. All reports of workplace violence will be taken seriously by the University and will be investigated promptly and thoroughly. In appropriate circumstances, the University will inform the reporting individual of the results of the investigation. To the extent possible, the University will maintain the confidentiality of the reporting employee and the investigation. The University may, however, need to disclose results in appropriate circumstances, for example, to protect

individual safety. The University will not tolerate retaliation against any employee who reports workplace violence or participates in any investigation thereof.

### *Enforcement*

Any person who engages in an act or threat of workplace violence on the University's property may be removed from the premises as quickly as safety permits and may be required, at the University's discretion, to remain off premises pending the outcome of an investigation of the incident. The University will take prompt and appropriate remedial action in response to any such conduct, including but not limited to, discipline or termination of the offender.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of the University should be interpreted in a manner that prevents the making of these necessary decisions. Moreover, the University reserves the right to address behavior that suggests a propensity towards violence even prior to any violent behavior occurring

## UNIVERSITY EMPLOYMENT

### EMPLOYMENT PROCESS

All applicants considered for employment are screened. References are verified and a background check, to verify education, previous employment, and DMV records is conducted by a private investigation company retained by the University. This investigation also verifies that the applicant has no criminal record. This procedure was implemented to ensure the safety of employees and students.

In accordance with the requirements of the Fair Credit Reporting Act and applicable state laws, job applicants shall be informed in writing and sign their consent to authorize the University to conduct a background check. In the event a job applicant is denied employment because of findings in their background check, the applicant shall have right to obtain a copy of the investigation report and the name, address, and telephone number of the company that conducted the investigation.

Touro University relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in Touro's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### REGULAR EMPLOYEES

Regular employees are those who are hired to work a regular schedule. Regular employees may be classified as full-time or part-time.

### FULL TIME EMPLOYEES

Regular full-time employees are those who are scheduled for and work 38 hours or more per week. Following the completion of the introductory period, regular full-time employees are eligible for employee benefits described in this handbook in accordance with the specific terms of the applicable benefit plans.

### PART TIME EMPLOYEES

Regular part-time employees are those who are scheduled for and work at least 20 hours per week but fewer than 38 hours per week. Part-time employees are eligible for benefits on a pro-rated basis.

### TEMPORARY EMPLOYEES

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

All employees are classified as exempt or nonexempt according to these definitions:

#### NON-EXEMPT EMPLOYEES

Regular or Temporary full or part-time employees who are subject to the provisions of federal and state law requiring the payment of daily and weekly overtime are considered to be nonexempt.

#### EXEMPT EMPLOYEES

Employees who are not subject to the provisions of federal and state law requiring the payment of overtime are considered exempt. In the university, exempt employees are usually administrators, managers, faculty and some administrative staff, depending on their specific job duties and responsibilities.

Questions about employee classification should be directed to the supervisor or the Human Resources department.

#### INTRODUCTORY PERIOD

All new employees must complete an introductory period designed to evaluate their ability, attendance, punctuality, and rapport with co-workers. The introductory period for new employees is a minimum of 90 business days of consecutive employment with the University and can be extended to up to one year by the supervisor if the employee is notified. Please note that completion of the introductory period does not guarantee employment for any specific period of time. Nothing in this policy is intended to modify or create any exceptions to Touro University's policy of employment at-will. Following satisfactory completion of the introductory period, the employee remains employed at will, which means employment may be terminated by the University or the employee, for any or no reason, with or without cause or notice.

Upon successful completion of the introductory period, full-time, employees will become eligible for full benefit coverage. Part-time employees are entitled to benefit coverage on a pro-rated basis. Medical benefits become effective the first of the month following 30 days of employment.

#### IDENTIFICATION CARDS

Identification cards are required for all Touro employees. ID cards can be clipped to clothing in easily visible locations or worn around the neck on a lanyard. Employee cards often provide electronic building access and should be maintained with care. ID cards help create a safe and secure campus environment since they identify employees (and students) to campus security personnel. If you are not wearing your ID badge in a visible location, you may be asked by security personnel to show your card before being granted building access. Campus security guards may also ask to search packages and bags prior to allowing entry into campus buildings.

## WORK HOURS

Working hours for most administrative staff are from 8:00 a.m. to 5:00 p.m., Monday through Thursday, and from 8:00 a.m. to 3:00 p.m. on Friday, with one hour for lunch. Some positions, such as in food service, information technology, custodial services, and maintenance may require a different work schedule to accomplish job responsibilities. This atypical work schedule is assigned by the Supervisor and has been pre-approved by the university. Employees are expected to report to work on time and work their full scheduled work shift.

Some personnel may be asked periodically to alter their regular work schedule, work overtime or work on Sunday to meet university needs. Supervisors will give the employee advance notice whenever possible and work with the employee to provide time off in lieu of paid overtime if the employee requests. Supervisors should notify the Human Resources Department regarding plans to change work schedules so the time keeping system can be adjusted.

The work week begins at 12:01 a.m. Sunday and ends at midnight the following Saturday.

## OVERTIME FOR NON-EXEMPT EMPLOYEES

Employees may occasionally be required to work overtime. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The University will attempt to distribute opportunities for overtime hours fairly and accommodate individual schedules when possible. All overtime work must be authorized in advance by a supervisor. The University provides compensation for overtime hours worked by non-exempt employees in accordance with state and federal laws as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

## REDUCED SALARY FOR EXEMPT EMPLOYEES

Exempt employees will receive their salary for any week in which they perform any work. For purposes of this policy, a week is Monday 12:01 a.m. through Sunday midnight. An employee will receive his or her full salary for any week in which an employee does any work, subject to the following rules:

- An employee's salary may be reduced for complete days of absence due to sick leave, vacations, and personal leave, before sick leave and vacation benefits accrue or after they are exhausted, and incomplete initial and final weeks of work; and
- An employee's salary will not be reduced due to partial weeks of work due to service as a juror, witness, or in the military.

Employees are encouraged to direct any questions or concerns regarding their pay to their supervisor or the Director of Human Resources.

## MEAL PERIODS

Employees who work six hours or more in a day are required to take a one-hour, duty-free meal break. Meal periods are unpaid and are automatically deducted in the time-keeping system. Employees who work more than 5 hours and less than 10 hours in a workday may take a one-hour, duty-free meal period. Employees who work more than 10 hours in a workday may take a second one-hour, duty-free meal period. Employees may leave the work site during their meal periods if they wish.

The waiver of meal periods in selected cases needs to be pre-arranged and approved by the employee, supervisor and university. Situations where a waiver of meal periods may be requested are: (1) an employee is scheduled to work more than 5 hours but no more than 6 hours in a workday; or (2) if an employee works more than 10 hours but no more than 12 hours in a workday, the second meal period may be waived provided the first meal period has been taken. If an employee works more than 12 hours in a work day, the employee must take and cannot waive either the first or second meal periods.

If for some reason a non-exempt employee is prohibited from taking a full and continuous one-hour meal period, the employee must notify the supervisor in writing before the end of the payroll period and note in the timekeeping system that the meal period was missed. Otherwise it is assumed that the meal period was taken as planned.

