

LOS ANGELES, CALIFORNIA



EMPLOYEE HANDBOOK

Employee Handbook

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About the University

Mission Statement

The mission of Dongguk University Los Angeles is to:

1. Explore and embody the principles and practices of traditional East Asian medicine;
2. Develop a community of skilled medical practitioners; and
3. Provide accessible health care services to the local community.

History of DULA

DULA is one of the oldest institutions of its kind in the United States. Its roots reach back to 1979 when Dr. Harvart R. Hongo began teaching the fundamentals of Acupuncture and Oriental Medicine at what was then known as the Sei Shin Acupuncture Clinic. Enthralled by the efficacy of Acupuncture and Oriental Medicine and wanting to learn more, Dr. Hongo's patients encouraged him to open an educational institution whereby teaching of the healing arts could be combined with formal research and low-cost healthcare to the community at large. What materialized in 1979 was the founding of Royal University of America, consisting of three faculty members and eleven students. DULA has come a long way since then. In 1997, Royal University of America was acquired by Dongguk University, which is a century old and prestigious University located in Seoul, Korea. For many years Dongguk University has enjoyed international renown for its Doctoral program in Oriental Medicine at its College of Oriental Medicine. Through participation on DULA's board of directors, Dongguk University's experience and knowledge has and will continue to enhance DULA's ability to achieve its educational mission and objectives.

DULA Trade Name

DULA identifies itself uniquely through use of an official logo on letterhead, envelopes, brochures, publications, transcripts, business cards, etc. All official DULA documents will bear the logo and will be used only by DULA authorized administrative officials. The logo is considered property of DULA and as such may only be used under proper DULA authority. The official logo and name of the institution may not be used for private purposes without the written consent and approval of an appropriate DULA official.

Faculty/Staff Use of DULA Trade Name

Use of the DULA trade name in non-DULA related publications of any kind by a DULA faculty or staff person may be permitted only with the approval of the President prior to such

publication. Upon leaving the employ of DULA, former faculty or staff must remove any reference to DULA in any non-DULA related publications, unless prior approval of the President is obtained.

Background Screening

To ensure that employees of the DULA continue to be qualified and continue to have a strong potential to be productive and successful, to further ensure that the DULA maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment or retention, the DULA reserves the right to conduct background screening on all of its employees. Background reports on applicants and current employees can be vital tools for the DULA, both during the hiring process and during the employment relationship itself. In response to the explosion of identity theft, and in order to protect the privacy and accuracy of information gathered about employees, federal and state governments have enacted laws to protect applicants' and employees' privacy rights. Therefore, all background screening will be conducted in accordance with the Fair Credit Reporting Act ("FCRA"), with the California Investigative Consumer Reporting Agencies Act ("ICRAA"), and with the California Consumer Credit Reporting Agencies Act ("CCRAA"). Careful individual assessment will be conducted to ensure that any employment decision based on background screening is job-related.

Let's Communicate

Employee Relations Philosophy

We are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. Over the years, our University has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We will continue to look to our employees for ideas about how to improve all areas of our business -- in areas like customer service, safety, efficiency, and employee relations.

If You Have a Question

We encourage you to discuss questions or concerns regarding handbook, your job, or any work-related issues you may experience with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact the Human Resources Manager. Finally, if you still feel the need to speak to other members of management, we encourage you to contact the President.

If you have a complaint of harassment, discrimination or accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination and Retaliation in this handbook.

The University takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of retaliation.

Please note that the University utilizes private, binding arbitration for employee disputes that cannot be resolved by other means, and which would otherwise be subject to resolution in court.

What You Can Expect From Us

Introductory Period

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this first ninety (90) days, your job performance, attendance, attitude and overall interest in your job will be assessed. Employees who fail to demonstrate the expected commitment, performance and attitude may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and the University has the same right.

During the introductory period, you may not be eligible for certain University benefits.

As a result of an excused absence during your introductory period or for other reasons identified by management, the University may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Equal Employment Opportunity Policy

We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex (including breast feeding and related medical conditions), gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Requests for Accommodation

The University is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees’, unpaid interns’ and volunteers’ religious beliefs and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The University will provide a reasonable accommodation for any known physical or mental disability

of a qualified individual and/or employees' religious beliefs and observances, provided the requested accommodation does not create an undue hardship for the University and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify the Human Resources Manager. Once the University is aware of the need for an accommodation, the University will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the University immediately by speaking to the Human Resources Manager. You are encouraged to utilize this procedure without fear of retaliation.

Policy Against Unlawful Harassment, Discrimination and Retaliation

The University is committed to providing a work environment that is free of unlawful harassment, discrimination and retaliation. In furtherance of this commitment, the University strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race, religion, color, sex (including breast feeding and related medical conditions), gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other category protected by applicable state or federal law.

The University's policy against unlawful harassment, discrimination and retaliation applies to all employees, including supervisors and managers, as well as to all unpaid interns and volunteers. The University prohibits managers, supervisors and employees from harassing co-workers as well as the University's students, patients, vendors, suppliers, independent contractors and others doing business with the University. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The University likewise prohibits its students, patients, vendors, suppliers, independent contractors and others doing business with the University from harassing our employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity;

- visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, groping, assault, or blocking movement;
- physical or verbal abuse concerning an individual's gender, gender identity or gender expression; and
- verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the University strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- racial or ethnic slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- inappropriate verbal, graphic, or physical conduct;
- sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and
- other harassing conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: The University is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not

limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the University regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the University regarding alleged unlawful activity;
- Providing notice to the University regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The University is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and observances.

When being Harassed and Discriminated

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against or Retaliated Against?

If you feel that you are being or have been harassed, discriminated against or retaliated against in violation of this policy by another employee, supervisor, manager or third party doing business with the University, you should immediately contact the Title IX Coordinator. In addition, if you observe harassment by another employee, supervisor, manager or non-employee, please report the incident immediately to the individual listed above.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to the Title IX Coordinator.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take whatever steps are necessary to address the situation. The University takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The University

prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the University's need to conduct an adequate investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

For more information please refer to University policy handbook.

The Age Discrimination Act of 1975

The Age Discrimination Act of 1975 prohibits discrimination on the basis of age (all ages) in programs and activities receiving federal financial assistance. The Act provides for some exceptions. Age distinctions in legislation, statute or ordinance adopted by elected officials that provide benefits based on age, establish criteria for participation in age-related terms or describe intended beneficiaries or target groups in age-related terms are not prohibited. The Age Discrimination Act of 1975 also does not cover employment discrimination.

The **U.S. Department of Education Office for Civil Rights (OCR)** is the enforcement agency for higher education.

Title VI : Title VI of the Civil Rights Act of 1964

It is the policy of Dongguk University to comply with Title VI of the Civil Rights Act of 1964 and its regulations, which prohibit unlawful discrimination on the basis of race, color, and national origin. The HR Office, who has been appointed to coordinate the University's efforts to comply with the law. Anyone who believes that Dongguk is not in compliance with Title VI and its regulations should contact HR Office with any questions or concerns you have about potential age discrimination at the University. If you believe that you have been discriminated against based on age, you may **submit a report to HR Office**

Title IX Laws & Policies

Federal Law

Title IX of the Education Amendments of 1972 is a federal law that prohibits discrimination on the basis of gender or sex in all education programs and activities operated by the University (both on and off campus). This includes employment, academic, educational,

extracurricular and athletic activities. Title IX protects all people regardless of their sex and gender identity or expression, or sexual orientation from sex discrimination, which includes sexual harassment, sexual misconduct, and gender based dating and domestic violence and stalking.

Additionally, Title IX prohibits retaliation against those that file a complaint or participate in the filing of a complaint of sex discrimination.

For more information about Title IX, visit the U.S. Department of Education's website.

https://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html

Violence Against Women Reauthorization Act of 2013 is an amended Jeanne Clery Disclosure of Campus Security and Crime Statistics Act, commonly called the Clery Act.

Clery Act clarifies that "sexual violence" includes domestic violence, dating violence and stalking, which must be included in campus Clery reports, and also requires that institutional policies address and prevent sexual violence through training, education, and certain discipline procedures.

State Law

The California Equity in Higher Education Act prohibits discrimination based on any protected status, including gender or sex, in all postsecondary institutions in the state.

California Education Code § 67385.7 *et seq.* requires the Dongguk University to provide educational and preventive information about sexual violence to students.

Fair Labor Standards Act (FLSA)

I. Summary

Since 1986 court decision, the Dongguk University has been subject to the provisions of FLSA and its subsequent amendments. Examples of FLSA provisions are:

1. Definitions of employees who are non-exempt and subject to the provisions of FLSA, as well as those who are Exempt from the FLSA
2. Definitions of workweek, hours of work, and overtime
3. Definitions of the appropriate rate of compensation for non-exempt employees
4. Accrual of compensatory time off banks and accrual limits
5. Record keeping requirements
6. Basis for policy and collective bargaining agreement language on overtime

7. Penalties for willful violation of the Act

II. Related Policies, Contract Articles and References

1. Fair Labor Standards Act (FLSA) <http://www.dol.gov/whd/flsa/index.htm>
2. FLSA 516 – Records to Be Kept by Employers http://www.dol.gov/dol/cfr/title_29/chapter_v.htm
3. US Department of Labor, Employment Standards Administration, Wage and Hour Division
4. Fact Sheet 21 – Recordkeeping Requirements under the FLSA <http://www.dol.gov/whd/regs/compliance/whdfs21.pdf>

FLSA EXEMPTION DEFINITIONS

Each classification title has been designated as either non-exempt or exempt. The campus Title and Pay Plan(s) list the overtime exemption status code under the category OES. The code is listed as either **N** (Non-Exempt) or **E** (Exempt).

Non Exempt Employees:

Employees who, based on duties performed and manner of compensation, shall be subject to all FLSA provisions. Non-Exempt employees are characterized by the following:

1. Are treated as “hourly”, as defined by FLSA – compensation varies depending on the number of hours worked
2. Receive overtime compensation or compensatory time off per management discretion, collective bargaining or pursuant to compensation or compensatory time off Agreement
3. Required to record all time worked and leaves used on an hourly and fractional ($\frac{1}{4}$) hourly basis
4. Leave balances for absences of less than a day are deducted and pay is subject to docking if leave balances are exhausted;
5. Corrective action - suspensions without pay for periods of one day or more are permitted. An employee with a work period of six (6) continuous hours or more receives a one half-hour meal period
6. An employee on a standard or alternate full-time work schedule is granted “two-15 minute” rest periods. Part-time employees may be granted 15 minute rest periods for each work period of three (3) continuous hours or more, not to exceed two rest periods a day
7. Eligible for shift differential, on-call pay, call back time, pay for working on a holiday

Exempt Employees:

Employees who, based on duties performed and manner of compensation, shall be exempt from the FLSA minimum wage and overtime provisions. Exempt employees are characterized by the following:

1. Are treated as “salaried”, as defined by FLSA – paid an established monthly or annual salary
2. Expected to fulfill the duties of their positions regardless of hours worked
3. Not eligible to receive overtime compensation or compensatory time off
4. Not required to adhere to strict time, record keeping, and attendance rules for pay purposes
5. Leave balances are not deducted for absences of less than a full day or in increments not less than that portion of the day during which an employee on less than full-time pay status is normally scheduled to work
6. Leave balances for absences of less than a full day are not deducted from pay
7. Corrective action – suspensions without pay are generally not permitted for less than one full work week

Genetic Information Nondiscrimination Act (GINA)

Overview

The Genetic Information Nondiscrimination Act of 2008 ([GINA](#)) is a Federal law that aims to prohibit discrimination in health coverage and employment based upon genetic information. This guidance is specific to research involving genetic testing. It will describe GINA and provide consent form content related to GINA.

