TOURO COLLEGE AND UNIVERSITY SYSTEM ACADEMIC INTEGRITY POLICY

STATEMENT ON ACADEMIC INTEGRITY

Touro College and University System is a community of scholars and learners committed to maintaining the highest standards of personal integrity in all aspects of our professional and academic lives. Because intellectual integrity is a hallmark of scholarly and scientific inquiry as well as a core value of the Jewish tradition, students and faculty are expected to share a mutual respect for teaching, learning and the development of knowledge. They are expected to adhere to the highest standards of honesty, fairness, professional conduct of academic work and respect for all community members.

Academic dishonesty undermines our shared intellectual culture and our ability to trust one another. Faculty and administration bear a major responsibility for promoting a climate of integrity, both in the clarity with which they state their expectations and in the vigilance with which they monitor students. Students must avoid all acts of dishonesty, including, but not limited to, cheating on examinations, fabricating, tampering, lying and plagiarizing, as well as facilitating or tolerating the dishonesty of others. Academic dishonesty lowers scholastic quality and defrauds those who will eventually depend on the knowledge and integrity of our graduates.

The Touro College and University System views violations of academic integrity with the utmost gravity. Such violations will lead to appropriate sanctions, up to and including expulsion from the college community. We commit ourselves to the shared vision of academic excellence that can only flourish in a climate of integrity.

The Touro College and University System’s policy on academic integrity, which is outlined in this document, is designed to guide students as they prepare assignments, take exams, and perform the work necessary to complete their degree requirements, and to provide a framework for faculty in fostering an intellectual environment based on the principles of academic integrity.

The International Center for Academic Integrity (ICAI), of which the Touro College and University System is a member, identifies five fundamental values of academic integrity that must be present if the academic life of an institution is to flourish: Honesty, Trust, Fairness, Respect, and Responsibility. To sustain these values, the TCUS Academic Integrity Policy, modeled after that of Rutgers University, requires that a student or researcher:

1. Properly acknowledge and cite all ideas, results, or words originally produced by others;
2. Properly acknowledge all contributors to any piece of work;
3. Obtain all data or results using ethical means;
4. Report researched data without concealing any results inconsistent with student’s conclusions;
5. Treat fellow students in an ethical manner, respecting the integrity of others and the right to pursue educational goals without interference. Students may neither facilitate another student’s academic dishonesty, nor obstruct another student’s academic progress;
6. Uphold ethical principles and the code of the profession for which the student is preparing.

Adherence to these principles is necessary to ensure that:
1. Proper credit is given for ideas, words, results, and other scholarly accomplishment;
2. No student has an inappropriate advantage over others;
3. The academic and ethical development of students is fostered;
4. The Touro College and University System is able to maintain its reputation for integrity in teaching, research, and scholarship.

Failure to uphold the principles of academic integrity threatens not only the reputation of Touro, but also the value of each and every degree awarded by the institution. All members of the Touro community bear a shared responsibility for ensuring that the highest standards of academic integrity are upheld.

The Touro College and University System administration is responsible for working with faculty and students to promote an institutional culture of academic integrity, for providing effective educational programs that create a commitment to academic integrity and for establishing fair procedures to deal with allegations of violations of academic integrity.

VIOLATIONS OF ACADEMIC INTEGRITY

The following are considered to be violations of academic integrity and are prohibited by the Touro College and University System. Students, faculty, and other members of the Touro College and University System community who are in violation of one of the offenses listed below or similar such offenses or who assist in the commission of such offenses may be subject to sanctions as described below in the section "Procedures in Response to Violations of Academic Integrity."

PLAGIARISM

Plagiarism is defined as the unauthorized use of the writings, ideas and/or computer-generated material of others without appropriate acknowledgement and the representation of them as one’s own original work. Plagiarism encompasses acts of inadvertent failure to acknowledge sources, as well as improper attribution due to poor citation.

When using ideas/words from other sources, the student must clearly define the sources using standard methods of citation. Plagiarism can occur even when one does not use the exact words of another author. Paraphrasing written material by changing or rearranging words without the proper attribution is still considered plagiarism (even if it eludes identification by plagiarism detection software). It is therefore critically important that students understand how to cite. If students have any questions about the proper use and citation of material from other sources, they should seek help from their professors.

INTENTIONAL PLAGIARISM

Plagiarism takes many forms. Flagrant forms, or intentional plagiarism, as stated in the Thesis Guidelines of the New York Medical College, include, but are not limited to: purchasing or copying a paper from the Internet or from a fellow student or anyone else, whether or not that paper has been published; copying or cutting and pasting portions of others’ work (whether a unique phrase, sentence, paragraph, chart, picture, figure, method or approach, experimental results, statistics, etc.) without attribution; copying clinical notes/materials without personally performing the patient examination. Plagiarized sources may include not only print material but also computer programs, CD-ROM video/audio sources, emails and material from social media sites and blogs, as well as assignments completed by other students at Touro College and University System and elsewhere. A more subtle, but equally flagrant, form is paraphrasing or attempting to put in one’s own words the theories, opinions or ideas of another without proper citation.
Students may not reuse their own previous work without appropriate citation. This is a form of plagiarism called self-plagiarism, and may mislead the reader or grader into the erroneous belief that the current submission is new work to satisfy an assignment.

Students are cautioned against assuming that a fact or idea is common knowledge and are encouraged to provide citation, to deflect a charge of plagiarism.

**UNINTENTIONAL PLAGIARISM**

Plagiarism is not only the failure to cite but the **failure to cite sources properly**. If a source is cited but in an inadequate way, the student(s) may still be guilty of unintentional plagiarism. It is therefore crucial that students understand the correct way to cite. The rules are relatively simple:

1. For exact words, use quotation marks or a block indentation, with the citation.
2. For a summary or paraphrase, show exactly where the source begins and exactly where it ends.