Non-exempt employees are entitled to one hour of premium pay at the regular rate of pay for each missed meal period (up to one premium per day, regardless of the number of breaks or meal periods missed) in addition to being paid for the time worked. An employee who refuses or neglects to take his or her meal periods may be subject to discipline, up to and including termination. Under certain circumstances, where business needs so require, the supervisor may authorize an employee to work through a meal or rest period and receive the missed meal period premium pay for that day.

## REST PERIODS

Employees are entitled to a duty-free rest break of 10 minutes for every four hours of work each workday, provided the employee works at least 3 ½ hours in a workday. This means that a nonexempt employee is entitled to two 10 minute, duty-free rest breaks for an 8-hour workday. Rest breaks should be taken as near the middle of each four-hour work period as possible and



may not be added to extend the length of a meal period or leave work early. Employees may not leave the university during rest breaks.

## ATTENDANCE AND PUNCTUALITY

Regular attendance and punctuality are essential conditions of employment. An unacceptable attendance record and/or excessive tardiness may result in an employee being terminated from their position. Three or more days of unexcused absence will result in disciplinary actions, up to and including suspension without pay or termination of employment.

Every effort should be made to schedule personal appointments with doctors, dentists, lawyers, and any other personal meetings after working hours or on weekends. When this is not possible, leave time may be used for this purpose. Non-exempt employees must use leave time for partial days absent.

If you cannot be at work as scheduled, notify your supervisor at least a half hour before your scheduled start time. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. The University reserves the right to request verification of injury or illness. Keep your supervisor informed about the necessary length of your absence.

If you fail to report for work without any notification to your supervisor, you may be considered to have abandoned your employment with the University.

If you are absent for three (3) or more consecutive days, you are required to provide a medical release before you return to work. If you are given a conditional medical release, your doctor must specify the conditions of the partial release, including any job-related limitations you may have.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to the University's operations. However, regular attendance and promptness are considered part of an employee's essential job functions.

## TIME SHEETS

Touro College & University System currently uses an online Leave & Accrual Tracking System (LATS). Administrative employees of Touro University California are required to use this system for time keeping and tracking use of leave banks. Time entered on the LATS time sheet must total 8 hours Monday through Thursday and 6 hours on Friday. If you take time off Monday – Thursday you must use 8 hours of your leave time and 6 hours of your leave time on Fridays.

Administrative employees are required to record their own time in and out, and all timekeeping should be accurate and precise. No one, regardless of circumstances, is permitted to record time for anyone else. Time sheets must be accurately and completely filled out and submitted to the supervisor following the end of the time sheet period.

## TELEPHONE

When employees conduct University business by telephone, they are an important representative of the campus and Touro System. A courteous, friendly voice, and ability to listen carefully to the caller, is an essential skill. Employees should keep personal calls, unrelated to University business, to a minimum, and should not make personal long distance calls. With employee cooperation, the University's telephone lines will be readily accessible. Also, use of Directory Assistance should be strictly limited, as this is an added expense to the University.

## DRESS GUIDELINES

All employees are representatives of Touro University California and should dress in an appropriate, professional manner. Obviously, clothing varies based on job duties, but there are some general guidelines to follow. Clothing should always be clean and well maintained. Avoid clothing which is ripped, torn, or too revealing. Halter tops, tank tops, shorts, beach sandals, sweat suits, jeans, and Spandex are not suitable for a professional environment and should not be worn to work. When necessary, supervisors should advise employees if their attire is unsuitable for the work environment.

## PERSONNEL FILES

All employee personnel, medical, workers' compensation, and payroll records will be kept private, unless disclosure is authorized in writing by the employee or required by law.

Although employee privacy is of uppermost concern for the University, employee information may be given to persons outside of the University at certain times. These include:

- Responses to subpoenas, court orders, or orders of administrative Government agencies
- In a lawsuit in which you and/or the University are parties
- To administer employee benefit plans
- To a healthcare provider

Personnel files of all University employees shall be maintained under secure conditions in the Human Resources Department and shall contain all official papers concerning appointment, recommendations, promotions, evaluations, and other matters concerning the professional, educational, and employment experiences of the employee. Files are available for inspection only to the individual employee and authorized administrative personnel. In addition, the University will provide an employee or a former employee with copies of his or her payroll records within 21 days of his or her written request. The contents of an employee's personnel file, except for letters of reference and certain other limited kinds of information, are open for his or her inspection, upon request, at reasonable times. An employee may request and receive from the University a copy of anything in his or her file. An employee may inspect only his or her own personnel file.

It is important that employees notify the Human Resources Department of any changes in home

address, phone number, marital status, dependents, insurance plan beneficiaries, etc. The file should always be current with this information.

## PRIVACY OF EMPLOYEE PERSONAL AND MEDICAL INFORMATION

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, is designed to protect the privacy of an individual's medical information. Touro University California complies with HIPAA. Only authorized personnel may have access to private employee medical information and records. Authorized employees must make every effort to keep such information private, confidential, and inaccessible to others.

Non-authorized employees who become aware of private medical information concerning a coworker, contractor, or other persons who do business with the University must not reveal that information to any other person, except to medical professionals or other first responders, as may be necessary in an emergency. Gossiping about or otherwise disclosing the private medical information of others, except in an emergency, may result in discipline, up to and including termination of employment.

The University will not, and no employee may, disclose private or personal information about any employee of the University to third parties without prior authorization from management. The University will disclose employee medical information only in limited circumstances. These circumstances are:

- In response to a subpoena or court order
- With prior authorization from the employee
- In a workers' compensation hearing
- If required by any other law

## NAMES AND ADDRESSES

The company is required by law to keep current all employee names and addresses. Employees are responsible for notifying the University in the event of a name or address change by filling out a new IRS Form W-4.

## EMPLOYEE REFERENCES

All inquiries for employment references (either personal or credit) made by outside organizations on behalf of a current or former employee must be directed to Human Resources. The Human Resources Department will only confirm job titles and dates of employment. Credit and compensation information will not be released without the written approval of the employee.

Managers shall not disclose any information regarding previous or current employees. Requests for salary information for credit purposes (mortgage loan application, credit cards, etc.) must be made by creditors in writing, with a signed release from the employee, and sent to the Human Resources Department.

## JOB PERFORMANCE

Employees are expected to perform their job in a competent, efficient manner, attending to the university's needs, standards and priorities. Job performance is evaluated annually and consists of a self-evaluation and supervisor evaluation. Performance evaluations will highlight employee strengths as well as areas for growth and performance improvement.

Occasionally, job performance is viewed as inadequate or unacceptable. Disciplinary action, up to and including suspension without pay or termination of employment, can result from:

1. Failure to perform a job in a competent, efficient manner;
2. Carelessness or negligence in performing job duties;
3. Insubordination, including but not limited to an employee's refusal or willful failure to complete an assigned task or comply with established procedures;
4. Performing work of a personal nature during office hours;
5. Violation of the Touro University Code of Conduct.

## CUSTOMER RELATIONS

Employees are expected to be polite, prompt, and attentive to every student and co-worker. This is a service business and everyone must remember that the customer - whether a potential student, a student or another employee - always comes first. Remember, while the customer is not always right, the customer is never wrong!

Students, co-workers and others are to be treated courteously and given proper attention at all times. Never regard a question or concern as an interruption or an annoyance. Employees must respond to inquiries, whether in person or by telephone, promptly and professionally. Never place a telephone caller on hold for an extended period of time. Direct incoming calls to the appropriate person and make sure the call is received.