Definitions

Genetic test is defined as an analysis of human DNA, RNA, chromosomes, proteins, or metabolites that detect genotypes, mutations, or chromosomal changes.

A **manifest disease or disorder** refers to an ailment that is apparent through the appearance of symptoms that could reasonably be detected by a health care professional with appropriate training and expertise in the field of medicine.

Genetic information is defined as information about:

1. An individual's genetic tests (including genetic tests done as part of a research study);
2. Genetic tests of an individual's family members (defined as dependents and up to and including 4th degree relatives);
3. Genetic tests of any fetus of an individual or family member who is a pregnant woman, and genetic tests of any embryo legally held by an individual or family member utilizing assisted reproductive technology;
4. The manifestation of a disease or disorder in an individual's family members (family history);
or

5. Any request for, or receipt of, genetic services or participation in clinical research that includes genetic services (genetic testing, counseling, or education) by an individual or an individual's family members.

*Genetic information does not include information about the sex or age of any individual. The results of routine tests that do not measure DNA, RNA, or chromosomal changes, such as complete blood counts, cholesterol tests, and liver-function tests, are also not protected under GINA.

Genetic Information Nondiscrimination Act (GINA)

Genetic Information Nondiscrimination Act of 2008 (GINA) is an Act of Congress in the United States designed to prohibit some types of genetic discrimination. The act restricts the use of genetic information in health insurance and employment: 1) it prohibits group health plans and health insurers from denying coverage to a healthy individual or charging that person higher premiums based solely on a genetic predisposition to developing a disease in the future, and 2) it bars employers from using individuals' genetic information when making hiring, firing, job placement, or promotion decisions.

**GINA does not cover genetic testing for already manifest diseases and disorders or pathological conditions that could reasonably be detected by a health care professional with appropriate training and expertise in the field of medicine. GINA only covers genetic testing of diseases and disorders that have not yet manifest.*

Informed Consent

When investigators develop consent processes and documents for genetic research, they should consider whether and how the protections provided by GINA should be reflected in the consent document's description of risks and provisions for assuring the confidentiality of the data.

Investigators must ensure that descriptions of the reasonably foreseeable risks of genetic research and measures to protect confidentiality of records identifying the subject do not overstate the protections provided by GINA.

Note: When developing a consent form that addresses possible future genetic research or sharing with other researchers, GINA language should be included if research could be done on conditions that have not yet manifest even if the current research is only on conditions that have already manifest.

Below is suggested sample language investigators should consider including in their consent document, if appropriate:

A federal law, called the Genetic Information Nondiscrimination Act (GINA), helps to reduce the risk of discrimination by health insurers and most employers based on

your genetic information. This law will protect you in the following ways:

1. Health insurance companies and group health plans may not request your genetic information that we get from this research.
2. Health insurance companies and group health plans may not use your genetic information that we get from this research when making decisions regarding your eligibility or premiums.
3. Employers with 15 or more employees may not use your genetic information that we get from this research when making a decision to hire, promote, or fire you or when setting the terms of your employment.

Be aware that this federal law does not protect you against genetic discrimination by companies that sell life insurance, disability insurance, or long-term care insurance, nor does it protect you against genetic discrimination by all employers. GINA also does not protect you against discrimination based on an already-diagnosed genetic condition or disease.

Affordable Care Act Policy

I. The Law

The Patient Protection and Affordable Care Act (PPACA), more commonly called the [Affordable Care Act](#) (ACA) is federal legislation signed into law by President Obama in March 2010. This comprehensive healthcare reform law aims to expand Americans' access to affordable healthcare insurance. Some of the changes resulting from the law are already in effect, and others will go into effect over a period of years.

The Individual Mandate became effective January 1, 2014 and requires most Americans to have medical insurance, otherwise they may be subject to a tax penalty. The Employer Mandate requires an employer with 50 or more full-time employees to offer affordable, minimal value health insurance to employees and their children up to age 26 and is referred to as the Employer Shared Responsibility (ESR). This portion of the law became effective January 1, 2015 and includes employer penalties and reporting requirements.

Employers subject to the ESR are required to measure an employee's hours of service over a period of time and if the employee is determined to be full-time (for ACA: 30 hours per week), offer coverage to that employee for an equal period of time regardless of the number of hours worked during that period as long as the employee is still employed.

The law has no effect on the eligibility of employees currently in an employment category that is eligible for healthcare coverage. Under the ACA, employees that are not already health-benefit eligible may now qualify for medical insurance. Examples of employees that may now qualify for medical insurance include: adjunct faculty, contract employees, student workers, and other temporary employees.

The information below explains how the ACA will affect our current faculty, staff and students, and things to consider when hiring. The information is based on the most recent guidance from federal agencies and will be updated as necessary.

II. Terms & Definitions

A. Hours of Service:

An hour of service is each hour for which an employee is paid, or entitled to payment, for the performance of duties or for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

B. ACA Full-time Employee:

1. **At time of hire:** An employee who, at the time of hire, is “reasonably expected” to be employed for 30 hours or more per week on average. Health insurance coverage must be offered—excludes seasonal employees.
2. **Subject to Measurement:** An employee whose service hours, after a review during the applicable measurement period, is determined to have averaged 30 hours or more per week. (Must be offered health insurance coverage regardless of current service hours expected)

C. ACA Part-time Employee:

An employee who is “reasonably expected” to be employed on average less than 30 hours per week, based on the facts and circumstances at the time of hire; subject to hours of service measurement.

D. Evergreen Employee:

An employee who is employed in a health-benefit eligible employee class and will not have hours of service measured for ACA purposes.

E. Variable-Hour Employee:

An employee whose hours are expected to fluctuate during employment, including all non-evergreen employees. All variable-hour employees shall be subject to hours measurement.

1. **Selected Hourly Employee:** A student employee or a regular employee who is employed half-time or less.
2. **Temporary Employee:** An employee who is expected to be employed for five months or less with pre-determined minimum breaks between periods of employment (see section III-B-2).
3. **Contract Employee:** An employee is who an adjunct faculty or staff contract/project based.

F. New Employee/Rehire:

An employee that is either new to the employer or an employee who resumes work after a pre-determined minimum break of 4 to less than 26 weeks, or a break of 26 weeks or more.

G. Ongoing/Continuing Employee:

An employee that has been employed for at least one complete standard measurement period without a qualifying break in service.

H. Employment Break Period:

A period of at least four consecutive weeks, during which an employee has no hours of service. There are specific rules that regulate the length of these breaks in educational organizations.

1. Qualifying break: A break which qualifies an employee to be considered a rehire, initiating a new IMP (see below).
2. Non-qualifying break: A break which does not qualify them to be considered a rehire; classification remains ongoing/continuing.

I. Measurement Periods

(also referred to as the “look back period”):

1. Measurement Period – the period of time during which a variable-hour employee’s hours are measured to determine potential future eligibility for access to ACA healthcare coverage. Employee must not have a qualifying break in service of 4 to less than 26 weeks during this time period.
 - a. Initial Measurement Period (IMP): For new employees, the initial 12-month measurement period will begin on the first of the month after the employee’s hire date.
 - b. Standard Measurement Period (SMP): For ongoing employees, this is a 12-month period beginning at the same time of year for all variable-hour employees.

J. Administrative Period:

1. Administrative Period – the period of time allowed for employers to take administrative steps to evaluate eligibility and to complete the benefit enrollment process.
 - a. Initial Administrative Period (IAP): For new employees, the initial measurement period and the administrative period combined cannot exceed 13 months from the beginning of the employee’s IMP.
 - b. Standard Administrative Period (SAP): For ongoing employees, this is the period immediately following the end of the standard measurement period and ending immediately before the start of the associated stability period.

K. Stability Periods:

1. Stability Period – the period of time following the Administrative Period where, if the variable hour employee was determined to be “ACA Full-time”, the employee is eligible for ACA healthcare coverage regardless of hours worked during this period, so long as they remain employed in any capacity. This period is of equal length to the Measurement Period.
 - a. Initial Stability Period (ISP): For new employees, this is the 12-month period beginning at the end of the IAP.
 - b. Standard Stability Period (SSP): For ongoing employees, this is a 12-month period beginning at the same time of year for all variable-hour employees deemed eligible for coverage.

III. Hiring/Employment

A. Eligibility

1. Immediate eligibility – if a variable-hour employee is expected, at the time of being newly hired or appointed, to be employed an average of 30 hours per week or more, the employee will become immediately eligible to enroll for healthcare coverage, effective on the corresponding eligibility date. If the employee at any point within the IMP, due to a change in assignment or status, is expected to be employed an average of 30 hours per week or more, they also become immediately eligible for coverage.
2. Eligibility subject to measurement – variable-hour employees who do not qualify for immediate eligibility are subject to a measurement period. If during the administrative period it is determined that they incurred service hours of 30 hours or more per week during the measurement period, they will be eligible for coverage beginning with the corresponding stability period.

B. Affected Employee Classifications (ECLS)

Variable-hour Employees

The procedures below are meant to highlight the types of earnings that are typical for each of these employment classes. Measurement takes into account hours worked across all university jobs and it is between the employee and the department to ensure that all job types are taken into account in determining weekly service hours.

1. Part-time Regular Employees

Regular hourly under half-time and half-time employees will be measured to ensure that they are under ACA full-time for all positions on campus.

Reporting procedure: All service hours must be reported through the time clock system.

2. Temporary Non-student Employees

Temporary assignment(s) that is for five months or less. Initial eligibility and measurement rules will apply.

Reporting procedure: All service hours must be reported through the time clock system.

- a. Full-time: An employee who is reasonably expected to be employed for 30 hours or more per week; an administrative decision was reached to no longer hire full-time temporary employees (see the only exempting provision below in “Seasonal employees”).
- b. Part-time: An employee who is reasonably expected to be employed less than 30 hours per week.
- c. Seasonal employee: An employee who is reasonably expected to be employed for 30 hours or more per week in a position for which the customary annual employment is five months or less and that period should begin each calendar year in approximately the same part of the year, such as summer or winter (academic year employees of educational organizations cannot be treated as seasonal employees)

3. Adjunct Faculty

Employees who are contracted to teach courses, including student employees who are the teacher of record, are considered adjunct faculty. ACA allows the university to calculate service hours based on credit hours. DULA uses a formula that applies a 3:1 ratio of service hours (per week) to credit hours taught. The 3.0 hours includes 2.25 hours for class/prep/grading time plus 0.75 hours for time outside of the classroom, e.g. office hours/faculty meeting time. Campus teaching load must be less than 10 credit hours per semester—exceptions may be allowed with the understanding that they may trigger eligibility.

Reporting procedure: Submit a completed faculty contract form (*MUST use current form, old forms will NOT be accepted*), indicating number of credits and total hours of service based on the 3:1 formula.

4. Student Employees

Student positions are expected to be paid on an hourly basis, with limited exceptions (e.g. student teaching contracts, RA stipends). Student employees are considered variable-hour employees with the intent that they will work an average of less than 30 hours per week and will have their hours measured during the corresponding measurement period (IMP/SMP). Regular semester hours are still limited to 20 hours per week, with the ability to work up to full-time (caution if exceeding 40 hours per week) during the breaks, including summer breaks. New student employees cannot be expected to work 30 or more hours per week during their IMP. Other than work-study hours, all student hours will be counted towards hours of service for the measurement period.

Reporting procedure: All service hours must be reported through the time clock system for hourly positions. Exceptions of non-hourly student positions will require appropriate documentation indicating hours of service per week.

5. **Non-Student Project-Pay/Contract (non-teaching)**

A non-student employee may be contracted to complete a specific project. The tasks and duties must qualify as exempt (non-hourly) type of work and meet the salary minimum test of \$455 per week. Department must indicate how many expected service hours per week will be worked.

Reporting procedure: Submit a completed staff contract form (*MUST use current form, old forms will not be accepted*), indicating expected number of hours of service per week; will be treated as salaried employee.