In its policies and disciplinary procedures, the Touro College and University System will seek to recognize and differentiate its penalties between **intentional plagiarism** (as defined above) and **failure to cite sources properly**. However, both forms are violations.

**CHEATING ON EXAMINATIONS AND OTHER CLASS/FIELDWORK ASSIGNMENTS**

The Student Code of Academic Integrity at the New York Medical College defines cheating as improperly obtaining and/or using unauthorized information or materials to gain an advantage on work submitted for evaluation. Providing or receiving assistance unauthorized by the instructors is also cheating.

Examples of cheating include, but are not limited to:

1. Giving or receiving unauthorized assistance to or from another person on quizzes, examinations, or assignments;
2. Using materials or devices not specifically authorized during any form of a test or examination;
3. Exceeding the restrictions put in place for "take home" examinations, such as unauthorized use of library sources, intranet or Internet sources, or unauthorized collaboration on answers;
4. Sitting in for someone else or permitting someone to sit in for you on any form of test or examination;
5. Working on any form of test or examination beyond the allotted time; hiding, stealing or destroying materials needed by other students;
6. Altering and resubmitting for re-grading any assignment, test or examination;
7. Copying from another individual's examination or providing information to another student during an examination;
8. Soliciting, obtaining, possessing or providing to another person an examination prior to the administration of the examination.

Examples of unauthorized assistance include:
1. Giving or receiving person-to-person assistance or information in any manner, including notes, text messages, or e-mails, during an examination or in the preparation of other assignments without the authorization of the instructor;
2. Using crib sheets or unauthorized notes (unless the instructor provides explicit permission);
3. Copying from another individual’s exam.

Failure to comply with any and all Touro College and University System test procedures will be considered a violation of the Academic Integrity Policy.

RESEARCH MISCONDUCT AND OTHER UNETHICAL CONDUCT

The integrity of the scientific enterprise requires adherence to the highest ethical standards in the conduct of research and research training. Therefore, students and other trainees conducting research are bound by the same ethical guidelines that apply to faculty investigators. These standards are described briefly in the New York Medical College Guidelines for Ethical Practices in Research and Policies for Dealing with Instances of Alleged Violations of Ethical Standards and more fully in the US Public Health Service Policies on Research Misconduct.

Research misconduct is defined in the USPHS Policy as "fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results." When appropriate, adjudication will be conducted according to Touro College and University System’s Guidelines for Ethical Practices in Research cited above.

In the Student Code of Academic Integrity, the New York Medical College uses the following as examples of research misconduct:

FABRICATION

Fabrication means making up information, data, or research results, or pretending to have performed experiments that were not, in fact, conducted.

FALSIFICATION

Falsification means inappropriately altering or manipulating data, images, or information on clinical or laboratory records, practicum experiences, research results, equipment, and/or processes so that one possible conclusion or interpretation is favored over others.

PLAGIARISM (AS RESEARCH MISCONDUCT)

Plagiarism, on its own a violation of academic integrity, may additionally constitute research misconduct if it is committed in the context of a research effort.

MISLEADING OR FRAUDULENT BEHAVIOR

Misleading or fraudulent behavior, put simply, is lying, and includes acts contributing to or associated with lying. It takes on any form of fabrication, falsification or misrepresentation.
Examples include, but are not limited to:

1. Reporting false information to gain an advantage;
2. Omitting information or data resulting in misrepresenting or distorting findings or conclusions;
3. Providing false information to explain lateness or to be excused from an assignment, class or clerkship function;
4. Falsely accusing another of misbehavior, or otherwise misrepresenting information about another;
5. Providing false information about oneself, such as on an application or as part of some competition;
6. Taking credit for accomplishments achieved by another;
7. Omitting relevant information about oneself.

TAMPERING

Tampering is the unauthorized removal or alteration of College documents (e.g., library books, reference materials, official institutional forms, correspondence), software, equipment, or other academic-related materials, including other students' work, for the purpose of gaining an unfair academic advantage. It should be noted that tampering as a form of cheating may also be classified as criminal activity and may be subject to criminal prosecution.

Examples include, but are not limited to:

1. Tearing out the pages of an article from a library journal to prevent other students from having access to the required reading material;
2. Intentionally sabotaging another student's work;
3. Altering a student's academic transcript, letter of recommendation, or some other official college document;
4. Electronically changing another student's or colleague's files, data, assignments, or reports.

COPYRIGHT VIOLATIONS

Academic integrity prohibits the making of unauthorized copies of copyrighted material, including software and any other non-print media. Individuals, under the legal doctrine of "fair use", can make a copy of an article or copy small sections of a book for personal use, or may use an image to help teach a concept. As a general rule, if you think you might be violating the copyright law, you probably are. Examples of copyright violations include:

1. Making or distributing copies of a copyrighted article for a group (on paper or electronically)
2. Disseminating an image or video of an artist's work without permission (such as a Netter® or Adam® anatomical drawing) without permission;

The "fair use doctrine" regarding use of copyrighted materials can be found at the following link: http://www.copyright.gov/fls/fl102.html
PROCEDURES IN RESPONSE TO VIOLATIONS OF ACADEMIC INTEGRITY

This Touro College and University System Academic Integrity Policy applies to all students in each of Touro’s schools. Any act in violation of this Policy or any allegation of misconduct related to this Policy involving a student must be reported and addressed in accordance with the adjudication procedures outlined below or those of the student’s school, which at no time will be less stringent than the requirements and standards set forth in this Policy Statement.

REPORTING A CASE OF SUSPECTED PLAGIARISM OR CHEATING

Faculty members or other members of the Touro community who encounter cases of plagiarism or cheating should contact the Chair of the relevant department, and inform the offending student of such. The Chair will report the incident, in writing, to the Dean. The Chair will provide faculty with advice specific to the individual incident. No grade may be entered onto the student’s record for the course in question before the issue is resolved, either informally or formally.