## CONFIDENTIALITY AND SECURITY

Acceptance of employment with Touro University constitutes an agreement by the employee that he/she will maintain in strict confidence and not disclose any personal, confidential or proprietary information acquired in the course of employment, and that he/she will not do anything to breach the security of the University. This agreement continues to be binding on the employee after resignation or termination of employment.

Employees may have access to personal, confidential and/or proprietary information pertaining to the University, its vendors, students, or employees. Examples of such information may include, but are not limited to: personnel data, student academic records, financial data, protected health information, and information technology. Each employee is responsible for safeguarding personal, confidential or proprietary information obtained during employment. There is a responsibility to prevent disclosure of any such information unless it is necessary to do so in the

performance of duties. Access to confidential information should be on a “need-to-know” basis and must be authorized by the supervisor. Conduct in violation of this policy may result in immediate disciplinary action, up to and including, suspension without pay or termination. Any breach of this policy will not be tolerated and in appropriate circumstances legal action may be taken by the University.

## BUSINESS CONDUCT AND ETHICS

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with Touro University California because doing so may give the appearance of influencing business decisions, transactions or service. Questions regarding this should be directed to the supervisor or Human Resources Department.

## RELATIONS WITH THE MEDIA

All relations with newspapers, radio and television stations, and other media are coordinated through the Director of University Communications.

## EMPLOYER PROPERTY

University lockers, desks, computers, vehicles, voice mail, E-mail, Internet service, and other University equipment are the sole property of Touro University California and must be maintained according to University rules and regulations. They must be kept clean and are to be used solely for work-related purposes. The University reserves the right to inspect all University property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee’s presence. Employees should have no expectation of privacy with respect to any items, information or data stored in or on University property.

No personal locks may be used on University-provided lockers or cabinets unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a University locker or cabinet. The University periodically may need to assign and/or change “passwords” and personal codes for voice mail, e-mail, or computer systems. These communication technologies and related storage media and databases are to be used only for University business and they remain the property of the University. The University reserves the right to keep a record of all passwords and codes used and to override any such password system.

Prior authorization must be obtained before any University property may be removed from University premises. For security reasons, employees should not leave personal belongings of value in the workplace. The University will not be responsible for items that are lost or stolen. Personal items are subject to inspection and search, with or without notice or the employee’s prior consent. Employees whose position has been terminated should remove any personal items at the time they leave the University. Personal items left in the workplace are subject to disposal if not claimed at the time of termination.

## USE OF WIRELESS DEVICES WHILE DRIVING

The University prohibits the use of hand-held wireless devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on University business. Special care should be taken in situations where there is heavy traffic, inclement weather or the employee is driving in an unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of cellular phones while driving.

Under no circumstances are employees permitted to use “texting” devices to send, receive or review text or e-mail messages or review websites for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on university business.

## CONDUCTING PERSONAL BUSINESS

Employees are to conduct only University business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## PROGRESSIVE DISCIPLINE

Violation of University policies and rules may warrant disciplinary action. The University has established a system of progressive discipline that includes verbal warnings, written warnings, and suspension prior to termination. The system is not formal and the University may, in its sole discretion, utilize whatever form, level or series of disciplinary measures it deems appropriate in any given circumstances, up to, and including, immediate termination of employment without warning. The University’s policy of progressive discipline in no way limits or alters the University’s policy of at-will employment.

## TERMINATION OF EMPLOYMENT

In accordance with its policy of employment at will, Touro University reserves the right to terminate the employment of any employee at any time and for any reason, with or without notice or warning, in its sole discretion. Examples of factors which may result in the termination of employment include, but are not limited to:

- (a) Financial exigency on the part of Touro University;
- (b) Departmental reorganization which results in the elimination of the employee’s position;
- (c) Behavior which violates the University’s Code of Conduct;
- (d) Neglect of job duties or willful refusal to perform job duties;
- (e) Unsatisfactory job performance.

Terminated employees must return all University property before leaving the University. This

includes, but is not limited to: keys, ID cards, computing and office equipment, beepers, cell phones, pagers, and any other university property.

If an employee is terminated involuntarily, his or her paycheck will be available at the time of discharge. If an employee resigns, his or her paycheck will be available on the final day of work provided the employee has given at least 72 hours' prior notice. If an employee resigns without giving 72 hours' notice or fails to return to work, his or her paycheck will be made available at the University within 72 hours after the date when the employee is considered to have terminated, unless the employee requests in writing that his or her final paycheck be mailed. The employee's final paycheck will include payment for all wages owed and for any accrued but unused vacation time, less authorized and required deductions.

## EMPLOYEE COMPENSATION

### CLASSIFICATION

Under the provisions of the Fair Labor Standards Act (FLSA), the California Labor Code and the California Industrial Welfare Commission Wage Orders, all employees are classified as either "Exempt" or "Non-Exempt" from overtime pay and certain other wage and hour requirements.

An Exempt employee is one who is engaged in work classified as executive, administrative, professional, or computer professional, and is exempt from overtime and other wage-hour requirements recognized under Federal and/or California law. Other exemptions may be applicable for certain types of employees as provided by law. Exempt employees are paid on a salary basis.

A Non-Exempt employee is one who is engaged primarily in work that does not qualify under any of the above-mentioned exemptions, and therefore, is covered by laws pertaining to overtime pay and other wage-hour requirements. Non-exempt employees are paid on an hourly basis.

### PAYDAYS

Effective January 2015, all employees are paid every two weeks on Friday. Checks not picked up by 2:00PM on payday are mailed to the employee's home address on file with the University.

In addition to withholding for health or other benefits, taxes are withheld from the paycheck as follows:

#### FEDERAL INCOME TAX

An IRS W-4 form must be completed, dated and signed so that the correct amount of Federal income tax can be withheld from the paycheck. If there is a change in the number of exemptions, a new W-4 form must be filled out and submitted to the Human Resources Department.

#### CALIFORNIA STATE TAXES

The California State tax deductions are also based on the number of exemptions indicated on the W-4 form.

### SOCIAL SECURITY AND MEDICARE TAXES (FICA)

A percentage required by Federal law must be deducted by the University as the employee's contribution to Social Security and Medicare taxes. The University pays the government an amount equal to the one contributed by the employee.

### CALIFORNIA SHORT TERM DISABILITY

There is a deduction each pay period for your short term disability coverage under California State Disability law. In the event you are disabled, this insurance will pay you part of your salary for a period of time.

### GARNISHEES

Touro University is required by law to deduct from the salary of an employee any assignments or attachments ordered by agencies empowered to do so.

### AUTOMATIC DEPOSIT

Paychecks may be deposited directly into a bank account after completing a Direct Deposit Enrollment Form. The financial institution account number will be verified before the first direct deposit is made. Until that occurs, the employee will receive a regular paycheck. When the verification is complete, direct deposit will begin and the employee will receive a Direct Deposit Statement of Payments each payday.



## EMPLOYEE BENEFIT PROGRAMS

### OVERVIEW

A comprehensive benefits program has been established for regular, full-time employees of the University. Full-time employees are eligible for Dental, Vision, and Flexible Spending Account plans, as well as Life and Long Term Disability insurance, Retirement benefits and Tuition Remission. These benefits are effective on the first day of the month following satisfactory completion of the introductory period. Medical benefits are effective the first of the month following 30 days of employment.