6. **One-Time Payment (OTP) Requests**

For payment of service time not already accounted for through other earnings, OTP requests require hours of service information for all employees (including salaried) for payment to be processed. Payment must meet minimum wage requirement and may cause overtime expenses to be incurred.

Reporting procedure: Submit the OTP form indicating service hours by week of (beginning date of the week) for the work period being paid (e.g. 18 hours for the week of 10/04/15). It must be reported in the pay period worked.

C. Changes in Employment

1. Change in Employment Class/Status:

- a. If during their initial measurement period a new variable-hour employee experiences a change in employment status that indicates they are reasonably expected to be full-time, healthcare coverage must be offered.
- b. If an ongoing variable-hour employee experiences a change in employment status before the end of a stability period, the change will not affect the ACA healthcare eligibility status for the remainder of that stability period.

2. Change/Addition in Employing Department (cost sharing):

- a. If a variable-hour employee working in Department A is determined to have been employed at least 30 hours/week during a measurement period but for the associated stability period moves to Department B (or B & C, etc.) with service hours under 30 hours/week, Department A will be contacted by the finance/budget office regarding the additional unbudgeted expense.
- b. If two departments contributed to the hours worked during the measurement period where a variable-hour employee is determined to have been employed at least 30

hours/week during a measurement period, both departments will be contacted by the finance/budget office regarding the additional unbudgeted expense, regardless of where the employee is currently working.

D. Breaks in service

1. An employee who resumes providing services to an employer after a period during which the employee was not credited with any hours of service may be treated as having terminated employment and having been rehired. Such an employee is treated as a new employee upon the resumption of services, only if the employee did not have any hours of service for a period of at least 26 consecutive weeks (for educational organizations).
2. In addition, a parity rule states that an employee may be considered a rehire after a shorter period of at least four consecutive weeks during which no hours of service were credited, if that break period exceeds the prior employment period.
3. In no case will a break of less than four consecutive weeks qualify an employee to be considered a rehire; zero service hours will be credited to that break when determining average hours for the measurement period.
4. In the case where a break in service is greater than four consecutive weeks but less than a predetermined qualifying break (see 1 and 2 above), the break(s) will not affect the employee's existing measurement period. The employee's average hours of service for the measurement period will be determined by excluding the break period(s) from the calculation.
5. To ensure that we can appropriately calculate breaks, job begin and end dates must reflect accurate data in a timely manner. This applies to all employee classifications, including students (i.e. students should be terminated over the summer and during study or student missions abroad). HR will be taking steps to prompt departments when an employee goes unpaid during a pay period.

ERISA Policy

Some of DULA's benefit plans are subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides participants in these plans with certain rights.

DULA Plans Subject to ERISA

The following DULA benefit plans are subject to the provisions of ERISA:

- Health Plan

Provisions of ERISA

ERISA provides the participants in these plans with certain rights. The following statement is included here, so that you will be aware of your rights under the law. Under ERISA:

1. You may examine, without charge, at Human Resources and at other specified locations, during normal business hours, all plan documents relating to the plans in which you participate. The documents that must be available for your review include insurance contracts, plan and trust documents, collective bargaining agreements, and all documents filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, for example, detailed annual reports.
2. If you wish, you may request your own copies of these plan documents by writing to Human Resources. Where permitted by law, you may have to pay a reasonable charge to cover the costs of copying.
3. You will receive summaries of the plans' annual financial reports each year, free of charge. The plan administrator is required by law to furnish each participant with a copy of these summary annual reports.
4. You have a right to receive a copy of any material change to a plan within 210 days of the plan year in which the change is adopted, unless earlier notice is required by law.

Continue Health Coverage

You may continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Health Plan or Dental Health Plan as a result of a qualifying event. You or your dependents will have to pay for such coverage. Review the applicable section of this website and the documents governing the Health Plan on the rules governing your COBRA continuation coverage rights.

You may reduce or eliminate exclusionary periods of coverage for preexisting conditions under the Health Plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Health Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Plan Fiduciaries

Besides giving you certain rights as a participant, ERISA places certain duties upon the

people who are responsible for the management of the above-mentioned plans. These people are called “fiduciaries” under the law, and they have the duty to act prudently and in your best interests.

Under ERISA, no one may fire you or discriminate against you to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have a right to obtain copies, without charge, of documents relating to the decision, and to appeal any denial all within certain time schedules.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the plan administrator to provide the materials and pay you up to \$110 for each day’s delay until you receive the materials, unless the materials were not sent for reasons beyond the administrator’s control.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with a plan’s decision or lack thereof concerning the qualified status of a domestic relations order or medical child support order, you may file suit in federal court. In addition, if you disagree with a plan’s decision or lack thereof concerning the qualified status of a domestic relations order or medical child support order, you may file suit in federal court.

If it should happen that plan fiduciaries misuse plan money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or file suit in a federal court.

In a lawsuit, the court normally decides who pays the court costs and legal fees. If you are successful, the other party might have to pay. But, if you lose, the court might order you to pay these costs and fees, especially if the court finds your claim to be frivolous.

Assistance with Questions

If you have any questions about this statement of your rights under ERISA, contact Human Resources. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200

Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



Timekeeping and Payroll Practices

Employee Classification

Full-Time Employees

Full-time employees are regularly scheduled to work 40 hours or more per week, as determined by the University in its sole discretion; are eligible for paid time off/vacation (as applicable); and are eligible to elect coverage under the DULA Benefits.

Part-Time Employees

Part-time employees are regularly scheduled to work less than 40 hours per week, as determined by the University in its sole discretion; may be eligible for some perquisites, like paid time off/vacation (as applicable), on a pro-rated basis; are not eligible to apply for coverage under DULA Benefits, unless legally required but may be eligible to apply for certain voluntary benefits.

Temporary Employees

Temporary employees are those employed to work on special projects for short periods of time, or on a “fill-in” basis. These positions are *not* intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for University benefits.

Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable California state law.

Exempt Employees

Exempt employees include all employees who are classified by the University as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable California state law.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Human Resources Manager or the applicable benefit plan documents.

Your Pay

We distribute paychecks semi-monthly on the 10th and 25th of each month for the employees who are salary based. If the scheduled payday falls on a Saturday, Sunday or holiday,

paychecks will generally be distributed on the preceding business day. Any questions about the amount of your pay or deductions should be brought to the attention of the Human Resources Manager immediately.

The workweek starts on Monday at 12:01 a.m. and runs through Sunday at 12:00 midnight.

Timekeeping Procedures

Unless otherwise notified, you are required to accurately record your hours of work through the use of a time card, an electronic timekeeping system, or a handwritten record. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor before your paycheck is processed for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. “Hours worked” is defined by law as all time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so. Working “off the clock” is not permitted.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor *before* working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

You will be informed on your first day on the job whether you are required to keep your time by a time clock, a time sheet or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections to your time card or time record must be initialed by you and your Department Manager. Under no circumstances may any employee punch or record another employee’s time card.

Overtime and Work Schedule

The University may periodically schedule overtime or weekend work in order to meet production needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor’s approval may result in disciplinary action, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our students and patients, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the University.

Meal Periods

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours with an uninterrupted 30-minute meal period free from all duty to begin no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by your Department Supervisor, employees must record the beginning and ending time of their meal period in the timekeeping system every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. The University schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods you missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no University manager or supervisor is authorized to instruct you how to spend your personal time during a meal or rest period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal period to the Human Resources.

Waiver of Meal Period. You may waive your meal period only under the following circumstances: If you will complete your work day in six (6) hours, you may waive your meal period. If you work over ten (10) hours in a day you may waive your second meal period only if you take your first meal period and you do not work more than twelve (12) hours that day. You may not waive your meal periods to shorten your work day.

On-Duty Meal Period. In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the University have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked.

The University pays one-hour of pay at your regular rate of pay in instances where an employee is required by the University to work during a meal period or not provided an opportunity

to take a meal period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or when an employee personally chooses to deviate from the University's schedules or policies providing meal periods as required by law.

Rest Periods

The University provides all employees with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5, but fewer than 6 hours	1
At least 6, but fewer than 10 hours	2
At least 10, but fewer than 14 hours	3

The University generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are counted as hours worked, and thus, you are not required to record your rest periods on your timecards or the University's timekeeping system. However, no supervisor is authorized or allowed to instruct or allow you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. You may be required to confirm that you have been provided an opportunity to take all of your rest periods during a particular pay period.

The University pays one-hour of premium pay at your regular rate of pay in instances where an employee is required by the University to work during a rest period or not provided an opportunity to take a rest period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the rest period is waived as permitted by law or when an employee personally chooses to deviate from the University's schedules or policies providing rest breaks as required by law.

The University pays employees compensated on a "piece rate" basis for rest periods at an average hourly rate determined by dividing that employee's total compensation for the workweek (exclusive of compensation for rest and recovery periods and overtime premiums) by the total

hours worked during the workweek (exclusive of rest and recovery periods). The University pays employees for other nonproductive time at a rate that is no less than the minimum wage.

Recovery Periods for Employees Working Outdoors

The University provides all employees working outdoors in temperatures exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, you are not required to record your cool-down periods on your timecards or the University's timekeeping system.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized or allowed to instruct you to waive or skip a cool-down period, and cool-down periods cannot be used to shorten the workday. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Human Resources Manager.

The University pays one-hour of premium pay at your regular rate of pay in instances where an employee is required by the University to work during a recovery period or not provided an opportunity to take a recovery period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the recovery period is waived as permitted by law or when an employee personally chooses to deviate from the University's schedules or policies providing recovery periods as required by law.

The University pays employees compensated on a "piece rate" basis for cool-down periods at an average hourly rate determined by dividing that employee's total compensation for the workweek (exclusive of compensation for rest and recovery periods and overtime premiums) by the total hours worked during the workweek (exclusive of rest and recovery periods). An employee's desire to maintain a high rate of productivity is not a justification for skipping a necessary cool-down period.

Resting (Seating)

The University provides seating for employees wherever possible. If you do not have seating at your work station and feel you need seating, please inform your supervisor or the Human Resources Manager. At that time, we will determine whether seating can be reasonably provided.

Lactation Break

The University will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. The University will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor or the Human Resources Manager to request time to express breast milk under this policy. The University does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

University Benefits

The University provides the following benefits to eligible employees. The University reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to employees.

Paid Holidays

Full-time employees will receive these specific holidays off with pay any time they fall on a normally scheduled work day for the employee. Each calendar year the University will distribute a schedule of the year's holidays. However, the University reserves the right to change the schedule or eliminate holidays with or without notice. The following are generally the paid holidays:

New Year's Day	January 1
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Month of September
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving	Last Friday in November
Christmas Day	December 25

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking an excused absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Employees asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday. If an employee is required to work on a day which the University has designated as a paid holiday, the employee will be given a paid day off on another day. Managerial employees will generally not receive additional holiday pay. Please consult with Human Resources Manager if you have any questions.

Paid Vacation

Vacation time off with pay is available to eligible contracted full-time employees to provide opportunities for rest, relaxation, and personal pursuits.

Regular Full-Time Employees:

Length of Service	Granted per Year	Maximum Accrual Cap
1-3 years	5 days	10 days
4-7 years	10 days	15 days
8 year and thereafter	10 days + 1 additional day per service year (Maximum of 20 days)	20 days

President, Dean of Academic, Director of Administration:

Length of Service	Granted per Year	Maximum Accrual Cap
1 st -3 rd years	7 days	10 days
4 th -7 th years	15 days	20 days
8 th year and thereafter	15 days + 1 additional day per service year (Maximum of 20 days)	20 days

The contracted full-time employees earn rounded 1 hour of proportional hours of yearly possible earning vacation hours based on the number of days employed from the first of each year. For example, if a regular full-time employee was hired on 1/1/2022 and worked until 4/1/2022. Then her/his employment days are 90 days. The proportion of 90 days out of 365 days is 0.25. The earned paid vacation will be $0.25 \times 40 \text{ hours} = 10 \text{ hours}$.