RESOLUTION OF ACADEMIC INTEGRITY VIOLATIONS

Students who are found to have violated the Touro College and University System’s Standards of Academic Integrity are subject to sanctions. Each school (see Appendix II for listing of schools) shall designate the Dean responsible for adjudicating violations of Academic Integrity (herein referred to as the “Dean” except where otherwise noted). Depending on the school’s Student Handbook or Bulletin, this may be the Dean of Students, the Dean of Faculties, or another appropriate responsible individual.

As stated above, incidents are reported to the department Chairperson, and a report by the Chair is submitted to the Dean. The method of resolution of the violation may be either informal or formal.

At the discretion of the Dean or Chair, the student may be removed from the class pending a resolution of the matter. Should a student action be of such a nature that it is felt that he or she must be relieved of his/her right to attend the Touro College and University System, the student may be temporarily suspended from the Touro College and University System upon recommendation of the Dean. In the case of suspension, an expedited formal hearing will be scheduled. Suspended students may not avail themselves of the informal resolution process.

INFORMAL RESOLUTION

The student and faculty member may resolve the issue informally—with notice to the Chair of the Department and the Chair’s consultation with the Dean (which must be accompanied by a written synopsis of the matter)—and the faculty member, in consultation with the Chair, may impose any range of sanctions (Class C, D, or E) short of suspension and expulsion. If the student agrees to the decision, then any disposition will be final. Once accepted by the student, the decision of the faculty member and Chair is not subject to appeal, and is binding on both the student and faculty member.

The Chair must indicate whether the violation was a minor or inadvertent violation that is not subject to reporting, or whether the violation is significant enough to warrant reporting. The outcome of the informal resolution should be reported in writing to the Dean, who will maintain the record of significant violations for the duration of the student’s academic career.
The informal resolution process is not available to individuals who have been previously reported.

FORMAL RESOLUTION

In the event that (1) the student denies the charge, (2) the student and faculty member do not agree to informal resolution, (3) the student is a repeat offender, or (4) for any other reason for which informal resolution is not appropriate as determined by the Chair or the Dean, then the matter shall be submitted for formal resolution.

The Touro College and University System has developed the following formal method of resolution to deal with academic integrity allegations and complaints.

To institute formal resolution, the following procedures shall be followed:

1. The Dean receives a written statement from the instructor or any other complainant, as the case may be.
2. The written statement must include the name of the involved student, the name and status of the reporting person, and the nature of the alleged act.
3. The Dean shall arrange a hearing which, generally speaking, should take place no earlier than three (3) calendar days and no later than twenty (20) calendar days after receipt of the complaint.
4. The hearing shall take place before the Standing Committee on Academic Integrity of the School. See Appendix II.
5. All persons involved in a hearing shall be given adequate notice of all hearing dates, times and places. Such notice, which may be by e-mail and followed by a hard copy, will be given at least twenty-four hours prior to any hearing, unless waived by the parties involved.
6. Postponements of Committee hearings may be made by the interested parties or the administration. The student may be granted a postponement if pertinent information or interested parties cannot for good cause be present at the appointed time. Any postponement may not extend beyond a three-month period.
7. The student charged and the person making the charges will be afforded the following opportunities:
   a. To review, but not copy, all pertinent information to be presented to the Committee. The length of time for review shall be reasonable, as determined by the Committee Chair.
   b. To present fully all aspects of the issue before the Committee.

COMMITTEE HEARINGS WILL PROCEED UNDER THE FOLLOWING GUIDELINES:

1. All Committee hearings and meetings are to be closed sessions. The Committee may hear other people of its choosing who may be knowledgeable about the issue(s) under consideration, and may investigate relevant written reports, discussions with involved parties, examinations, papers, or other related documents.
2. A quorum of this Committee must be present in order to conduct official business and render a decision.
3. All decisions shall be made by majority vote, the mechanism to be determined by Committee membership.
4. The student has the right to appear in person before the Committee in order to present his/her case, but, after proper notice of a hearing, the Committee may proceed, notwithstanding the student's absence.

5. The hearing is academic in nature and non-adversarial. Representation by an attorney is not permitted.

6. A recording secretary may be appointed by the Committee Chair. Transcripts of the proceedings are not mandatory or required.

7. All issues in dispute shall be presented orally by the Committee Chair.

8. All information supporting the charges made against a student shall be presented first. Following this presentation, the student who is under investigation will present his/her side of this issue, submitting to the Committee information that he/she chooses to submit to support the student's stance or position. The Dean, his or her designee, or other members of the Administration may also meaningfully participate in this information exchange. Pursuant to the Touro College and University System Code of Conduct, the student is expected not to obstruct the investigation or proceedings.

9. At the completion of all discussions, the student and his/her accuser may each make a closing statement. The administration may also be afforded an opportunity to make a statement.

10. At any time during the hearing the student, his/her accuser, the Committee, and/or the Touro College and University System's representatives may raise questions about the information under review so that all aspects of the case are clarified.

THE COMMITTEE SHALL REACH A DECISION USING THE FOLLOWING GUIDELINES:

1. The Committee will meet in closed session to reach a decision, including recommended sanctions, if applicable. Such meeting will generally be held within one school day following the hearing.

2. If the Committee seeks additional information following commencement of its deliberations, it will notify the parties within two school days, and reconvene the hearing within five school days of the conclusion of the original hearing. The Committee's final decision must then be made.

3. The Committee's decision must be based solely on the evidence presented at the hearing and will be the final disposition of the issues involved, including sanctions. The Committee's decision will be presented in writing to the Dean and the student.