The employee is responsible for filling out the enrollment forms for the various plans and returning them to the Human Resources Department within 30 days of their start date. Coverage is not automatic. In addition, employees can join the Qualified Tuition Reduction plan once a year during the open enrollment period.

Other benefits mandated by California laws are Short Term Disability, Workers Compensation and Unemployment benefits.

An employee who marries, obtains a registered domestic partner, or has a child while employed at Touro University can add his/her spouse, registered domestic partner, or child on the health coverage plan by filling out a form within 30 days of the event. Coverage is not automatic. This applies to health insurance and other fringe benefits.

The benefit descriptions below are solely for informational purposes. The terms and conditions of each specific benefit plan govern the administration and provision of benefits, and supersede any different or conflicting language in this Handbook. For information about any of the following benefits, please contact the Human Resources Department.

### HEALTH INSURANCE

Full-time and part-time regular employees and their dependents are eligible to join the employee-contributory Health Insurance plan. TUC currently offers Kaiser Permanente Direct, HMO and PPO health plans. This coverage is available for a charge, which is deductible from the paycheck on a pre-tax basis. Employees are advised to consult with the Department of Human Resources for the most up to date information regarding health benefits.

### COBRA

In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), Touro University provides extended health care coverage to employees and their dependents for certain qualifying events. The employee or dependent pays the full cost of coverage at the University's group rates plus a two percent (2%) administrative fee. The University provides each employee who terminates his/her employment a written notice describing rights granted under COBRA. The notice contains important information about the employee's rights and obligations.

Under COBRA, the employee and 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 employees and their dependents when employees terminate their employment while disabled.

In addition, COBRA coverage is available for 36 months for: 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; and 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 and/or HIPAA.

## DENTAL AND VISION INSURANCE

Full-time and part-time regular employees become eligible to purchase dental and vision insurance after successful completion of their introductory period. This coverage is fully paid for by the employee through a pre-tax payroll deduction.

## FLEXIBLE SPENDING ACCOUNTS

Touro University maintains a Flexible Spending Accounts program. Eligible employees may set aside an amount of money to be taken out of their paycheck, before taxes, for a medical, dependent care, or qualified transportation account. This money can be used for three purposes:

- a) For medical expenses not covered by insurance, such as deductibles and co-pays, dental care, eyeglasses or contact lenses.
- b) For dependent care for a child under the age of 13, a child older than 13 who is either physically or mentally disabled, or a dependent parent who is either physically or mentally disabled. Covered expenses include those for licensed nursery schools, day care centers or summer day camps and for centers that provide adult day care.

- c) For qualified transportation to and from work on a subway, train, bus, ferry; parking near or on Touro campus, or parking at a commuter lot where you transfer to mass transit or carpool.

Eligible full-time employees may only enroll in the Flexible Spending Account during the month of June or after successful completion of their 90 day introductory period. The plan year runs from July 1 through June 30. For either type of Flexible Spending Account, money is deducted on a pretax basis from each paycheck. A Reimbursement Claim Form is submitted to a third party plan administrator as expenses are incurred. If, by the end of the plan year, the claims submitted are less than the amount of the money deducted from the paycheck, the employee will forfeit the difference. For this reason, it is extremely important to estimate expenses carefully.

The limits set for the Flexible Spending Accounts are \$2,500 a year for medical and \$5,000 a year for dependent care. Participants can set aside up to \$245.00 each month to pay for qualified transportation expenses and up to \$245.00 each month to pay for qualified parking expenses.

## LIFE INSURANCE

**Basic Life Insurance:** All full-time employees of Touro University are enrolled in a Basic Life Insurance plan through The United States Life Insurance Company. The total dollar amount of the basic life insurance is equal to the base annual salary, up to a maximum of \$250,000. The premium for this benefit is paid by the University.

The premium paid by the University for Basic Life Insurance coverage in excess of \$50,000 is considered additional income. The value of this premium, which is determined by the IRS based on age, is reported on the IRS W-2 form and is subject to federal income tax.

**Supplemental Life Insurance:** Full-time employees have the option of purchasing Supplemental Life Insurance up to three times their annualized salary to a maximum of \$1,500,000 for combined Basic and Supplemental insurance. *Eligibility requirements apply.*

In addition, the University's insurance program covers accidental death and dismemberment. Benefits are payable under this plan if death, loss of a limb or eyesight are the result of an accident.

## SHORT TERM DISABILITY (STD)

Each employee contributes a portion of their income to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through payroll deductions. Disability insurance is payable when an employee cannot work because of illness or injury not caused by employment at Touro University California, or when entitled to temporary Workers' Compensation at a rate less than the daily Disability Benefit amount. Specific rules and regulations governing short term disability benefits are available from the Human Resource Department.

## LONG TERM DISABILITY (LTD)

Long term disability benefits start when the short term benefits stop after 26 weeks, or six

consecutive months of total disability. Documentation from a licensed physician stating the medical reasons for an inability to work and the length of time during which the person is expected to be disabled must be provided.

Benefits under the plan are equal to 50% of the base monthly salary, up to \$7,000 a month. Long Term Disability payments are fully taxable. This benefit is provided without charge to the employee.

## WORKERS COMPENSATION

Work-related medical leaves of absence are without pay from the University, but the employee may be entitled to disability payments under Touro's Workers' Compensation insurance policy. Touro University California 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 receipt of workers' compensation benefits, the employee needs to:

- Immediately report any work-related injury to the supervisor;
- Seek medical treatment and follow-up care if required, which may be directed by the University 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 the university with a certification from the health care provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of 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 taken leave, or if the employee's position has been eliminated or filled to avoid undermining the university's ability to operate 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 existing job because of a physical or mental disability, Touro University California will explore potential reasonable accommodation in accordance with its disability accommodation policy and applicable laws.

The law requires the university to notify its workers' compensation insurer of any concerns with respect to suspected false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement 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. Violation of this law may also subject the employee to immediate termination.

Touro University or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

#### UNEMPLOYMENT INSURANCE

This insurance is provided at no cost to the employee, in accordance with the California State law. Decisions concerning eligibility and amounts of unemployment insurance benefits are made by the California Employment Development Department.

#### TUITION REMISSION

After three (3) months of employment, and satisfactory completion of the Introductory Period, regular full-time employees and their dependent children and spouses may attend undergraduate programs of the University free of charge provided they satisfy the admission requirements and, once admitted, maintain good academic standing. However, the attendee must apply for applicable tuition assistance grants. The University will determine the amount of such grants before tuition remission funds are awarded. Eligibility for tuition remission will begin for the next scheduled semester and endure for the length of service of the employee. If the employee's service ends mid-semester, the tuition will be prorated and payment for the rest of the semester is due before final exams are administered.

Full-time employees, their spouses and dependent children enrolled in a professional or graduate program at the University will be granted a 25 percent tuition remission. Eligibility will begin for the next scheduled semester.

Employees may not take courses during their regular work hours. 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 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.