Once employees have accrued the maximum number of vacation hours or “Maximum Accrual Cap”, vacation hours will stop accruing. Employees will resume accruing vacation once they have used some of their accrued but unused vacation. All accrued but unused vacation benefits are paid at the time of separation of employment.

Employees must provide their supervisor with as much advance notice of anticipated vacations as possible so that assigned work may be adequately staffed. Employees requesting vacation of two or more working days must complete a Vacation Request form. In some instances, it may be necessary for an employee to change vacation schedule due to scheduling conflicts, deadlines, and other business needs. The University reserves the right to approve or to deny vacation at any time during which the absence of the employee would adversely affect business operations. The University also may require employees to take vacations for scheduling or budgetary reasons.

Paid Sick Leave

The University provides paid sick leave to employees who have worked 30 or more days in California within a year of their employment with the University. Eligible employees, including part-time and temporary employees, earn one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment. The accrual will be capped at the maximum of 48 hours or six (6) days of paid sick leave each year. Beginning on the 90th day of employment, employees may begin to use paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours. Accrued unused paid sick leave shall carry over to the following year of employment, but the sick leave available for employee shall be capped at 72 hours or nine (9) days per year.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Consult the Human Resources Manager for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Employees requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with the University within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the **California Family Rights Act or the Family and Medical Leave Act**. For more information regarding this policy, contact the Human Resources Manager.

Insurance & Retirement Benefits

All eligible full-time regular employees may sign up for Group Health Insurance benefits provided by DULA. Full-Time regular employees are eligible for health benefits after 90 days of their employment.

Summary plan descriptions will be provided and explained during new-hire orientation and further information can also be obtained from the Human Resources Manager.

Employees must contact the Human Resources Manager when experiencing any “qualifying event”, such as, a marriage, divorce, and death of a spouse, birth or adoption of a child and/or the loss of other health coverage that was provided by a spouse, within 30 days after the event. It is essential that employees notify the Human Resources Manager of such events to ensure that the appropriate insurance forms will be completed and explanation of benefits provided.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) offers employees and qualified beneficiaries the opportunity to continue health insurance coverage under DULA’s group health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are termination of employment; death of an employee; a reduction in an employee’s hours or a leave of absence; an employee’s divorce or legal separation; and an employee’s dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at DULA’s group rate plus an administration fee. The maximum period for continuation depends upon the qualifying event. DULA provides each eligible employee and participating dependent(s) with a written notice describing rights granted under COBRA. For any questions about COBRA contact the Human Resources Manager.

ADA/Section 504 of the Rehabilitation Act

Dongguk University adheres to the requirements of the Americans with Disabilities Act of 1990, as amended 2008 (ADAAA); Sections 504 and 508 of the Rehabilitation Act of 1973, as amended; and all other federal and state laws and regulations prohibiting discrimination on the basis of disability. The Dongguk University is committed to providing individuals with disabilities equal access and opportunity, and strives in its policies and practices to provide for the full participation of individuals with disabilities in all aspects of University life.

Employees and applicants with a disability (as defined under the Americans with Disabilities Act, as amended) may be eligible for reasonable accommodations that will allow them to perform the essential functions of their position or participate in the hiring process for an open position. A reasonable accommodation is a modification or adjustment to a job, employment practice or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity. Dongguk University will provide a reasonable accommodation for the known disability of a qualified employee or applicant unless the accommodation would impose an undue hardship on the school or unit.

Examples of reasonable accommodations include, but are not limited to:

1. job restructuring
2. modified work schedules
3. obtaining or modifying equipment, devices, or assistive technology

4. modifying examinations, training materials or policies
5. providing qualified readers and interpreters
6. making facilities readily accessible to and usable by individuals with disabilities

Information for Faculty and Staff

Faculty and Staff are encouraged to contact Human Resources if they have questions related to the determination of reasonable accommodations, auxiliary aids, and services for employees with disabilities, or questions about service animals as part of an employee's accommodations.

Information for Student Employees

For information concerning policies and procedures for students with disabilities, contact the HR Office. Student are also encouraged to contact Human Resources if they have questions about work-related accommodations for student employees at the University.

Addressing Concerns

Students, faculty, and staff who have questions or concerns about:

1. disagreements or denials regarding requested services, accommodations or modifications to University practices or requirements;
2. alleged inaccessibility of a University program or activity;
3. alleged harassment or discrimination on the basis of a disability, and
4. any other alleged violations of the ADA and/or Section 504 should contact the Director of Equal Opportunity and Title IX, who has been designated as the University's ADA/504 Coordinator.

Federal Unemployment Tax Act

FUTA, or the Federal Unemployment Tax Act, is a policy designed to help states pay unemployment benefits to those whose work contracts have been terminated. But this is only applicable if workers have not been dismissed for gross misconduct.

There are several questions surrounding compliance matters and the various responsibilities of the employer regarding FUTA tax. If you're a business owner and have staff, even if you only employ a few workers, it's valuable to understand FUTA, including its current rates, how often it should be paid, and who might be exempt.

What is FUTA Tax?

FUTA is a nationwide payroll tax in the United States. Many employers are obliged to pay both a specific Federal and a state unemployment tax. This tax fund, as the [IRS \(Internal Revenue Service\) observes](#), is then allocated to pay unemployment compensation to workers who have lost their jobs, unless dismissal resulted from gross misconduct.

While different states might have their own regulations regarding unemployment benefits, sometimes they lack the adequate funds to cover unemployment compensation. In the event that a state needs to borrow money from the Federal government, the FUTA tax fund can supply financial support for unemployment benefits.

Who Needs to Pay FUTA Tax?

Any employers who has paid \$1,500 or more in wages during any calendar quarter, must pay FUTA tax on the first \$7,000 of wages for each employee per year. Anything beyond this threshold, however, is non-taxable. Unlike taxes under FICA (or the Federal Insurance Contributions Acts), the employer pays this tax rather than the employee.

Any employers that have hired one or more workers for at least part of a day, for 20 or more weeks in one year, **must** pay FUTA tax.

What is the Current FUTA Tax Rate?

The basic rate of FUTA tax is 6%. However, companies who pay state unemployment insurance can receive a federal tax credit of up to 5.4%. This can bring the current FUTA tax rate down to as low as 0.6%. Applied to the first \$7,000 of each employee's wages only, this equates to just \$42 per employee.

This credit rate may not be obtainable if a state has not finished repaying the Federal government after borrowing from the FUTA tax fund to cover unemployment benefits. If a state fails repayment of a Federal loan after two consecutive years, it becomes known as a 'credit reduction state'.

How Often Do You Pay FUTA Tax?

How often FUTA tax must be paid depends on how many employees you have, and this will determine how much you owe.

FUTA tax is, generally, paid quarterly.

1. If a company's FUTA tax amounts to more than \$500 for the calendar year, they must make at least one quarterly payment.

2. If FUTA tax liability is \$500 or less for a quarter, the amount should be carried over into the next quarter until the cumulative liability is more than \$500.

Companies that never exceed the \$500 figure for the year can pay FUTA tax in their annual tax return.

How to Report FUTA Tax

FUTA tax must be reported using Form 940, or the Employer's *Annual Federal Unemployment Tax Return*. This must be completed if the following criteria are met:

1. A company has paid an employee(s) \$1,500 or more in any quarter of the current or previous year.
2. A company has hired 1+ employees for any part of a day in 20+ weeks of the current or previous year.

Form 940 must be filed by January 31st of the respective year. For the 2021 tax year, for example, the form should be completed by January 31st 2022.

Who is Exempt from FUTA tax?

Any company that pays less than \$1,500 to an employee per quarter does not need to pay FUTA tax.

Additionally, [according to the IRS](#), any company that is exempt from income tax under section 501(c)(3) of the Internal Revenue Code is also exempt from FUTA tax.

Find the details of [501\(c\)\(3\) exemption requirements](#) here.

FUTA tax is one of the lesser-known policies in North American employment law. However, during periods such as the coronavirus pandemic, it's one of the most important. For help understanding how FUTA impacts your payroll, [get in touch](#) with the international experts at IRIS FMP Global.

Acupuncture Care

All regular part-time and full-time employees, their spouse and dependent children are eligible to receive acupuncture care at a discounted rate of \$10 per treatment through the DULA Health Center upon hire.

Employees interested in receiving acupuncture care must schedule their appointments during non-working hours.

Oriental Herbal Medicine

All regular part-time and full-time employees, their immediate family members are eligible to receive up to 40% discount from any oriental herbal medicine purchased at the DULA Health Center upon hire.

State Mandated Insurance Benefit Programs

State Disability Insurance

By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the SDI program.

Family Temporary Disability Insurance

In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which allows you to receive compensation for lost wages, for up to six (6) weeks in a twelve month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.

Despite its name, the FTDI is not a “leave” program; it does not provide you with any entitlement to leave beyond that to which you are entitled pursuant to University policy. You will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits during any twelve (12) month period. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify the University if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. The Employment Development Department ultimately determines whether you receive FTDI benefits based on the serious health condition of certain family members that require your care. You may not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.

Workers’ Compensation Insurance

The University pays the entire amount of the Workers’ Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course

and scope of employment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against University policy and will result in disciplinary action up to and including termination of employment.

Leaves of Absence

Civic Duties

The University encourages each of you to accept your civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your supervisor immediately so he/she may plan the department's work with as little disruption as possible. Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid.

Exempt employees will continue to receive their regular salary when they work partial weeks while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The University reserves the right to request a copy of your voter's receipt following any time off to vote.

Leave for Emergency Rescue Personnel

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, or emergency duty personnel may receive unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are participating as a volunteer firefighter, reserve peace officer, emergency rescue personnel, or an officer, employee, or member of a disaster medical response entity sponsored or requested by the state, please alert your supervisor so that he/she is aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. You must provide the University with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work. If you are a healthcare provider, you must notify the University at the time you become designated as "emergency rescue personnel" and when you are notified that you will be deployed

as a result of our “emergency rescue personnel” designation.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Leave for Victims of Felony Crimes

To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, you must provide the University in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide the University with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking

If you are a victim of domestic violence, sexual assault or stalking you may receive unpaid leave to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure your own health, safety, or welfare, or that of your child or children. You may also receive unpaid leave to: (1) obtain services from a domestic violence shelter or rape crisis center; (2) seek medical attention for injuries caused by domestic violence or sexual assault; (3) obtain psychological counseling for the domestic violence or sexual assault; or (4) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this leave, you must provide the University with advance notice of your need for leave. If advance notice is not possible, you must provide the University with the following certification upon returning back to work: (1) a police report showing that you were a victim of domestic violence or sexual assault, (2) a court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court, or (3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from domestic violence or sexual assault.

You may choose to use any [accrued vacation or sick leave] time, if available, for an absence described above.

In addition, employees who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the employee’s safety while at work. A reasonable accommodation may include: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the

employee's job duties and position. If you require such an accommodation, please notify your supervisor or the Human Resources Manager. The University will engage the employee in a timely, good faith, and interactive process to determine effective reasonable accommodations.

Unpaid Family School Partnership Leave

The University encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in *loco parentis* with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Employees may take leave to find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

You must personally notify your supervisor and the Human Resources Manager as soon as you learn of the need for the planned absence. You will not be allowed time off if you do not provide your supervisor with adequate notice. The University may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who request leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Organ and Bone Marrow Donors

An employee who has been employed for at least ninety (90) days and who provides written verification to the University that he/she is an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one or more periods in order to donate. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation for bone marrow donor leave and up to two (2) weeks of their vacation for organ donor leave.