4. In the absence of an appeal, the Dean will transmit the Committee's decision to the Touro College and University System (TCUS) Academic Integrity Council. Solely in the event of a disparity or other irregularity in the sanction imposed, the TCUS Academic Integrity Council may remand the matter to the Dean, noting the new range of permissible sanction.

ACADEMIC APPEAL PROCESS

1. Following notification of the Committee decision, a student may wish to appeal the decision. He or she has three (3) working days within which to submit a formal written appeal of the decision to the Dean of the Division or School. The appeal should be accompanied by a narrative explaining the basis for the appeal. The narrative should fully explain the student's situation and substantiate the reason(s) for advocating a reversal or modification of the decision by the Committee.

2. After consideration of the Appeal, the Dean may accept, reject or modify the Committee's decision, and will notify the student in writing of the decision.
3. The Dean, when notifying the student of the decision, shall inform the student of his/her right to appeal an adverse decision in the event the sanction imposed was a suspension, expulsion or revocation of the degree. In all other instances, the Dean’s decision will be FINAL.

4. A copy of the Dean’s final decision will be transmitted to the Touro College and University System (TCUS) Academic Integrity Council. Solely in the event of a disparity or other irregularity in the sanction imposed, the TCUS Academic Integrity Council may remand the matter to the Dean, noting the new range of permissible sanctions, for action consistent with overall TCUS standards.

In the event the Dean and the Committee have decided to suspend, expel or revoke a student’s degree, following notification of the Dean’s decision, a student may wish to appeal the decision. He or she has five (5) working days within which to submit a formal written appeal of the decision to the respective Chief Academic Officer (e.g., the Provost or Senior Provost) or Presidential designee. The appeal should be accompanied by a narrative explaining the basis for the appeal. The narrative should fully explain the student’s situation and substantiate the reason(s) for advocating a reversal of the prior recommendation or decision by the Committee or the Dean.

The Provost may grant an appeal only on the basis of one of the following:

1. Evidence of bias of one or more of the members of the Committee or of the Dean.
2. New material documenting information that was not available to the Committee or a relevant Dean at the time of the initial decision.
3. Procedural error.

The Provost may interview the student, but will not conduct a hearing. The Provost will consider the merits of the appeal and may even consult the Chair of the Committee. The Provost will notify the student in writing of the appeal decision. The decision of the Provost shall be final.

STATUS OF STUDENT PENDING ACTION

Pending resolution on charges, the status of the student will not be altered except in cases where the student has been suspended, in which case an expedited resolution procedure will be in effect. If a student is suspended for any reason, all as-yet undisbursed financial aid may be withheld unless, or until, the action is fully resolved and the student is reinstated. If reinstated, the financial aid funds can be released to the student. If the student is dismissed, the funds will be returned to the proper agency or lender.

SANCTIONS

Sanctions may be imposed by the faculty, the Dean or the Committee.

Sanctions may include the following or combinations thereof:

1. Class A Sanctions:
   a. Expulsion/dismissal;
   b. Revocation of awarded degree in the event that the violation is identified after graduation.

2. Class B Sanctions:
a. Suspension (up to twenty-four months)

3. Class C Sanctions:
   a. Indication of the disciplinary action in a letter of reprimand, in reference letters, licensure and regulatory forms, etc.;
   b. Notification of the violation to the other schools within the Touro College and University System;

4. Class D Sanctions:
   a. Placement on Probation;
   b. Failure in the course and requiring the student to repeat the entire course/clerkship;

5. Class E Sanctions:
   a. Ordering student to take additional ethics tutorials intended to assist student to avoid future misconduct;
   b. Reduction of the grade for a particular submitted piece of work, segment of work required for a course/clerkship or the entire course/clerkship with or without the option of redoing the work;
   c. Requiring the student to redo the assignment;

6. Other Sanctions:
   a. Other sanctions, as deemed just and proper. For example, repeat offenders may be subject to more stringent sanctions.

RECORDKEEPING

Records of the resolution of proceedings shall be kept in accordance with the following:

1. If the Committee finds no merit in the allegation under discussion, the Touro College and University System records of the proceedings shall be sealed and secured in the office of the Dean until such time as any legal statute of limitations has expired. Upon the running of the limitations period, all records shall be destroyed. Should a need arise to open the sealed records, the Provost, Dean, or Chief Compliance Officer shall issue an order to open the record. These records will not go into a student’s file.

2. If the Committee determines that there is merit in the allegation, all matters relative to the resolution shall be entered in the student’s academic file, with a copy held by the Dean.

A student may see his/her file in accordance with Touro College and University System regulations concerning inspection of records as spelled out in Guidelines for Access to and Disclosure of Educational Records Maintained by the Touro College and University System.
ACADEMIC INTEGRITY STATEMENT

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Academic honesty supports our shared intellectual culture and our ability to trust one another. Students must avoid all acts of dishonesty, including, but not limited to:

* cheating
* plagiarizing (presenting the work or ideas of others as your own)
* fabricating (making up information, data, or research results)
* tampering (unauthorized removal or alteration of College documents, software, equipment, or other academic-related materials, including other students’ work)
* lying
* working with others when assignments or exams require individual work
* making unauthorized copies of copyrighted material
* facilitating or tolerating the dishonesty of others

Academic dishonesty lowers scholastic quality and adversely affects those who will eventually depend on the knowledge and integrity of our graduates. Failure to uphold the principles of academic integrity negatively impacts the reputation of Touro, the value of each and every degree awarded by the institution, and the future success of our graduates.

The Touro College and University System views violations of academic integrity with the utmost gravity. Such violations will lead to appropriate sanctions, from failure in coursework up to and including expulsion from the Touro College and University System. We commit ourselves to the shared vision of academic excellence that can only flourish in a climate of integrity.

The complete Touro College and University System Academic Integrity Policy can be found online at www.touro.edu/academic_integrity.