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 University maintains a Qualified Tuition Reduction Program. After successful completion of the introductory period, eligible employees may allocate a portion of their salary, on a pre-tax basis, to this program. This money can be used to pay tuition expenses of the employee, spouse or dependent children for education below the graduate level, or in the case of teaching or research assistants, at the graduate level. This reduction is in addition to any employee discount currently granted by the University. The University will pay the tuition directly to the selected educational institution. Employees can elect to participate in this program once a year in June for the fiscal year starting July 1. The University's obligation to make the monthly tuition payments to the designated education institution will continue as long as the person remains employed by the university. The maximum amount that can be allocated to this program is 40% of the annual salary.

Please note that salary is reduced by the amount allocated to the program. This will impact benefits, such as life insurance, short and long term disability, workers' compensation, and retirement contributions based on salary.

## RETIREMENT PLANS (403B)

The University has a tax-deferred savings program known as a 403B Retirement Savings Plan. The program allows employees to contribute part of their income into one or more investment plans offered on a pre-tax basis through payroll deduction. Contributions may be made 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:** The first of the month following a full-time, Part Time I and Part Time II employee's date of hire, you are eligible to participate in the University Supplemental Retirement Account on a pre-tax basis. There is no contribution made by the University at this time.

**RA :** After 18 months of service Touro will make a matching contribution to eligible employees (Full Time; Part Time I and Part Time II administrative employees), according to the formula below.

- If you defer 0-1%, Touro will not match
- If you defer 2%, Touro will match 2%
- If you defer 3%, Touro will match 3%
- If you defer 4%, Touro will match 4%
- If you defer 5% or more, Touro will match 5%

There is a choice of two investment firms: Fidelity Retirement Services and Teachers Insurance Annuity Association/University Retirement Equities Fund (TIAA/CREF).

Qualified Default Investment Alternative (QDIA): If the employee does not select an investment firm, retirement contributions will be automatically invested in the QDIA designated by Touro College.

## HOLIDAYS

A list of holidays is prepared by the Human Resources Department and distributed to employees before the 1<sup>st</sup> of each calendar year. Tour University California observes the following holidays:

New Year's Day  
Martin Luther King  
Presidents' Day  
Passover  
Shavuot  
Memorial Day  
Independence Day  
Labor Day  
Rosh Hashanah  
Yom Kippur  
Sukkot  
Thanksgiving – Thursday and Friday  
Floating Day

## VACATION

Regular full-time employees are eligible for and accrue paid vacation time in accordance with the following policy:

- First through fifth year: 76 hours per year;
- Sixth year through 10th year: 114 hours per year; and
- 11th year and thereafter: 152 hours per year.

Regular part-time employees are eligible to receive annual paid vacation time in accordance with the following policy:

- 20-29 hour positions 48 hours
- 30-37 hours positions 64 hours

Temporary employees are not eligible for and do not accrue paid vacation time. No vacation time may be taken by any employee until after completion of the first three months of employment. In the first five years of continuous employment, full-time employees will accrue vacation time at the rate of 2.93 hours bi-weekly. An employee who is scheduled for and works 38 hours per week will normally accrue 76 hours of vacation time in the first through fifth years of employment.

Beginning with the sixth year of continuous employment, full-time employees begin to accrue vacation time at the rate of 4.38 hours bi-weekly. An employee who is scheduled for and works an average of 38 hours per week will normally accrue 114 hours of vacation beginning in the sixth year of employment.

Beginning with the eleventh year of continuous employment, full-time employees begin to accrue vacation time at the rate of 5.85 hours bi-weekly. An employee who is scheduled for and works an average of 38 hours per week will normally accrue 152 hours of vacation beginning in the eleventh year of employment.

Vacation benefits do not accrue when an employee is on unpaid leave or other periods of unpaid absence. Employees who are absent from work for personal reasons (other than absences qualifying for sick leave) may have such absences charged against their vacation accrual, whether or not they have requested vacation time.

Vacation pay does not count as “hours worked” for the purpose of calculating overtime pay.

The University encourages employees to take vacation annually but vacations must be scheduled so there is adequate coverage of job responsibilities and staffing requirements are met. Supervisors must approve vacation time in advance.

Up to 266 hours of vacation may be accrued. Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used. Accrued vacation hours are tracked in the time keeping system.

Upon leaving the employment of the university, accrued vacation time will be paid up to the maximum accrual amount of 266 hours. No cash compensation is paid for unused vacation time except when an employee resigns or is terminated from employment.

## PERSONAL TIME

A full-time employee is credited with a maximum 22.80 hours of personal leave per year at the beginning of the new fiscal year (July 1). If work is started January 1 – March 15, the employee earns 11.4 hours of personal time for that fiscal year. Personal hours can be used by eligible employees for any reason (e.g., vacation, illness, medical appointments, personal business). Personal leave hours may not be taken by any employee until after satisfactory completion of the Introductory Period.

An employee cannot accrue more than 22.80 hours of personal leave per fiscal year. Upon voluntary or involuntary separation from the university, employees will be paid for unused personal leave hours.

Temporary and part-time employees are not eligible for and do not accrue personal days off.

Vacation and personal days must be requested in writing and approved in advance by the employee’s supervisor. A copy of the Leave Request must be turned in to the Human Resources department for attendance records.



## SICK LEAVE

A full-time employee is credited with 45.6 hours of paid sick leave per year at the beginning of the new fiscal year (July 1). Sick leave cannot be accrued. If employment begins on or after January 1, the employee is credited with 22.80 hours of sick leave for that fiscal year.

Regular part-time employees are eligible to receive annual paid sick time in accordance with the following policy:

- 20-29 hour/week positions 16 hours
- 30-37 hour/week positions 32 hours

Paid sick leave can only be taken after 3 months of employment and satisfactory completion of the Introductory Period.

Sick leave may be taken for a personal illness, a disability, or for family care or medical leave as described in the University's "Leaves of Absence" policy. Eligible employees may also use sick leave, in an amount not to exceed one-half of their annual accrual, to attend to an illness of a child, parent, spouse, or domestic partner of the employee. Absences for medical and dental appointments will be treated as sick leave.

Employees must report all absences from work to their supervisor prior to the start of business of the day in question. After using three consecutive days of sick leave an employee is required to bring a physician's note to the Human Resources Department.

Sick leave may not be used as vacation time, or combined with vacation and personal days to extend time away from campus.

Upon termination of employment, the employee will not be paid for unused sick leave.

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

	<u>Unused Sick Leave</u>	<u>Convert to Vacation Leave</u>
a.	30.40 hours	7.6 hours
b.	38.00 hours	15.2 hours
c.	45.60 hours	22.80 hours

Any unused accrued vacation time converted from sick leave will be paid to the employee upon termination of employment.

New employees will not be paid for sick, personal or vacation days during their introductory period.

Effective July 1, 2011, Touro administrative employees may opt to convert unused Sick Leave into a Catastrophic Leave bank on a 1 for 1 basis. The catastrophic leave balance may be used if an employee or an immediate family member is injured or has a serious illness as defined below:

Catastrophic illness or injury is defined for this Policy as an illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee's immediate family and, consequently, that incapacity requires the employee to take time off from work for an extended period of time to care for that family member. Immediate family member(s) For the purpose of this policy, Immediate Family Member is defined as: spouse, registered domestic partner, children and legal dependents.