Pregnancy Disability Leave of Absence

Female employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "four (4) months" means the number of days the employee would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Prior to the start of your pregnancy disability leave, the University will require a statement from your health care provider indicating that you are unable to perform your job and

the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. Depending on your eligibility, medical insurance may be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Employees granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Human Resources Manager of your need for a reasonable accommodation as soon as reasonably possible.

Medical Leave of Absence

Employees who are ineligible for leave under the Family and Medical Leave Act and California Family Rights Act as provided below are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or University approved physician that is acceptable to the University, which indicates that you are unable to work. The University reserves the right to have employees on a medical leave of absence examined by a physician of the University's choice. The University may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a leave of absence, the University's medical insurance plan may allow covered employees and their eligible dependents to maintain medical insurance benefits by electing and paying for continuation coverage. The employee and his/her eligible dependents must pay the monthly premiums for any continuation coverage as elected. It is the applicable plan document that ultimately governs your eligibility and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the University in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence can result in

dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with the Human Resources Manager prior to taking a leave to ensure your understanding of all of your obligations to the University while on leave, such as reporting and verification obligations. Failure to comply with University policy may substantially affect your ability to return to work.

Family and Medical Leave Act/California Family Rights Act

The Family and Medical Leave Act and California Family Rights Act (“FMLA/CFRA”) provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA/CFRA leave, you must:

- have worked at least twelve (12) months for the University in the preceding seven (7) years (limited exceptions apply to the seven-year requirement);
- have worked at least 1,250 hours for the University over the twelve (12) months preceding the date your leave would commence; and
- currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA and/or CFRA leave may be taken for the following reasons:

- Birth of a child, or to care or bond with a newly-born child including incapacity due to pregnancy or prenatal medical care;
- Placement of a child with the employee and/or the employee’s registered domestic partner for adoption or foster care or to care or bond with the child;
- To care for an immediate family member (employee’s spouse, registered domestic partner, child, registered domestic partner’s child, or parent) with a serious health condition;

- Because of the employee’s serious health condition that makes the employee unable to perform the employee’s job;
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment.

Identifying the 12-Month Period

The University measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a covered servicemember, the University calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Using Leave

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in

separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, his/her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must try to schedule their leave so that it will not unduly disrupt the University's operations. Intermittent leave is permitted in increments of at least one hour.

Use of Paid Leave

Depending on the purpose of your leave request, you may choose (or the University may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible employee must comply with the University's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). An employee receiving Paid Family Leave is not on "unpaid leave," and therefore cannot use paid leave (such as sick leave, vacation, or PTO) during this time. An employee who receives Paid Family Leave benefits and wishes to receive paid leave after those benefits cease, must notify the University of the cessation of Paid Family Leave benefits and their request for paid leave. Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA/CFRA leave. This paid disability leave runs concurrently with FMLA/CFRA leave, and may continue longer than the FMLA/CFRA leave if permitted by the disability leave plan. However, paid disability leave cannot run concurrently with other paid leave (sick leave, vacation, or PTO).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the University will maintain coverage during your FMLA/CFRA/PDL leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the University may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA/PDL leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Notice and Medical Certification

When seeking FMLA/CFRA/PDL leave, you must provide:

- Thirty (30) days advance notice of the need to take FMLA/CFRA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable

leave and in compliance with the University's normal call-in procedures, absent unusual circumstances;

- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the University's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, unless your absence was taken on an intermittent or reduced leave schedule. The University will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the University will inform you whether you are eligible for leave under the FMLA/CFRA. Should you be eligible for FMLA/CFRA leave, the University will provide you with a notice that specifies any additional information required as well your rights and responsibilities. The University will also inform you if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA/CFRA leave, the University will provide a reason for the ineligibility.

Job Restoration

Upon returning from FMLA/CFRA leave, you will typically be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return after FMLA/CFRA Leave

If you fail to return to work as scheduled after FMLA/CFRA leave or you exceed the twelve (12) week FMLA/CFRA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the University's standard leave of absence and

attendance policies. This may result in termination if you have no other University-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, the University's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The University prohibits employees from holding other employment while on leave of absence. This policy remains in force during all leaves of absence including FMLA/CFRA leave and may result in disciplinary action, up to and including immediate termination of employment.

About Fraud

Providing false or misleading information or omitting material information in connection with an FMLA/CFRA leave will result in disciplinary action, up to and including immediate termination.

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A "covered servicemember" is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For purposes of Military-Related FMLA Leave, the term "serious injury or illness" means an injury or illness incurred by the servicemember in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered servicemember," which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a covered servicemember in a "single twelve (12) month period." The "single twelve (12) month period" begins on the first day leave is taken to care for a covered servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your

twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any “single twelve (12) month period.”

Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) of days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence below for more details.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that the University and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member,

within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Personal Leave of Absence

Additional types of unpaid personal leaves of absence may be granted in the sole discretion and authorization of management, for up to a maximum of thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis.

Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, including termination. Time spent on personal leave of absence will not be used for computing benefits such as vacation or holidays.

You should speak directly with the Human Resources Manager prior to taking a leave to ensure your understanding of all of your obligations to the University while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with University policy may substantially affect your ability to return to work under this policy.

Bereavement Leave

Full-time employees are eligible to receive up to three (3) days of paid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family. Immediate family includes your spouse, registered domestic partner, children, stepchildren, registered domestic partner's children, parents, grandparents, grandchildren, brother or sister, your spouse's parents, or your registered domestic partner's parents.

An employee who is notified of a death in his/her immediate family while at work will be paid for the remainder of the scheduled hours that day. The three-day eligibility for paid bereavement leave will not commence until the next regularly scheduled work day which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

Civil Air Patrol Leave

The University will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the University.

To be eligible, employees must have been employed with the University for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify the University of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The University will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

Military Leave of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the University of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for ten (10) days of unpaid leave.

What We Expect of You

This section of your handbook discusses your responsibilities to the University as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the University may lead to disciplinary action, up to and including immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the University has a similar right.

Employee Conduct

Absenteeism and Tardiness

You are expected to be at your work station on time each day and to remain there throughout your work day. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and interferes with our ability to satisfy our students' and patients' needs. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible or practicable. Leaving a message, voice mail or sending an email or text message does not qualify as notifying your supervisor - you must *personally* contact your supervisor. If you are required to leave work early, you must also personally contact your supervisor and obtain his/her permission. Leaving work early without authorization of your supervisor is strictly prohibited.

When absence is due to illness, the University may require appropriate medical documentation in accordance with state and federal law.

Although you may be terminated at any time for failing to report to work without contacting the University, if you fail to report for work or call in for more than three (3) consecutive calendar days, you may be considered to have abandoned your job and may be terminated.

Alcohol and Drug Policy (DRUG-FREE WORKPLACE)

Alcohol and Drug Policy, the Dongguk University Drug-Free Workplace Policy, is in compliance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and the California Drug-Free Workplace Act of 1990 (Government Code § 8350 et seq.).

The Dongguk University (DULA) is committed to maintaining a workplace free from the unlawful manufacture, possession, distribution, dispensation or use of controlled substances, as defined in schedules I through V of the Controlled Substances Act (21 U.S.C. §812) and 21 C.F.R. Part1308.

Employees violating this policy shall be subject to discipline, up to and including dismissal. Discipline shall be imposed in a manner consistent with the applicable labor agreements, Dongguk University policies, and law. In addition to, or in lieu of discipline, Dongguk University may, at its discretion, require employees violating the policy to participate satisfactorily in an appropriate drug abuse rehabilitation program.

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on DULA property (including parking areas and grounds), or while otherwise performing their work duties away from DULA's premises. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana regardless of prescription), and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job.

All employees are required to take an annual online alcohol compliance training program administered by the Administration Office. Employees who self-report as needing help with a drug or alcohol addiction will be referred to appropriate resources. Employees who come to the attention of the University through violation of policies will be responded to in a restorative manner when

possible, and will also be held accountable for the outcomes of drug or alcohol use and abuse through the disciplinary process as outlined in the Employees Handbook.

Prescription Drugs

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Who is Tested

You may be required to submit to drug/alcohol screening whenever DULA has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident.

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

Enforcement Policy

In order to enforce this policy and procedures, DULA may investigate potential violations and require employees to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of DULA's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and DULA vehicles. You will be subject to disciplinary action up to and including termination of employment for refusing to cooperate with searches or

investigations, to submit to screening, or for failing to execute consent forms when required by DULA.

Investigations/Searches

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his/her designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, backpacks, and other locations or articles without prior notice in order to ensure a work environment free of prohibited substances. You may be asked to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent DULA from searching such article. Employees therefore should have no expectation of privacy for personal belongings brought onto DULA premises and locked in a locker or locked container. Where the employee is not present or refuses to remove a personal lock, DULA may do so for him or her, and compensate the employee for the lock.

Being Positive for Prohibited Substances

All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

Attitude

Every employee must display a positive attitude towards his/her job and arrive to work motivated to perform his/her job duties. A bad attitude creates a difficult working environment and prevents the University from providing quality service to our students and patients. If you consistently fail to approach your job duties with a positive attitude, you may be disciplined or terminated.

Damage to Property

Deliberate or careless damage to the University's property, as well as damage to your co-workers', students' or patients' property, will not be tolerated.

Employee property

Employees are urged not to bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. The DULA assumes no responsibility for the loss, theft or damage of employees' personal property.

Fraud, Dishonesty and False Statements

Employees and applicants are prohibited from providing false, dishonest or misleading information on any application, medical history record, invoice, paperwork, time card or time sheet, time entry, investigative questionnaire, workplace injury report or any other University document. Employees are likewise prohibited from making any material dishonest or false statement to an employee, vendor, student or patient with respect to the performance of the employee's job duties. Under the law, an employee may be held personally liable for making misrepresentations to students and patients. It is also against the law and against University policy for an employee to provide, or assist a student or patient in providing, false or misleading information on a credit application or regarding credit status to any financial institution.

Any employee found to have made false, dishonest or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to the President immediately.

Gambling

Gambling is prohibited on University property, or through the use of the University's property such as computers and telephone equipment.

Gifts and Gratuities

Employees may not request or accept any gift or gratuity of any kind from a student, patient or supplier without the express written authorization of the President.

DULA staff, including faculty and clinic supervisors and their immediate family members, shall not solicit, accept, or retain personal benefit from any student, patient, or vendor with whom DULA is engaged or can be engaged in business, or with or from any individual seeking to do be engaged in business with DULA. In this regard, a personal benefit is regarded as any type of gift, gratuity, favor, service, fee or compensation, or anything of monetary value. Specific exceptions to the personal benefit prohibitions may be made if there is no reasonable likelihood of improper influence in the staff member's performance of duties on behalf of DULA. Any personal benefit received is to be reported to the President, who will review all relevant facts and circumstances and instruct the employee as to the appropriate course of action.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity while on duty or on the University's property, or while off the job which reflects detrimentally on the University's reputation.

Insubordination

We all have duties to perform and everyone, including your supervisor, must follow directions from his/her supervisor or manager. You shall not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. For example, employees must fully cooperate with University investigations into potential misconduct. Refusal to fully disclose information in the course of a University investigation constitutes insubordination and will not be tolerated.

Misuse of Property

No employee shall misuse, or use without authorization, equipment, vehicles or other property of the University, students, patients, vendors, or other employees of the University.

Off-Duty Use of Facilities

Employees are prohibited from being on University premises or making use of University facilities while not on duty. Employees are expressly prohibited from using University facilities, University property or University equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, the University may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not required as a condition of employment. Neither the University nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

Outside Employment

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with your job with the University. You should be careful that extra hours of work do not affect the safe performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest (i.e., working for a competitor) you are required to obtain written approval, in advance, from the Human Resources Manager or the President.

Personal Appearance and Behavior

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on students, patients and your co-workers.