I have read the Touro College and University System Academic Integrity Statement and I agree to honor and uphold it.

First & Last Name [Printed]:

Signature: __________________________ Date: _______
By signing below, I acknowledge that the College Catalog, Student Handbook, Course Documentation Materials, and the Clinical Rotations Manual are posted online, including Code of Conduct & Academic Integrity.

This also affirms that I am responsible to be aware of, and abide by, the rules and regulations contained therein.

First & Last Name (Printed): ____________________________

AACOMAS#: _______________________________________

Student ID#: _______________________________________

Student Signature: __________________________________

Date: ____________________________

Initial Here: ______________________
Blood or Bodily Fluid Exposure

By signing below you agree that you have received, read and understand the Blood or Bodily Fluid Exposure information packet. You agree that in the event of a blood or bodily fluid exposure, you will follow all of the instructions provided and that you will seek immediate medical attention in an emergency department.

Please be aware that if you do not wish to sign below, you will not be allowed to participate in certain Medical Simulation Elective activities.

First & Last Name (Printed):

AACOMAS#:

Student ID#:

Student Signature:

Date:

Initial Here:
Blood or Bodily Fluid Exposure

RETAIN THIS PAGE FOR INFORMATIONAL PURPOSES

In several of your osteopathic medical school courses, potentially dangerous instruments such as needles and IV catheters will be used. There is an inherent risk of exposure to another person's blood or bodily fluids. Exposure to another person's blood or bodily fluids can result in the transmission of potentially life-threatening conditions including HIV and hepatitis. Protocols have been developed to guide assessment and management when an exposure has occurred. Please see the attached for the definition of and further information on blood and bodily fluid exposures.

In the event of a bodily fluid exposure:

1. All individuals must exercise Universal Precautions and Standard Precautions during situations when exposure to blood and bodily fluids is possible. Universal precautions assume all blood and bodily fluids are potentially dangerous. In the event that an individual is exposed to another's blood or bodily fluids, all individuals involved must immediately notify the course instructor. The course instructor will fill out an incident report. The incident reports will be submitted to the Deans and other relevant parties.

2. Skin that has been in contact with another person's blood or body fluids must be washed with soap and water; mucous membranes should be flushed with water. There is no evidence that the use of antiseptics for wound care or expressing fluid by squeezing the wound further reduces the risk for HIV transmission. However, the use of antiseptics is not contraindicated. Use of caustic agents, e.g., bleach, is not recommended.

3. The person who sustained the exposure must seek immediate medical attention in a local emergency department and notify the course instructor. It is very important that medical evaluation take place immediately because treatment decisions must be made soon after exposure.

Local Emergency Departments:

1. Hospital Rotation where exposure occurred.

2. TouroCOM Health Center, 33 West 125th Street, New York, NY 10027, (212) 289-5795

3. Harlem Hospital, 506 Lenox Avenue, New York, NY 10037, (212) 939-1000

4. It is recommended that the person who was the source of the blood or bodily fluid go with the person who was injured to the emergency department so that appropriate diagnostic testing can be considered. In addition to seeking immediate medical attention, the person who was exposed to blood or bodily fluids must see their physician with 5 days for follow up and continued care. If the student does not have an accessible physician, they may seek care at the Touro Medical Clinic.

5. In addition to seeking medical attention, the person who was exposed to blood or bodily fluids must see their physician with 5 days for follow up and continued care. If the student does not have an accessible physician, they may seek care at the Touro Medical Clinic.
Confidentiality Patient Care Agreement

I, ________________________________, do affirm that I will not divulge patient information or related DATA TO ANY UNAUTHORIZED PERSON FOR ANY REASON. Neither will I directly nor indirectly use, or allow the use of, patient information or related data for any purpose other than that directly associated with my official assigned duties. I understand that ALL PATIENT INFORMATION, including financial data, is strictly confidential.

Furthermore, I will not, either by direct action or by counsel, discuss, recommend, or suggest to any unauthorized person the nature or content of any patient related information.

Violation of confidentiality is cause for disciplinary action, including immediate dismissal.

I understand that signing this document does not preclude me from reporting instances of breach of confidentiality.

Class of: ____________
Student ID: ____________
Student Name: ________________________________
AACOMAS #: ________________________________
Signature: ________________________________
Date: ________________________________

V. 7/7/14

Initials: ________________________________
ANNUAL NOTICE TO STUDENTS

THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT OF 1974
(F.E.R.P.A.)

The Family Educational Rights and Privacy Act of 1974 (F.E.R.P.A.), as amended, was designated to protect the privacy of education records. The Act affords students certain rights with respect to their education records. These rights include:

☐ The right to inspect and review the student’s education records within 45 days of the day the College receives a request for access. Students should submit to the registrar, dean, head of the academic department, or other appropriate official, written requests that identify the record(s) they wish to inspect. The College official will make arrangements for access and notify the student of the time and place the records may be inspected. If the records are not maintained by the College official to whom the request was submitted, that official shall advise the student of the name of the correct official to whom the request should be addressed.

☐ The right to request the amendment of the student’s education records that the student believes is inaccurate. Students may ask the College to amend a record that they believe is inaccurate. They should write the College official responsible for the record, clearly identify the part of the record they want changed, and specify why it is inaccurate. If the College decides not to amend the record as requested by the student, the College will notify the student of the decision and advise the student of his or her right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified to the right to a hearing.

☐ The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the College in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the College has contracted (such as an attorney, auditor, or collection agent); a person serving on the Board of Trustees; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. The following is considered “Directory Information” at Touro College be made available to the general public unless the student notifies the Office of the Registrar in writing within 14 days from the beginning of the semester.

Student’s name, e-mail address, place of birth, college, major, honors, awards, photos, Classification, dates of enrollment status, degrees conferred, dates of conferral, and graduation distinctions.