Employees who experience a catastrophic illness or injury may be eligible to draw down against their catastrophic leave bank using the following procedures:

- Employees must first have exhausted all available vacation, regular sick and personal time available.
- Employees must submit the request in writing to Human Resources in New York.
- Illness or injury must be documented by a note from a licensed medical provider. Touro will have the right to have the documentation reviewed by a doctor of its choice.
- Decisions concerning the use of time from the catastrophic leave bank will be solely at Touro's discretion.

#### ORGAN/BONE MARROW DONOR LEAVE

Any employee undergoing an organ donation procedure or treatment related to organ donation may take up to 30 days of paid leave per calendar year related to the donation. Up to 10 days of an employee's accrued but unused leave time available at the time the leave is to be taken will be credited against the 30 days of donor leave available for organ donation.

Any employee undergoing a bone marrow donation procedure or treatment related to bone marrow donation may take up to 5 days of paid leave per calendar year related to the donation. Up to 2 days of an employee's accrued but unused leave time available, at the time the leave is to be taken, will be credited against the 5 days of donor leave available for bone marrow donation.

Donor leave is provided in addition to other paid leave benefits (including vacation and sick leave benefits) and is not counted as family and medical leave. Employees who take donor leave will not be retaliated or otherwise discriminated against for doing so.

#### MILITARY LEAVE OF ABSENCE

Employees who serve in the military and need to take leave for such service should contact the Human Resource Department for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law.

## MILITARY SPOUSE LEAVE

Under California law, qualified employees may request up to ten (10) days unpaid leave during that time in which the employee's spouse or registered domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualified employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the University with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the University certifying that the military member will be on military leave from deployment.

## FAMILY AND MEDICAL LEAVE

Touro University provides eligible employees leave under the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and in accordance with the California Pregnancy Disability Leave regulations (PDL).

### Eligibility, Length, and Qualifying Reasons For Leave

Under FMLA, an employee who has more than 12 months of service, and has worked at least 1,250 hours during the 12-month period immediately preceding the start of the leave, may take up to a maximum of 12 workweeks of unpaid leave for certain qualifying reasons within a 12-month period.

Leave is permitted for the birth or care of the employee's child within the first year of birth, the care of an adoptive or foster child within the first year of placement with the employee, the care of the employee's spouse, child, or parent who has a serious health condition, and/or the employee's own serious health condition.

CFRA generally provides the same leave as FMLA, but CFRA does not cover family or medical leave for pregnancy disability. Under CFRA, an eligible employee may also take up to 12 weeks of leave to care for a registered domestic partner with a serious health condition.

Touro calculates the 12-month period within which FMLA/CFRA leave may be taken on a rolling 12 month basis measured forward from the date an employee first uses FMLA/CFRA leave. Successive 12-month periods commence on the date of the 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.

An employee who is disabled by pregnancy, childbirth or related complications is entitled to up to four months of leave during the period of disability under the California Pregnancy Disability Leave (PDL) regulations. This leave runs concurrently with FMLA leave but is not counted as leave under CFRA. The employee is entitled to an additional 12 workweeks under CFRA for other family and medical leave purposes such as taking care of the newborn child within the first year of birth.

#### Definition of Serious Health Condition

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves:

- (1) overnight inpatient care and subsequent treatment, or
- (2) an incapacity of more than three consecutive calendar days that also involves two or more treatments, or one treatment with a regimen of continuing treatment by a health care provider; or
- (3) an incapacity due to pregnancy or for prenatal care; or
- (4) a chronic condition that requires periodic treatment by a health care provider, or extends over a period of time and may cause episodic rather than continuing periods of disability, such as asthma, diabetes, epilepsy, or
- (5) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or
- (6) multiple treatments such as for cancer, severe arthritis, kidney disease.

#### Notice By Employee

The employee’s initial request for FMLA/CFRA/PDL leave may be verbal or in writing, but in any case, must provide enough information to make the University aware of the employee’s need for leave.

If the need for leave is foreseeable (e.g., for an 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 provide his/her supervisor or Human Resources at least 30 calendar days advance notice 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 University operations. 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 30-day notice is not feasible (e.g., because of lack of knowledge of the leave effective date, a change in circumstances, or a medical emergency), the employee must give notice of the need for leave as soon as possible.

The employee should completely document each request for FMLA/CFRA/PDL leave on the University's application form and should ensure that the appropriate health care provider gives the University medical certification, if applicable, as soon as practicable.

#### Leave Designation and Notice By The University

Touro University is responsible for designating time off work, paid or unpaid, as FMLA/CFRA leave, and for giving the employee notice of the designation. Designation should occur as soon as the University has information that the time off qualifies as FMLA/CFRA leave. The University may conditionally designate time off work as FMLA/CFRA leave pending receipt of appropriate medical certification and eligibility determination.

If the University learns that an employee's absence was for a FMLA/CFRA leave-qualifying purpose after the absence has begun, the entire leave or some portion of the leave period may be retroactively counted as FMLA/CFRA leave, to the extent that the period qualified as FMLA/CFRA leave, and as long as a late or erroneous designation did not cause an employee to take leave he/she would not have taken if he/she had known the leave would be counted against his/her FMLA/CFRA entitlement.

An eligible employee who takes a leave for a FMLA/CFRA leave-qualifying reason cannot avoid having the time counted against his/her FMLA/CFRA entitlement by stating he/she does not want it considered as FMLA/CFRA leave.

In the event that an employee's request for leave under FMLA/CFRA is denied because the employee is not eligible, the University will notify the employee in writing of the denial and will include at least one reason why the employee is not eligible.

When providing the designation to the employee, the University will also provide written notice of the employee's rights and obligations during FMLA/CFRA/PDL leave.

#### Medical Certification

Touro University requires that an employee provide medical certification from his/her treating health care provider if: (1) the employee needs continuous or intermittent leave because of a serious health condition affecting the employee or his/her child, parent, spouse or domestic partner; or (2) the employee needs a reduced work schedule for the employee's own serious health condition.

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.

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.

When the employee's need for FMLA/CFRA/PDL leave is foreseeable, the employee must obtain the treating health care provider's medical certification and submit it to the University prior to the commencement of the leave. Untimely submission of medical certification may delay the commencement of FMLA/CFRA/PDL leave; or it may result in denial of FMLA/CFRA/PDL protection for the employee's absence, making the absence subject to University attendance policies.

When the employee's need for FMLA/CFRA/PDL leave is not foreseeable, the employee must provide the medical certification within 15 calendar days of the University's request for the medical certification. Untimely submission of medical certification may result in denial of FMLA/CFRA/PDL protection for the employee's absence, making the absence subject to University attendance policies.

Recertification by the treating health care provider may be required every 30 calendar days or sooner if: (1) the employee requests an extension of leave; or (2) there has been a significant change in circumstances, such as the duration or frequency of the absences or the severity of the condition; or (3) the University receives information that casts doubt on the employee's stated reason for the absence.

If an employee fails to provide appropriate medical certification, the University will provide the employee with a reasonable opportunity to cure any deficiency in a medical certification that is actually submitted. If no medical certification is provided or if the employee fails to cure the deficiency, the University may deny FMLA/CFRA/PDL protection for the employee's absence, and may impose corrective/disciplinary action for unauthorized absence, or the University may deny the employee reinstatement to work.

If leave is requested to attend to the employee's own serious health condition, the University may require, at its expense, a second opinion from a health care provider chosen by the University. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by the University. If the second opinion differs from the first opinion, the University 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 the University and the employee.