Employees shall dress and present themselves in a businesslike manner that reflects a professional image. Accordingly, DULA considers the following as unacceptable attire:

Athletic wear, sweatpants, cut off pants, mini-skirts, advertisement T-shirts or T-shirts with inappropriate words or pictures, blue denim jeans, spandex or lycra such as biker shorts, tennis shoes, tank tops, tube tops, halter tops with spaghetti straps, beach wear, midriff length tops, provocative attire, off-the shoulder tops, hoodies, workout clothes or shoes, flip flops, see through clothing, jewelry affixed to nose, tongue, cheek, lip or eyebrow, and visible tattoos.

Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will be without pay. Repeated violations will result in disciplinary action, up to and including termination.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, practical jokes, gestures, distribution of printed materials, sexually related conversations or text messages, inappropriate touching of another employee (such as kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Personal Mail

All mail which is delivered to the University is presumed to be related to our business. Mail sent to you at the University will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

University postage meters and letterhead may not be used for personal correspondence.

Personal Telephone Calls and Visits

The University has a limited number of telephone lines, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your supervisor unless your job duties include the routine making of long distance calls. Under no circumstances are you permitted to use University telephones to call “900” lines or similar pay-per call services. Employees will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest’s arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

Poor Performance

You are expected to make every effort to learn your job and to perform at a level satisfactory to the University at all times. Consistent failure to do so may result in disciplinary action, up to and including termination.

Romantic or Sexual Relationships with Other Employees

The University has adopted this policy because of the potential problems posed by romantic or sexual relationships between employees. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of sexual harassment. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The University imposes the following restrictions on romantic or sexual relationships between employees:

1. When a supervisor or manager engages in a romantic or sexual relationship with his/her subordinate the supervisor or manager must disclose the existence of such relationship immediately to the Human Resources Manager. The University will take all steps it deems necessary to prevent conflicts of interest and potential legal claims, including but not limited to transferring one or the other employees and or terminating the employment of the manager or supervisor.
2. All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.
3. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

Questions and clarifications will be addressed by the Human Resources Manager.

Sleeping

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our students and patients. Therefore, we cannot tolerate sleeping or inattention on the job.

Smoking

In keeping with DULA's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in all parking areas and open outdoor areas away from entrances to the University buildings. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

This policy applies equally to all employees, students, patients, and visitors.

Solicitation - Distribution Policy

Our primary goal at the University is to provide our students and patients with the best service possible. In order to allow employees to perform their job duties and provide our students and patients with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees may not come on the University's property at any time to solicit for any cause or distribute material or literature of any

kind for any purpose.

About Theft

Theft of money or property from the University, your co-workers, students or patients is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. The University reserves the right to inspect all purses, briefcases, backpacks, packages, lockers and vehicles on the University's property. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

Workplace Violence Policy

The University has a zero tolerance policy for violent acts or threats of violence against our employees, applicants, students, patients or vendors.

We do not allow fighting, threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on University premises.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, students, patients or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, students, patients or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

Attendance and Punctuality

Employees are expected to report to work at their scheduled time. Absenteeism and tardiness place a burden on other employees and puts a strain on the department as a whole. Employees who are unable to report for work due to illness or other justifiable cause must notify their supervisor prior to the absence or within thirty (30) minutes from the regular scheduled starting time. If the supervisor is unreachable, the employee must contact Human Resources Manager and state the reason for the absence and the approximate date of return.

Punctuality is an essential part of the job. When reporting to work and returning from lunch and breaks, employees are expected to report on time and remain at work for the scheduled shift. The attendance terms and guidelines are defined below:

Absence: Any time an employee is scheduled to work but does not report or leaves during work without prior approval.

Tardy: Any incident when an employee has not reported to work when scheduled or has previously agreed to work. This includes reporting to work, returning from lunch or breaks.

Children on Campus

Children of employees and students are not allowed on campus during working or closed hours. On occasion there may be a specific day where children are allowed on campus that will be announced in advance.

Code of Ethics

DULA conducts its business in compliance with all applicable laws and regulations. All employees are expected to act in accordance with the highest standards of business ethics, as set forth in this policy, both on and off DULA premises, and to avoid any appearance of impropriety. It is crucial that all employees observe all applicable laws and regulations while conducting business on DULA's behalf. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control.

It is not possible in a general policy statement to define all the other various circumstances and relationships that would be considered "unethical." The following list, some of which may have already described in more detail in this handbook, suggests some, but not all, of the types of activity that would pose a potential conflict or would limit an employee's ability to discharge job duties and responsibilities in an ethical manner:

1. Using one's position, knowledge, or access to DULA records for outside personal gains;
2. Directing the University business to a firm in which the staff member or relative has a substantial financial or management interest;
3. Accepting personal gifts or excessive entertainment from any outside vendor, organization or agency;
4. Falsifying timekeeping records or other University documents;
5. Using University property or equipment for personal tasks;
6. Working under the influence of alcohol or illegal drugs; and

7. Conducting personal business during scheduled work hours.
8. Presenting ideas, representations, or words of others as one's own, or permitting another to present one's work without the customary and proper acknowledgment of sources.
9. Referral to or use of, during work, unauthorized materials, sources, or devices.

Examples include, but are not limited to:

- 1) Books, manuals, written materials, Internet materials, etc.
 - 2) Falsification of DULA records or documents, alteration of his/her educational degrees, titles, job positions, etc.
 - 3) Inappropriate comments to other employees, visitors, patients, faculty, staff, students, etc.
10. Possession, purchase, sale or use of a copy of confidential internal materials intended for use by DULA. Providing DULA confidential materials or operational materials to outsiders without the written approval of the President
 11. Practice of any form of deceit at work or clinical setting, including stealing of the DULA property.
 12. Dependence on the aid of others or providing such aid in a manner prohibited by the administration in research, preparation, creation, writing performance, or publication of work submitted for publication or submission to out-side agencies.
 13. Attempts to change one's personnel, attendance or academic record, to access DULA computers without proper authorization, and to break and enter DULA for reasons not in keeping with the utmost honesty and integrity.
 14. Submitting intentionally misleading travel expenses, to tamper with the time-clock machine, to claim false sickness or injuries at work, etc.
 15. Disruptive conduct that infringes the rights of others, or the rights other employees during work.
 16. Making verbal or written threats, or any act of physical abuse towards students, faculty, or staff or DULA. These will result in immediate suspension while review is pending.
 17. Willful violation or abuse of DULA's canons of ethics or those of the Acupuncture and Oriental Medical profession.

DULA Policy Handbook

University Policy Handbook of Dongguk University Los Angeles (hereinafter referred to as "DULA") is designed to establish a guideline to policies, procedures, rights, benefits, and working/study environments of all DULA staff, faculty, and students.

University Policy Handbook includes:

- FERPA Policy
- Title IX Policy
- Clery Act Policy
- Employee Training/Education Policy
- Faculty Policy
- Admissions Policy
- Policy on the Student Rights, Privileges
- Transfer Credit Policy
- Disability Policy
- Student Enrollment Policy
- HIPAA Policy

Please refer to www.dula.edu and search for University Policy Handbook.

Employee Responsibility Regarding DULA Policy Handbook

Each employee is responsible for understanding and familiarizing policies related to his/her job functions, and is expected to participate in meaningful discussions to revise the handbook to be compliant with any regulatory changes.

Procedures and Guidelines

Bulletin and Message Boards

The University may maintain a bulletin or message board(s) as a source of information for employees. Any such bulletin or message board is to be used solely to post information approved by the University regarding University policies, governmental regulations, and other matters of concern to all employees. No information may be placed on these bulletin or message boards without the prior approval of the Human Resources Manager.

University Keys/Entry Cards

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Human Resources Manager upon separation from the University. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

University Vehicles

Only authorized employees may operate University vehicles. If a University vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a student, patient or fellow employee. All persons in University vehicles are required to use their seatbelts. Not using seatbelts in a University vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in University vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the University immediately of any change in the status of your driving record. Any employee whose duties include the operation of University or student or patient vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and his/her continued employment will be subject to review. Any employee whose duties include the operation of University or student or patient vehicles who becomes uninsurable under the University's liability policy will be considered to have an unacceptable driving record and his/her continued employment will be subject to review.

If you receive a traffic citation while operating a University or student or patient vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a University or student or patient vehicle, you are required to call 911 and report the accident. You must also report the accident to the Human Resources Manager immediately.

Conflicts of Interest

Employees of DULA have an obligation to avoid conflicts between their private interests and their employment responsibilities, and must avoid situations where there is a reasonable basis for the perception of such a conflict.

In general terms, “conflict of interest” relates to a self-interest that you might have which either (a) influences or (b) may appear to influence, your judgment as an employee of DULA.

Employees must not use their University positions to influence outside organizations or individuals for the direct financial, personal, or professional benefit of themselves, members of their families, or others with whom there is a personal relationship.

Employees should not accept employment outside the University if it interferes with satisfactory job performance in a University position, or if there is a conflict of interest or the appearance of a conflict of interest as a result of the outside employment.

All employees have an affirmative obligation to examine carefully any situation where there is potential for conflict of interest or the appearance of conflict of interest and immediately notify Human Resources Manager. Failure to do so may result in disciplinary action. Employees who are uncertain as to the effect or appearance of their activities should always consult with their supervisor or Human Resources Manager prior to engaging in the activity.

Specific Examples of Conflict of Interest:

The following examples may be determined to be evidence of a conflict of interest:

1. Appropriation or disclosure in any way of DULA documents and/or privileged information to any individual associated in any way to any educational institution, whether associated with Acupuncture and Oriental Medicine or not, without prior written authorization of the President.
2. Directly or indirectly pursuing the interests of other organizations, agencies, associations or employers above those of DULA while employed at DULA. Exceptions may be made after prior full disclosure and approval by the President.
3. Operation of business engaged with DULA or interest and/or direct or indirect participation in any entity that is engaged with DULA while employed at DULA. Exceptions may be made after prior full disclosure and approval by the President.

4. Receiving fees, royalties, bonuses from any business engaged with DULA while employed at DULA.
5. Sales and direct or indirect distribution of instructional materials, books, vitamin supplements, herbal products, educational tools and equipment to DULA students and/or staff if similar items are sold at a DULA related business (i.e., bookstore).
6. Receiving fees and/or any other payment for clinical treatment, loose Herbs, and herbal prescriptions from patients, students or any other persons while employed at DULA.

Any faculty or staff member who is determined to have conducted himself/herself in conflict with the interests of DULA may be subject to reprimand, suspension or termination of employment.

Hiring of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. “Relatives” are defined as spouse, mother, father, sister, brother, child, stepmother, stepfather, stepsister, stepbrother, stepchild, niece, nephew, cousin, uncle, aunt, grandparent, grandchild, and in-laws within these categories.

Relatives of persons currently employed by DULA may be hired only if they will not be working directly for or supervising a relative. Spouses of employees may not be employed under each other’s direct supervision and not in the same department. DULA employees cannot be transferred into such a reporting relationship. Employees who marry or should become related by marriage may continue their employment if they do not work in a direct supervisory relationship or otherwise present problems in supervision, safety, security or morale. If there are problems, DULA will attempt to reassign one or both of the employees to an available position for which the employee is qualified to eliminate the problem, but if no such position is available, one of the employees may be asked to leave DULA. The employees will decide which of them will leave. If the employees do not decide, both may be terminated.

Employees shall not initiate, participate in, or exercise any influence over departmental or institutional decisions involving a direct benefit to a relative. Such benefits include but are not limited to, initial appointment, retention, promotion, compensation, leave of absence, or grievance procedure

Housekeeping

Employees must maintain their work areas in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees may not litter or

discard such items as cigarettes or food wrappers on the premises. Remember, we want our students and patients to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

Meetings

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review University operating policies. You are required to attend all University meetings involving your department or which you have been asked to attend, unless excused by your supervisor.

Parking

So that we will have sufficient and convenient parking for our students and patients, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

Personnel Records

Recognizing the confidential nature of the information in your personnel record, the University limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of the Human Resources Manager.