☐ The right to file a complaint with the U.S. Department of Education concerning alleged failures by Touro College to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue SW, Washington, DC 20202-4603.
Student’s Name: ____________________________

(PLEASE PRINT)

Social Security Number: ____________________________ ID Number: ____________________________

______________________________

AUTHORIZATION TO DISCLOSE ACADEMIC INFORMATION TO PARENTS

In accordance with FERPA, Touro College will disclose to parents, information from the academic records of a student, provided the University has on file, written consent of the student. Please check the appropriate box and sign below.

☐ Consent to release Information
☐ Decline release of Information

______________________________

Student’s Signature

______________________________

Date

______________________________

AUTHORIZATION TO WITHHOLD DIRECTORY INFORMATION

The following is considered “Directory Information” at Touro College and will be made available to the general public unless the student notifies the Office of the Registrar in writing within 14 days from the beginning of the semester.

Student’s name, e-mail address, place of birth, college, major, honors, Awards, photo, classification, dates of enrollment, degrees conferred, dates of conferral and graduation distinctions.

Under the provisions of the Family Educational Rights and Privacy Act of 1974 you have the right to withhold disclosure of such Directory Information. Touro College will honor your request to withhold Directory Information. Please consider carefully the consequences of any decision to withhold such Directory Information. Should you decide to inform Touro College not to release any of this information; any request for such information from Touro University will be refused.

This signed request must be received in the Office of the Registrar by the end of fall registration. This authorization is valid until a written request to rescind is received by the Office of the Registrar. Please note - if we have not received a request to rescind this hold at the time of your graduation, your name will not appear in the commencement program. It is your responsibility to remove the hold at the time.

☐ Consent to release Information
☐ Decline release of Information

I have read the above paragraphs and understand the consequences of my action.

______________________________

Student’s Signature

______________________________

Date
FITNESS CENTER CONSENT, WAIVER & RELEASE

I, ____________________________ (print name), have been granted access to a fitness center (the "Fitness Center") made available by Touro College - Harlem Campus, a division of Touro College, their directors, officers, employees, agents, lessors and/or affiliates (collectively "Touro") for the purpose of exercise. I acknowledge that exercise is not without risk, including but not limited to, the musculoskeletal system (e.g. sprain, strain, breaks, etc.) and cardiorespiratory system (e.g. dizziness, fainting, abnormal heartbeat, discomfort in breathing, abnormal blood pressure response, heart attack, stroke, etc.). I represent and warrant that I am in good health and have no medical problems, disability, impairment, injury, disease or other ailment that would prevent or hinder me from engaging in active or passive exercise or that would be detrimental or adverse to my health, safety, or physical condition or would increase my risk of illness or injury as a result of my use of the Fitness Center. I acknowledge that Touro is relying on the foregoing representation in granting me access to the Fitness Center, and that Touro shall have no obligation to perform a fitness assessment or similar testing to determine my physical condition. I hereby certify that I have been advised to consult with a physician before participating in any exercise program. I am aware of my medical history and will consult with a physician prior to engaging in exercise. Furthermore I will also consult my physician if my medical condition changes or a change appears to be developing.

I knowingly and voluntarily assume any and all risks associated with my use of the Fitness Center or in exercise programs offered or sponsored by Touro, if any. Therefore, I, for myself and my heirs and assigns, hereby knowingly and voluntarily waive, release and discharge forever Touro and anyone else who provides services on their behalf, and their successors and/or assigns, from and against any and all claims, losses, damages, liabilities, costs and expenses (including attorneys’ fees) arising out of or relating in any way to my exercise or the use of the Fitness Center. This waiver, release and discharge shall apply to any and all property damage and/or personal injury (including death) sustained by me, even if it is caused by – either through act or omission - the negligence, strict liability, willful misconduct or gross negligence of Touro.

I acknowledge, understand and agree that, by signing this Agreement, I have no claim against or right to recover any damages or other compensation whatsoever from Touro, and all such claims are hereby irrevocably waived. I understand that no guests are allowed in the Fitness Center.

I hereby agree to defend, indemnify and hold harmless Fitness Center against any and all claims, losses, damages, liabilities, costs and expenses (including attorneys’ fees) resulting from, arising out of or in any way connected with my exercise or presence in and/or use of Fitness Center and all equipment contained therein.

I further understand and acknowledge that Touro does not manufacture or maintain any of the equipment at the Fitness Center, but simply purchases or leases such equipment from third parties. As such, I agree such equipment is provided “AS IS,” without any warranties whatsoever, that any and all warranties are disclaimed (including the warranty of merchantability or fitness for a particular purpose) and I use such equipment at my own risk. Furthermore, I agree to adhere to the rules (attached) and that prior to utilizing any exercise room equipment that I will check the machine with little or no weight to insure its smooth and safe operation.

Students are urged to avoid bringing valuables into the Fitness Center. Touro shall not be liable for the loss, theft, or damage to personal property. To the extent that lockers are provided, they are only provided as a convenience and absolutely no bailment is created.

I hereby agree that any dispute or claim arising in any way in connection with this Agreement and/or my use or presence at Fitness Center shall be exclusively heard and settled by expedited binding arbitration administered by the American Arbitration Assoc. ("AAA"). Such arbitration shall take place at Touro’s offices at 27 West 23rd Street, New York, New York. I affirmatively waive a trial by jury. By signing this Agreement, I understand I have no right to sue Touro in a court of law and that any disputes arising out of my use of the Fitness Center or this Agreement will be heard only by the AAA.

If any term of this Agreement is deemed invalid, illegal or unenforceable, such invalid, illegal or unenforceable term shall be stricken only to the minimal extent necessary, and all remaining terms shall remain in effect and enforceable.