When both parents are employed by the University and request simultaneous leave for the birth or placement for adoption or foster care of a child, the University will not grant more than 12

workweeks total of family/medical leave for each employee.

#### Intermittent Leave or Reduced Work Schedule

Employees may take FMLA/CFRA 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 for the employee's own serious health condition, and the intermittent or reduced leave schedule is medically necessary as determined by the health care provider. The employee must make a reasonable effort to schedule the leave so as to minimize disruption to University operations.

When an exempt employee is on FMLA/CFRA leave and provides medical certification stating that he/she will need to work reduced hours, the employee's salary may be reduced proportionately for the hours not worked. Employees may substitute accrued paid time off benefits to avoid the loss of pay.

Under CFRA, an employee who wishes to take intermittent leave to care for and bond with a child within one year of the birth or placement of the child must take the leave in increments of two weeks or more at a time, with the exception that leaves of less than two weeks can be taken twice during the year.

Leave related to serious health conditions can be taken in increments of the shortest period for which the University's payroll system accounts.

#### Compensation Continuation During FMLA/CFRA Leave

An employee may be required to use, or elect to use, paid time off benefits as follows:

If leave is for the employee's own serious health condition, or to attend to the illness of the employee's child, parent or spouse, the employee must use available sick leave. Employees may use accrued vacation or other paid time off for leave taken for any FMLA/CFRA qualifying reason.

Employees on FMLA/CFRA leave will not continue to accrue vacation, sick leave, or other paid time off during the period of leave.

Employees may be able to receive income during the period of FMLA/CFRA leave from one of the following statutory disability programs: (1) State Disability Insurance or Unemployment Compensation Disability; and/or (2) Workers' Compensation; and/or (3) California Family Temporary Disability Insurance (FTDI).

Under FTDI, employees may be eligible to receive up to six weeks of partial pay for an otherwise unpaid leave of absence taken to care for a family member with a serious medical condition, or for the birth, adoption, or foster care placement of a child. These benefit payments are funded through payroll deductions and are administered by the California Employment Development Department (EDD). Qualified employees must apply directly to the EDD to receive these benefits. There is a seven-day waiting period to receive these benefits. Touro University requires the eligible employee to use up to two weeks of unused, accrued vacation during the leave period before qualifying for FTDI benefits. Paid leave taken under this program runs concurrently with FMLA and CFRA leave. For additional information about the FTDI

program, employees should contact the Human Resources Department.

#### Benefit Continuation During FMLA/CFRA Leave

Under FMLA/CFRA, the University is not required to maintain any benefits, other than health care, while an employee is on unpaid FMLA/CFRA leave. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health benefit plans in which he or she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The University will continue to make the same premium contribution as if the employee had continued working. The employee must continue to pay his/her portion of the monthly premium payment. Failure to pay your premium portion each month while on leave could result in termination of health benefit coverage. The continued participation in health benefits begins on the date leave first begins under FMLA/CFRA. In some instances, the University may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following the leave.

Employees on FMLA/CFRA leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the University by making monthly payments to the University for the amount of the applicable premium. Employees should contact the Human Resources Department for further information.

#### Pregnancy Disability Leave

An employee who is actually disabled by reason of pregnancy (including prenatal care), childbirth or related complications (such as severe morning sickness) is entitled to up to four months of leave during the period of disability under California Pregnancy Disability Leave (PDL) regulations. The actual duration of leave will be determined by the employee's health care provider. Up to 12 workweeks of this time is concurrently counted as leave under FMLA but is not counted as leave under CFRA. The employee is entitled to an additional 12 workweeks under CFRA for other family and medical leave purposes such as taking care of the newborn child within the first year of birth.

Leave does not need to be taken in one continuous period of time and may be taken intermittently as needed.

Unlike FMLA and CFRA, an eligible employee is entitled to PDL regardless of the length of her employment. An employee on a PDL must use all accrued sick leave hours during the period of leave. The employee may elect to use accrued vacation hours. Employees who need to take PDL are subject to the same notice requirements as apply to other types of FMLA/CFRA leave.

Touro University will provide reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions, with the advice of the employee's health care provider. If a pregnant employee so requests, upon the advice of her health care provider, the University will temporarily transfer her to a less strenuous or non-hazardous position for the duration of her pregnancy. However, the University is not required to create a position that otherwise would not have been created, to discharge another employee, transfer another employee with more seniority, or place the employee in a job she is not qualified to perform.



Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a PDL, the 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 PDL has no greater right to reinstatement than if the employee had been continuously employed.

#### Return from Leave and Reinstatement

An employee is encouraged to provide his/her supervisor with at least 14 calendar days' advance notice of the date on which he/she intends to return to work from FMLA/CFRA/PDL leave. The University requires reasonable notice (at least two business days) if there is a change in the date on which the employee will be ready and able to return to work. If the employee provides less notice of the intended return to work, the University may delay the date on which it reinstates the employee in order to allow two business days in which to make arrangements, such as scheduling adjustments, for the employee's return to work.

In cases of FMLA/CFRA/PDL leave taken for an employee's own serious health condition, the University may require an employee to submit medical certification from the employee's health care provider at or before the date of return to work indicating that the employee is fit to return to work either with or without work restrictions. If requested, the medical certification must generally be provided to the University when the health care provider advises the employee of the return to work date but no later than two business days prior to the expected return to work date. Delay by the employee in providing this certification may result in the University delaying the employee's return to work until such time as the certificate is obtained; if the employee fails or refuses to provide a return to work certification, the University may deny reinstatement and/or terminate employment.

Upon return from a FMLA/CFRA/PDL leave, the University will reinstate the employee to his/her former position, if available, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position will involve the same or substantially similar duties and responsibilities, and will entail substantially similar equivalent skill, effort, responsibility and authority.

An employee's use of FMLA/CFRA/PDL leave will not result in the loss of any employment benefit that the employee earned or was entitled to before commencing FMLA/CFRA/PDL leave.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA/CFRA/PDL leave period.

Reinstatement following FMLA/CFRA/PDL 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 University operations;

- The employee is notified of the University's intent to refuse reinstatement at the time the University determines the refusal is necessary; and
- If leave has already begun, the University gives the employee a reasonable opportunity to return to work following the notice described previously.

### Military Family Leave

Under the FMLA, eligible employees may be entitled to two types of military family leave:

(1) Military Caregiver Leave: An employee who is a spouse, son, daughter, parent, or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves, is entitled to up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member if the service member is: (a) undergoing medical treatment, recuperation, or therapy, (b) otherwise in outpatient status, or (c) otherwise on the temporary disability retired list for a serious injury or illness.

A "serious injury or illness" is one incurred by a member of the Armed Forces in the line of duty on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

The "single 12 month period" for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period (i.e., only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

(2) Qualifying Exigency Leave: An employee is entitled to up to 12 workweeks of unpaid leave to attend to qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active military duty in the National Guard or Reserves or has been notified of an impending call or order to active duty in the National Guard or Reserves) in support of a contingency operation.

Qualifying exigencies include: issues arising from a covered military member's short notice deployment (on seven or less days' notice); military events and related activities; certain childcare and related activities; making or updating financial and legal arrangements to address a military member's absence; attending counseling, the need for which arises from the military member's active duty or call to duty; taking up to five days of leave to spend time with a military member who is on short-term rest and recuperation leave during deployment; attending to certain post-deployment activities; and any other event that the employee and the University agree is a qualifying exigency.