You may review your own personnel file with the Human Resources Manager present to answer any questions. You may also correct or clarify personal information contained in your personnel file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the University.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, the University will either make personnel records available

to the employee for his/her inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee shall be responsible for the cost of copying.

About Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among the University's concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee is expected to assist the University in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

To assist in providing a safe and healthful work environment for employees, students, and visitors, DULA has established a workplace safety program.

Every employee is responsible for working safely, both for self-protection and for protection of fellow workers. Some employee safety responsibilities/ rules include but are not limited to:

1. Do not operate any equipment without proper training and authorization.
2. Report any safety hazards or defective equipment to your supervisor or the Campus Enhancement Manager immediately.
3. Do not remove and/or tamper with any guards or safety devices and never use any equipment with inoperative or missing guards or safety devices.
4. Report all accidents and injuries, no matter how minor, to your supervisor and the Human Resources Department within 24 hours.
5. Do not climb on shelves or stand on chairs; you must use a step stool or ladder.
6. Always follow safe lifting procedures when lifting any object and get help for heavy objects.
 - 1) Bend knees, not your back
 - 2) Keep object close to body
 - 3) Lift with legs
7. Do not lift and twist
8. All tools and equipment should be inspected for safe condition, grounding, and operation before using.
9. When required, employees must wear all safety articles and use protective equipment provided to them.

Employees violating any of these rules or practices, or engaging in any conduct that creates a safety hazard or disruptive environment, will be subject to disciplinary action up to and including termination of employment.

All accidents -- including those which do not involve serious injury and those involving students and patients - must be reported immediately to your supervisor. It is only through full knowledge of every accident that the University can become a safer, healthier place to work for everyone.

Emergency Closings

If you are advised to evacuate the building, you should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building. Be present and accounted for during roll call.
- Do not re-enter the building until instructed to do so.

Animals on Campus

Animals are not allowed on campus or in the parking lot at any time for the exception of Guide dogs for the visually impaired.

Searches and Inspections

In order to protect the safety and property of all of our employees, the University reserves the right to inspect employees' lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto University property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment. Prior written authorization must be obtained before any DULA property may be removed from the premises.

Technology and Information

Cellular Phones, Smart Phones, Tablets, and Other Handheld Electronic Devices

Excessive use of personal cellular phones, smart phones, tablets, and other handheld electronic devices (“handheld devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are, therefore, prohibited from using handheld devices for personal purposes during working hours except in an emergency. Employees should ensure that friends and family members are aware of the University’s policy.

Employees may not use a handheld device in a manner that violates our Policy Against Harassment, Discrimination and Retaliation, Equal Employment Opportunity Policy, or any other University policies.

The University will not be liable for the loss of handheld devices brought into the workplace.

Personal Use of University-Provided Handheld Devices

Where job or business needs demand immediate access to an employee, the University may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. The University reserves the right to deduct from an employee paycheck any charges incurred for an employee’s personal or unauthorized use of the handheld devices.

Recording Devices

To maintain the security of our premises and systems, and the privacy of our employees, students and patients, employees are prohibited from taking photographs or making audio or video recordings of other employees during working time. Employees are prohibited from taking photographs or making audio or video recordings of our students and patients at any time. Employees are prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time. These prohibitions include the use of handheld devices equipped with cameras and audio and video recording capabilities. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

Safety Issues for Handheld Devices

Employees are required to refrain from using handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or

emails while driving. Regardless of the circumstances, including slow or stopped traffic, you are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via handheld devices.

Employees who are charged with traffic violations resulting from the use of handheld devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Reimbursement

The University reimburses employees for business expenses reasonably incurred in performing their duties, including employees' mandatory use of their personal cellular phone. If your job requires you to use your personal cellular phone, such usage will generally be reimbursed at a reasonable rate, subject to the approved submission of a copy of your cellular phone bill by the first week after you receive your bill. If you believe that the business that is being conducted via your cellular phone results in an expense to you that is greater than what the University is offering, please contact the Human Resources Manager. To the extent possible, employees should conduct University business by using a University-provided land line rather than by their personal cellular phones.

University Computers, Databases, Email, Voice Mail and the Internet

The following policy governs the use of all University-owned computers, databases, and personal computers used for University business, email and voice mail systems, and Internet access via University computers and/or data lines, hereinafter referred to in this policy as "University computer systems." Personal computers used for University business include laptops, tablets or home computers that are connected with the University's network on a regular or intermittent basis.

The University invests in computer systems to facilitate the business of the University. These tools are intended to assist employees with the execution of their job duties and shall not be abused. Employees should not use or access the University's computer systems in any manner that is contrary to this policy.

University Property

All University computer systems are the University's property. All information that is temporarily or permanently stored, transmitted or received with the aid of the University's computer systems remain the sole and exclusive property of the University.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on University computer systems, and all data temporarily or permanently

received, collected, downloaded, uploaded, copied and/or created on non-University computers used for University business that relates in any manner to the University's business is subject to monitoring by the University, is the exclusive property of the University and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on University computer systems may not be used in any manner that violates this policy.

Upon termination of employment, an employee shall not remove any software or data from University computer systems and shall completely remove all data collected, downloaded and/or created on non-University computers used for University business that relate in any manner to the University's business. Upon request of the University, a terminating employee shall provide proof that such data has been removed from all personal computers used for University business.

Prohibited Use under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of the University's computer systems. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state and local laws.
- Employees may not use the University's computer systems in any way that violates the University's Policy Against Unlawful Harassment, Discrimination and Retaliation including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, student, patient, or other outside party.
- Employees may not use the University's computer systems in any manner that violates the University's Rules of Conduct.
- Employees may not use the University's computer systems in any manner that violates the University's Policy on Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use the University's computer systems for any purpose that is competitive with the University. All such access and use is unauthorized.

- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the University's computers, email and Internet systems without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs or play electronic games through the University's computer systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through the University's computer systems.

Prohibited Use during Working Time

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through the University's computer systems.
- Employees may not access University computer systems for any purpose which does not advance the employer's legitimate business interests.
- Employees may not download, transmit, stream or retrieve messages, data, or information from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms and message boards, unless such activity is necessary for business purposes.

Unsolicited Email

Email has become an extremely important and efficient means of communication. However, the abuse of email systems, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the University's servers and network, and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the University complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use the University's computer systems to transmit unsolicited commercial email:

- Promoting the University’s business, goods, products and services without prior authorization.
- Promoting your own personal business, goods, products and services.
- To the University’s students and patients who have elected to “opt-out” of receiving the University’s electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the University eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products or services and to further prevent the receipt of offensive or undesired outside email, you should:

- Delete unfamiliar or suspicious email from outside the University without opening it.

Monitoring

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in University computer systems may be accessed by the University at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for University computers or personal computers used for University business to the Office Manager. Changing passwords or creating new passwords without notifying the Office Manager is strictly prohibited.

The University’s monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the University’s network, data lines, and other systems, review of personal email (including personal web-based password-protected email) and text messages accessed using University computers and/or University data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

System Integrity

Because outside storage devices may compromise the University’s computer systems, employees are not permitted to use personal storage devices or copies of software or data in any form on any University computer without first: (1) obtaining specific authorization from the Office Manager, and (2) scanning the data for viruses. Any employee who introduces a virus into the University’s system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the University's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the University's system.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage the University's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

Fax Machines, Copiers, and Scanners

Any non-business use of the fax machines, copiers, and/or scanner must be approved by management. Employees are prohibited from using these machines for the purpose of scanning, transmitting, receiving or copying materials which may be deemed offensive or insulting or in violation of the University's Policy Against Unlawful Harassment, Discrimination, and Retaliation. Any employee who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to the Human Resources Manager.

Protection of the University's Trade Secrets and Confidential Information

In the course of your employment with the University, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the University relating to the operation of the University's business and its students and patients (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The University's Trade Secrets are: (1) not generally known to the public or to the University's competitors; (2) were developed or compiled at significant expense by the University over an extended period of time; and (3) are the subject of the University's reasonable efforts to maintain their secrecy.

“Confidential Information” means information belonging to the University, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the University and/or employees have gained access to while employed by the University and/or were developed by employees in the course of their employment with the University, that is proprietary and confidential in nature.

As part of the consideration employees provide to the University in exchange for your employment and continued employment with the University, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by you shall remain at all times the sole property of the University, and that if the University’s Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the University and would give a competing business an unfair business advantage against the University.

You shall not, except as required in the conduct of the University’s business or as authorized in writing by the University, disclose or use during your term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the University you prepare, use or come in contact with shall be and shall remain the sole property of the University and shall not be copied without written permission of the University and shall be returned to the University on termination or cessation of your employment, or at the University’s request at any time.

Social Media, Social Networking and Blog Policy

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, Reddit, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The University respects the rights of all employees to use social media. However, because communications by University employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the University to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of the University’s policies and procedures, including, but not limited to, the University’s policies: (1) protecting certain confidential information related to the University’s operation; (2) safeguarding University

property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of University computers, telephone systems, and other electronic and communication systems owned or provided by the University.

Employees are prohibited from the following:

- Using or disclosing the University's trade secret information or proprietary and confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only. Examples of confidential information include student and patient information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to wages, hours and working conditions.
- Using or disclosing a student's, patient's, vendor's, partner's or supplier's trade secret information or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property or business use only.
- Using social media to post or to display comments about co-workers, supervisors, students, patients, vendors, suppliers, or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the University's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
- Posting or displaying content that is an intentional public attack on the quality of the University's products and/or services in a manner that a reasonable person would perceive as calculated to harm the University's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
- Unless authorized and approved by the University, disclosing or publishing any promotional content about the University or its products.
- Engaging in activities that involve the use of social media that violate other established University policies or procedures.
- Using social media while on working time, unless it is being used for University business and with the authorization of the University.
- Posting a photograph of a supervisor, manager, vendor, supplier, student or patient without that individual's express permission.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor or the Human Resources Manager.

Employees may not use employer-owned equipment, including University computer systems, University-licensed software, or other electronic equipment, nor facilities nor University time, to conduct personal blogging or social networking activities.

Employees should know that the University has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by the University at any time without prior notice.

Social media account ownership: To the extent an employee is authorized as part of his/her job duties to use social media account(s) to advance the employer's interests, the employer, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

Unauthorized Interviews

Employees should not speak to the media on the University's behalf without contacting the Human Resources Manager or President. All media inquiries should be directed to them.

Copyright Act

Dongguk University recognizes that federal law states that it is illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for unauthorized copying of audiovisual or printed materials, and computer software, unless the copying or using conforms to the "fair use" doctrine.

While the Dongguk University encourages its faculty and staff to enrich the learning programs by making proper use of supplementary materials, it is the responsibility of the faculty and staff to abide by Dongguk University's copying procedures and obey copyright laws. In no circumstances shall it be necessary for faculty and or staff to violate copyright requirements to perform their duties properly.

Any faculty or staff member who is uncertain as to whether reproducing or using copyrighted material complies with policy and is permissible under the law should contact the Admissions Office.

In accordance with copyright compliance, copyright regulations will be prominently posted at all areas where materials may be reproduced without supervision.

Works Eligible for Protection: Any tangible medium of expression, now known or later developed, which can be perceived, reproduced, or otherwise communicated, either with the aid of machine or device.

What are Copyright Owners' Rights?

- The right to reproduce or copy the work
- The right to prepare derivative works
- The right to distribute to the public
- The right to public performance of the work
- The right to public display of the work
- The right to digitally transmit recordings (digital author's right)

What is "Fair Use"?