This Agreement constitutes the entire and exclusive participation agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not contained herein, are hereby disclaimed. No term can be waived or changed in any way except expressly in writing and signed by both parties.

Touro College – Harlem Campus Fitness Center Waiver

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Revised 7/16/14
FITNESS CENTER CONSENT, WAIVER & RELEASE (cont.)

PLEASE SELECT:

☐ Medical Student  ☐ Pharmacy Student

☐ Faculty/Staff  ☐ Master’s Student

Print Name: ____________________________

Touro ID: ____________________________

Signature: ____________________________

Date: ____________________________

Return completed form to Office of Student Affairs.

FITNESS CENTER RULES

For your safety and the safety of others while using the court and/or exercise room, please observe the following rules:

Date: ____________________________

1) Shorts are allowed in the fitness center. Shirt and shoes must be worn at all times.

2) Maintain professional sport conduct. No profanity or demeaning language.

3) Please carry a towel to remove sweat stains from the floor and all equipment.

4) During the day, report injuries to the Office of Student Services. At night report injuries to Security by calling 646.981.4525.

5) Report malfunctioning equipment to the Office of Student Services.

6) The use of the gym is limited to TouroCOM students, faculty and staff.

7) Violations of these rules will be handled by the Office of Student Services.

8) You must have a spotter at all free weight lifting stations.

9) Return free weights to weight stacks.

10) Be courteous! There is a 30 minute time limit on the cardio equipment.

11) No horseplay at any time.

12) No food or beverages other than water.

13) Only individuals who are working out should be in the exercise room.

Report any injuries immediately to the Office of Student Services

or call Security at 646.981.4525
GENERAL RELEASE FORM
(INDIVIDUAL)

I hereby grant the right and permission, without reservation, to Touro College, and those authorized by Touro College, to photograph and/or videotape me and further to display, use and/or otherwise utilize, in original or modified form, my face, likeness, name, information, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, television, motion pictures, films, newspapers, publications or use by third parties) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, for the promotion, public education, and/or fundraising activities of Touro College, without compensation, reservation or limitation. Touro College is, however, under no obligation to exercise any rights granted herein.

I release Touro College, its officers, directors, agents, employees, independent contractors, licensees and assignees from all claims that I now have or in the future may have, relating to the above.

I agree that Touro College, or its grantees or assignees, will be the sole owner of all tangible and intangible rights in the abovementioned photographs and recordings, with full power of disposition.

Any controversy or claim arising out of or relating to this release or the breach, termination, or validity (including enforceability and scope of this arbitration clause) thereof, shall be exclusively settled by expedited binding arbitration in Touro College’s offices administered by the American Arbitration Association (“AAA”) and conducted by a sole arbitrator (who shall be an attorney) in accordance with the AAA’s Rules (“Rules”). The costs of such arbitration shall be borne equally by the parties, with each party also bearing its own attorneys’ fees and any costs associated with presenting its proof. Judgment upon the award rendered may be entered in any Court of competent jurisdiction. The undersigned hereby waives trial by jury which waiver is independent of the agreement to arbitrate disputes.

I am over 18 years of age*

First & Last Name (Print): ____________________________________________
Address: ____________________________________________________________ Phone: __________________________
Location: ______________________________ Program: ______________________ Date of Session/Shoot: ______________
Signature: ___________________________ Date: ___________________________

*If a minor (under 18 years of age), the following should also be signed by the parent or guardian.

Parent/Guardian First & Last Name (Print): ____________________________________________
Address: ______________________________________________________________
Phone: ___________________________ Relationship: __________________________ Date: __________________________
STUDENT & EMERGENCY CONTACT INFORMATION

Student Information:

Social Security #: ___________________________  Student ID: ___________________________  Class of: ___________________________

Student First & Last Name: ___________________________

Street Address: ______________________________________

Suite/Apt: _________  City, State, Zip: ___________________________

Phone: ___________________________  Cell: ___________________________

Emergency Contact Information:

Emergency Contact First & Last Name: ___________________________

Relationship to Student: ___________________________

Street Address: ___________________________

Suite/Apt: _________  City, State, Zip: ___________________________

Phone: ___________________________  Cell: ___________________________

Initials: ___________________________
QUESTIONNAIRE

Student ID:       Class of:       

Student First & Last Name: ____________________________________________

Date: __________    AACOMAS #: ____________________

This information is required by the Commission on Osteopathic College Accreditation.

Thank you,

Dr. Jerry Cammarata

1. What areas of medicine interest you at this time?
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

2. Where would you consider practicing medicine?
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
Technical Standards for Admission

Every applicant who seeks admission to Touro College of Osteopathic Medicine is expected to possess those intellectual, ethical, physical, and emotional capabilities required to undertake the full curriculum and achieve the levels of competence required by the faculty. Once enrolled in Touro College of Osteopathic Medicine, each candidate for the DO degree must quickly and accurately be able to integrate all information received, perform in a reasonably independent manner, and demonstrate the ability to learn, integrate, analyze and synthesize information and data.

Touro College of Osteopathic Medicine will make every effort to provide reasonable accommodations for physically challenged students, however, in doing so, Touro College of Osteopathic Medicine must maintain the integrity of its curriculum and preserve those elements deemed essential to the acquisition of knowledge in all areas of osteopathic medicine, including the demonstration of basic skills requisite for the practice of osteopathic medicine.

Accordingly, Touro College of Osteopathic Medicine requires each student to meet certain technical requirements, which include:

1. **Observation.** Candidates and students must have sufficient vision to be able to observe demonstrations, and properly perform experiments and laboratory exercises in the basic sciences. They must be able to observe a patient accurately, both at a distance and close at-hand, and be able to discern nuances of facial expressions and body language.