The same employee notice requirements apply to these military family leaves as apply to other types of FMLA/CFRA leave.

## BEREAVEMENT LEAVE

In the event of death of an immediate member of the employee's family, the University grants up to five work days of paid leave. The University defines "immediate family" as the employee's spouse, registered domestic partner, parent, step parent, grandparent, child, step child, grandchild and sibling.

A two day leave with pay is granted in the event of death of a parent, step parent, grandparent, and sibling of the employee's spouse or registered domestic partner, and the spouse of an employee's sibling.

Employees may, with their supervisor's approval, get additional unpaid time off if necessary, or use their vacation and personal days.

## JURY DUTY

Employees called for jury duty will receive their full compensation for a period up to 21 days, unless they have already served on jury duty and such service ended less than 30 months from the start of the current service. Employees must present their jury duty summons to their supervisor and submit it to Human Resources prior to their reporting date.

## OTHER LEAVES OF ABSENCE

As required by and in accordance with state law, the University will also grant eligible employees leaves of absence for witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for leave related to domestic violence, or crime victims leave, literacy education, or any other leave required by law. Unless otherwise required by law, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should contact their supervisor or Human Resources.

## GRIEVANCE POLICY

An employee who is disciplined, suspended or terminated shall be entitled to a hearing before a Grievance Committee unless these actions were taken based on a violation of the University's Code of Conduct. Disciplinary actions taken against employees, who choose to file grievances with the Grievance Committee, shall remain in full force and effect until committee recommendations are conveyed to the Provost/COO who makes a final decision.

Before filing a petition with the Grievance Committee, the employee shall exhaust all administrative avenues for resolution, namely meeting first with the immediate supervisor and then with the senior administrator and Director of Human Resources if necessary.

The Grievance Committee shall be composed of three (3) individuals chosen by the Provost/COO in consultation with the Executive Council.

### Steps of Grievance Process

1. The employee shall submit in writing to the Director of Human Resources a petition summarizing the nature of the grievance and the failed attempts to resolve this informally through communication with supervisors and senior administrators.
2. The petition must be submitted within ten (10) working days of the date that the employee was disciplined, suspended, or had their position terminated.
3. The petition should state
  - a. The specific policy or established practice that has allegedly been violated.
  - b. The date of the alleged violation and the date on which the grievant became aware of the alleged violation
  - c. The facts related to the alleged violations
  - d. The person(s) against whom the grievance is filed
  - e. The good faith and reasonable steps that the grievant has taken to resolve the matter prior to taking it to the Grievance Committee and the outcome so those steps.
  - f. List of witnesses (if applicable)
  - g. Redress being sought
4. If there has been no violation of the university Code of Conduct, the Human Resources Director will notify the Provost/COO of the need to convene a Grievance Committee.
5. The Provost/COO will select members for the Grievance Committee in consultation with the university Executive Council.
6. The Grievance Committee shall hold a grievance hearing within ten (10) working days of receipt of the grievance petition.
7. The Committee will invite concerned parties and witnesses to the hearing. The employee may invite a non-legal representative to be present.
8. The Grievance Committee must render a written determination within five (5) working days of the hearing and forward it to the Provost/COO for a final decision regarding the personnel action taken..

## LEAVING THE UNIVERSITY

### TERMINATION

All University employees are employed at will, meaning that either the University or the employee may terminate the employment relationship at any time and for any reason, with or without cause or prior notice.

### RESIGNATION

An employee who has decided to resign from his/her employment with the University should notify his/her supervisor promptly once a decision has been made. The University encourages employees to provide a minimum of two weeks formal notice of resignation. The employee should submit a letter of resignation to his/her supervisor and the Human Resources Department. The letter should include the effective date of resignation and the reason(s) for the resignation.

If an employee resigns, his or her paycheck will be available on the final day of work provided the employee has given at least 72 hours' prior notice. If an employee resigns without giving 72 hours' notice or fails to return to work, his or her paycheck will be made available at the University within 72 hours after the date when the employment is considered to have terminated, unless the employee requests in writing that his or her final paycheck be mailed. The employee's final paycheck will include payment for all wages owed and for any accrued but unused personal and vacation time less authorized and required payroll deductions and withholdings.

Employees who are absent from work for three consecutive days without giving proper notice will be considered as having voluntarily resigned.

### BENEFITS UPON SEPARATION

All benefits terminate on the last day of the month in which employment ends.

If enrolled in medical plans, the employee will be offered a continuation of coverage for up to eighteen months under COBRA, but must pay the full premium cost.

If participating in retirement plans, the employee can either withdraw all funds from the account; keep the money invested with TIAA-CREF or Fidelity, or roll over the funds into another retirement plan or IRA. It is the employee's sole responsibility to contact the investment firm directly and give them your instructions.

Contributions to the Flexible Spending Accounts stop with the last paycheck. Medical, dependent care and qualified transportation claims must be submitted to **Benefits Resources Inc** for payment up to the amount accumulated in accounts.

Contributions to the Qualified Tuition Reduction plan also stop with your last paycheck and payments sent by Touro University to the educational institution your children, yourself or your spouse attend, will also stop. You must now make your payments directly to this institution.

## EXIT INTERVIEW

An employee who either resigns or is terminated from the employment of Touro University California must report to the Human Resources Department for an exit interview. At this time all, benefits, salary and vacation due the employee will be discussed.

Upon termination of employment an employee must return all property belonging to Touro. This includes, but is not limited to, badges, ID cards, parking permits, keys, books, materials and any other equipment provided to the employee to carry out their job duties, such as beepers, cell phones or radios.

## BENEFITS UPON REHIRING

If you leave Touro University, are eligible for rehire and are subsequently rehired, you may be given credit for previous service depending on your length of absence.

If you are rehired within six months of leaving the University, some of your benefits will be bridged as well as your seniority. You will have to complete three months of employment to be eligible for Medical, Life and Long Term Disability benefits, but you can join the retirement plan immediately. If your contribution to the retirement plan was matched, the match will be reinstated immediately. The accrual rate of vacation will also be reinstated.

If you are rehired after six months of leaving the University, none of the benefits, vacation accrual or seniority will be reinstated.

Employees who were terminated involuntarily for any reason are not eligible for re-hire under any circumstances.

## DEATH OF AN EMPLOYEE

In the event of an employee's death, a family member should call the Human Resources department as soon as possible. This department's staff will help the family file the necessary documents for a life insurance claim (full-time employee), and will also help in the settlement of salary and vacation pay due to the deceased employee.

TOURO UNIVERSITY CALIFORNIA  
EMPLOYEE HANDBOOK FOR ADMINISTRATIVE PERSONNEL  
ACKNOWLEDGEMENT FORM

I have received my copy of the University's Employee Handbook for Administrative Personnel and understand that the Handbook represents the summation of policies and procedures in effect at the time of publication. I also understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

With the exception of the at-will status of employment, I understand that policies, procedures and best practices evolve over time and revisions to the Handbook will be necessary. These will be circulated in writing and it is my responsibility to read and understand these communications.

I understand that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that employment at the University is employment at-will. Employment may be terminated at the will of either the University or by me.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Position \_\_\_\_\_