- "Fair Use" refers to permissible uses of copyrighted materials when certain conditions have been met. These four criteria of "Fair Use" must all be met:
- The use of the work must be for nonprofit educational purposes.
- The nature of the copyrighted work must be considered.
- The portion of the copyrighted work used must meet the tests of brevity, spontaneity, and cumulative effect.
- The effect of the use will not be a detriment to the potential market value of the copyrighted work.
- To apply copyright laws, there are several rules of "Fair Use" that should be applied when asking if one is staying within copyright guidelines and law. These tests are for Brevity, Spontaneity, and Cumulative Effect.

About Brevity

The test for brevity has to do with the amount of material you copy from a work. As a general rule, it should not exceed 10% of the whole work. Other rules for this test include:

- A complete poem if less than 250 words; or an excerpt from a longer poem, but not to exceed 250 words.
- An essay or any such work of 2,500 words or less.
- An excerpt from a larger printed work not to exceed 10% of the whole or 1,000 words, whichever is less, per class term.
- One chart, graph, diagram, cartoon, or picture per work.

Spontaneity

The test for spontaneity has to do with time: seizing the moment. Copying should be at the instance and inspiration of the teacher. This occurs when the inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

Cumulative Effect

This test has to do with the amount of work that is copied over time:

- The copying of the material is for only one course in the school in which the copies are made.
- Not more than one short poem, article, story, essay, or two excerpts may be copied from the same author during the same term.
- Not more than three authors from the same collective work may be copied during the same term.
- There shall not be more than nine instances of such multiple copying for one course during one class term.

Rules for Copying Materials from Works

- **Print Media:** A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:
 - A chapter from a book.
 - An article from a periodical or newspaper.
 - A short story, short essay, or short poem.
 - A chart, graph, diagram, drawing, cartoon; or a picture from a book, periodical, or newspaper.
- A slide or overhead transparency, if the creation does not exceed 10% of photographs in one source (book, magazine, filmstrip, etc.) unless the source forbids photographic reproduction.
- Multiple copies, not to exceed in any event more than one copy per pupil in a course, may be made by or for the instructor giving the course for classroom use or discussion, provided that:
 - Each copy includes a notice of copyright.
 - The copying meets the test of brevity, spontaneity, and cumulative effect.
 - The same teacher does not use the material repeatedly from term to term.
 - Not more than nine classroom sets are used in any one term.
 - Sets are destroyed after the permitted use.
- This policy complies with the “Fair Use” guidelines.

- Videos: “Fair Use” rules for videos must be observed unless you have a license for public performance of a video.
- Teachers or students must present the video.
- The video must be a part of face-to-face teaching activities. It must directly relate to the curriculum and the current lesson. “Home Use Only” videos may not be used for entertainment or reward.
- The presentation must occur at school in a classroom or similar educational setting.
- The video must be legally obtained.

Changes in Status

Changes in Personnel Records

To keep your personnel records up to date, to ensure that the University has the ability to contact you, and to ensure that the appropriate benefits are available to you, you are expected to notify the University promptly of any change of name, address, phone number, number of dependents, or other applicable information.

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources should be directed to the Human Resources Manager. No information should be given regarding any employee by any other employee or manager to an outside source.

Notice of Resignation

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. You are responsible for returning University property in your possession or for which you are responsible.

Exit Interview

Any employee leaving the University may be required to attend an exit interview conducted by the employee's supervisor or Human Resources Manager. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, University property or other matters related to the termination.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at the University. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our University, and we look forward to working with you.

DULA Employee Grievance Policy

DULA employee may file a complaint with the grievance form regarding any problem raised by the behavior of an instructor, staff, administrator, or another student to the Director of Administration, who also serves as the complaint designee for the employee. The grievance form can be obtained at the DULA front desk. The complaint designee will review the matter. If more information is required before attempting to present a resolution, the complaint designee will investigate the matter thoroughly by having an interview with all individuals (including the reporting employee) and reviewing all documents that are related or may potentially related to the matter.

The complaint designee will report the matter to the executive committee along with a recommendation for a resolution. If the executive committee acknowledges the recommendation, then the matter will be considered resolved; if not, further discussions will be held until the majority of the executive committee agrees upon a resolution. Resolutions will vary depending on the seriousness of the complaint.

Employee may reopen a complaint case by appealing to another executive committee member; if no members acknowledge the employee's request, the case will be considered closed. Once the case is closed, the employee and other appropriate parties will be notified of the executive committee's decision by Director of Administration or any member of the executive committee within thirty (30) days. The details of the case shall remain private and no publication will be made.

Should the reporting employee, or any other affected party, remain displeased with the outcome provided by the university, they may contact:

Accreditation Commission for Acupuncture and Oriental Medicine

ACAOM is located at 8941 Aztec Drive, Eden Prairie, Minnesota 55347;

Phone 952-212-2434; fax 301-313-0912.

www.acaom.org

Bureau for Private Postsecondary Education

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education.

2535 Capitol Oaks Drive, Suite 400, Sacramento, CA
95833 P.O. Box 980818, West Sacramento, CA 95798- 0818
Tel. (916) 370-7589, (916) 431-6959, Fax. (916) 263-1897. www.bppe.ca.gov

California Acupuncture Board

1747 N. Market Blvd, Suite 180, Sacramento, CA 95834
Tel (916) 515-5200, Fax (916)928-2204. www.acupuncture.ca.gov

Whistleblower Protection & Policy

This policy rules both the reporting and investigation of allegations of suspected unlawful activities and the protection of whistleblowers from retaliation. It describes Procedures for investigating known or suspected improper activities and addressing complaints of retaliation for such issues.

Policy Statement

Dongguk University(DULA) is committed to protecting faculty, staff, students, interns, volunteers and others affiliated with the University who disclose information where the member of the Dongguk University has reasonable cause to believe that the information discloses misconduct that violate a state or federal statute, a local, state or federal rule or regulation, or a University policies & procedures. The University will protect from retaliation members of the Dongguk University who make good faith reports of suspected violations of law or University policy.

Object of Policy

1. To encourage all members of the Dongguk University to report suspected violations of law or University policy.
2. To provide a system for reporting and investigating suspected violations.
3. To strengthen Dongguk University's anti-retaliation policy for any member of the Dongguk University who in good faith in concerns, looks for advice, files a complaint or grievance, testifies or participates in investigations, compliance reviews, or against its actual or perceived violations of Dongguk University's policy.

What is a whistleblower?

A "whistleblower" is any person within the University, employees, students, or other University members, who discloses information to a government or law enforcement agency, to a person with authority or another employee who has the authority to investigate, or correct the violation, or who provides information to, or testifies before, any public conducting an investigation, hearing or inquiry, where the reporting individual has reasonable cause to believe that the information discloses:

1. A violation of a state or federal laws,
2. A violation or noncompliance with a local, state or federal regulation,
3. A violation of University policies, procedures
4. Employee safety or health, unsafe working conditions or work practices in the employee's or place of employment.

The term "employee" refers to all faculty (whether full-time, part-time, tenured, tenure track, or nontenure track), all full-time and part-time staff and administrators, interns and all student employees.

Whistleblowers are protected from retaliation

Dongguk University strongly prohibits any retaliation against an individual who files a complaint of misconduct under this policy; is involved as a witness or participant in the complaint or investigation process; or refuses to engage in illegal, dishonest or fraudulent conduct.

Engaging in retaliation can result in disciplinary action, including dismissal from the University. An individual who files a complaint that the individual knows or believes to be false is not protected by this policy against retaliation and may be subject to disciplinary action for filing a false report.

The University encourages anyone who believes he/she has been subject to retaliation or otherwise aware of an incident of unlawful retaliation that in violation of University policy, need to follow the complaint procedure below to report the incident promptly. If retaliation have occurred, the University will review the action was taken to the individual who was retaliated against.

The University will not discharge, demote, suspend, threaten, harass, retaliate against, or discriminate against an employee in the terms and conditions of employment based on any lawful actions of such employee with respect to his/her good faith reporting of complaints and concerns following to this policy.

The University prohibits:

1. All employees from making, enforcing, any regulation, or policy preventing individuals from reporting misconduct.
2. All members of the University from retaliating against individuals who report misconduct.

3. All employees of the University from retaliating against individuals for refusing to participate in an activity that would result in a violation of a state or federal law, or a violation or noncompliance with a local, state or federal rule or regulation.
4. All employees of the University from retaliating against individuals for having exercised his/her rights as a whistleblower in any former employment.
5. All employees of the University from retaliating against individuals because the individual is a family member of a person who filed a complaint under this policy.

An University employee may not:

1. Retaliate against an employee who has made a protected disclosure or who has refused to follow an illegal activities, nor
2. directly or indirectly use the official authority or influence of his/her position for the purpose of interfering with the right of an employee to make a protected disclosure to the University. It is the intention of the University to take whatever action may be needed to prevent and correct activities that violate this policy.

Any employee who believes he or she has been

1. subjected to or affected by a retaliatory conduct for reporting suspected unlawful activity, or
2. for refusing to engage in activity that would result in a violation of law,
3. should report such conduct to the supervisory personnel (if such supervisory personnel is not the source of or otherwise involved in the retaliatory conduct). Any supervisory employee who receives such a report, or is aware of retaliatory conduct, is required to advise the University, of any such report or knowledge of retaliatory conduct. If the Employee believes that reporting such conduct to the appropriate supervisor is for any reason inappropriate, unacceptable or will be ineffectual, or if the report to the supervisor has been made and the retaliatory conduct has not ended, the Employee should report the incident directly to the University.

All internal complaints will be investigated immediately and with the discretion. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary action will be taken where the allegations are verified and/or otherwise substantiated.

Filing Procedure

Any person could report allegations of suspected illegal activities. Knowledge or suspicion of improper governmental activities may from academic personnel, staff or administrators,

auditors, law enforcement, regulatory agencies, and customers, vendors, students or other third parties. Allegations of suspected improper activities may also be reported anonymously.

1. Allegations of suspected improper activities should be made in writing so as to assure a clear understanding of the issues, but may be made verbally. Such reports should be factual and include as much detailed information as possible.
2. Normally, a report by a University employee of a suspected improper activity should be made to the reporting employee's supervisor or other appropriate administrator or supervisor. However, when there is a potential conflict of interest or for other reasons, such reports may be made to another University official whom the reporting employee may reasonably expect to have either responsibility over the affected area or the authority to review the alleged improper governmental activity on behalf of the College. All employees who receive such reports should immediately report them to the University, who will participate in the investigation.
3. When a person reports allegations of suspected improper activities to an appropriate authority the report is known as a **protected disclosure**. University employees who make a protected disclosure are protected from retaliation.
4. The University will forward (1) a report on each allegation of suspected improper activities to the College's Board, and, when appropriate, the President, and (2) a follow-up report on actions taken in response.

Office to file to Complain

Name of Office: Human Resources

Contact information:

John Jeon (HR Director)

hr@dula.edu

dongguk
UNIVERSITY



LOS ANGELES

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the Dongguk University Los Angeles (“University”) Employee Handbook and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the University are at-will, shall be for no specific duration, and may be changed or terminated at the will of the University. Both I and the University have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the University concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the University and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the President of the University.

2. I and the University agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, including but not limited to the termination of my employment and my compensation. I and the University each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law. Both I and the University agree that any claim, dispute, and/or controversy that I may have against the University (or its owners, directors, officers, managers, employees, or agents), or the University may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (“FAA”), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act’s other mandatory and permissive rights to discovery). The FAA applies to this Agreement because the University’s business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VI of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers’ Compensation Act, Employment Development Department claims, or other claims that are not subject to arbitration under current law. I and the University acknowledge that by signing or refusing to sign this Agreement, I make no representation or demonstration of support or rejection of concerted activity. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, I acknowledge and agree that both the University and I give up our respective rights to trial by jury of any claim I or the University may have against the other.

3. All claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the University. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or parties, or permit such claims or controversies to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring

an action on a class or collective basis.

4. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

5. This is the entire agreement between myself and the University regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement. If any term, provision or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE DISPUTES THAT ARISE OUT OF MY EMPLOYMENT.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]