2. **Communication.** Candidates and students must be able to speak, hear, and observe in order to elicit information, examine patients, describe changes in mood, activity, and posture, and to perceive non-verbal communication. Communication includes not only speech, but also reading and writing. They must also be able to communicate effectively and efficiently in oral and written form, with all members of the health care team.

3. **Motor Function.** Candidates and students must have sufficient motor function to execute movements reasonably required to provide general care and emergency treatment to patients. Examples of emergency treatment reasonably required of physicians are: cardiopulmonary resuscitation; administration of intravenous medication; and the application of pressure to stop bleeding; the opening of obstructed airways; and the suturing of simple wounds. Such actions require coordination of both gross and fine muscular movements, equilibrium, and functional use of the senses of touch and vision.

4. **Sensory.** Since osteopathic medical candidates and students need enhanced ability in their sensory skills, it will be necessary to evaluate for candidacy those individuals who are otherwise qualified, but who have significant tactile sensory or proprioceptive disabilities. This includes, but is not limited to, individuals with previous burns, malformations of upper extremities, cicatrix formation and sensory motor or special sensory deficits.

5. **Strength and Mobility.** Osteopathic manipulative medical treatment often requires considerable upper extremity and body strength. Therefore, individuals with significant limitations in these areas would be unlikely to succeed. Mobility to attend to emergencies, and to perform such maneuvers as CPR, is also required.
Technical Standards for Admission

(Continued)

6. Visual Integration. Consistent with ability to assess asymmetry, range of motion, and tissue color and texture changes. It is essential for the candidate to have adequate visual capabilities for the integration of evaluation and treatment of the patient.

7. Intellectual, Conceptual, Integrative, and Quantitative Abilities. The candidate must be able to demonstrate ability in measurement, calculation, reasoning, comparison and contrast, analysis and synthesis, and problem-solving. Candidates and students must demonstrate ability to comprehend three-dimensional relationships, and to understand the spatial relationships of structures.

8. Behavioral and Social Abilities. Candidates and students must possess the emotional health required for full utilization of their intellectual abilities, the exercise of good judgment, the prompt completion of all responsibilities attendant to the diagnosis and care of patients, and the development of mature, sensitive relationships with patients and co-workers. Candidates and students must be able to tolerate physically and mentally taxing workloads, adapt to changing environments, display flexibility, and learn to function in the face of uncertainties inherent in treating the problems of patients. Compassion, integrity, concern for others, interpersonal skills, interest, and motivation are personal qualities that will be assessed during the admissions and education process.

9. Participation is required in all physical examination courses and laboratories, including but not limited to Osteopathic Manipulative Medicine, Physical Diagnosis, Primary Care Skills, Objective Structured Clinical Examination, and Clinical Rotations. Active participation in physical examination courses is an admission, matriculation, and graduation requirement. For example, during the first two years of Osteopathic Manipulative Medicine (OMM) training, each student will palpate, in the laboratory setting, a variety of people representing both genders and individuals with different body types to simulate the diversity of patients expected in a practice setting. Being palpated by other students and faculty helps the student appreciate how palpation feels from the patients’ perspective, and enables students to provide feedback to their laboratory partners, thus enhancing their palpatory skills. Reading and observation, although helpful, do not develop the skills required to perform palpatory diagnosis and/or manipulative treatment. Again, each student is required to actively participate in all skills development sessions of the physical examination courses, laboratories, and OMM. Occasionally, a student may have a physical problem, which may restrict or prevent use of a specific type of manipulation in a specific anatomical location in the physical examination courses. A student who feels his/her manipulation might be so limited, is required to contact the head of the specific departments before the beginning of the course, and present documentation of the problem. The student is expected to actively participate in all laboratory sessions not directly affected by the problem.

Touro College of Osteopathic Medicine is committed to ensuring that qualified students receive the benefits of our medical program. Touro College of Osteopathic Medicine's ultimate responsibility is to the future patients treated by the students that we educate and train. Touro College of Osteopathic Medicine will make reasonable accommodations necessary to enable otherwise qualified students with disabilities to meaningfully participate in our osteopathic medicine program. However, notwithstanding the accommodations provided, in order to be granted a degree, every student must pass COMLEX USA Level 1 and COMLEX USA Level 2 - CE and PE within six years of matriculation at the Touro College of Osteopathic Medicine. These examinations are administered through the National Board of Osteopathic Medical Examiners (NBOME). Students are advised that even though Touro College of Osteopathic Medicine may offer a reasonable accommodation, NBOME has its own requirements and standards. The accommodations, if any, a student receives at Touro College of Osteopathic Medicine may not be available or offered by NBOME. Please contact the NBOME for individual concerns. Students are cautioned to address these concerns to avoid upset and a potential situation where the students has expended great time, money and effort in their education, but cannot pass COMLEX exams. Touro College of Osteopathic Medicine expects that all students meet all essential requirements of the program as well as the technical standards for the safe, efficient and effective performance during the clinical rotation assignments and for the practice of medicine.

Name: ______________________ AACOMAS#: ______________________ Initial Here: ______________________

Page 2 of 3

Supplemental Application v 8/10/2011
Technical Standards for Admission
Agreement Page

If you do not require accommodations, please complete and sign the agreement below:

I, ____________________________, hereby certify that I have read the Technical Standards of Admission and the Touro College of Osteopathic Medicine catalog and that I can meet all requirements listed therein, without accommodation from the college.

Signature: ____________________________ Date: ____________________________

If you require accommodations, please complete and sign the agreement below:

I, ____________________________, hereby certify that I have read the Technical Standards of Admission and the Touro College of Osteopathic Medicine catalog and that I can meet all requirements listed therein with reasonable accommodations from the college.

I have described the accommodations needed in detail below:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature: ____________________________ Date: ____________________________

Name: ____________________________ AACOMAS#: ____________________________ Initial Here: ____________________________

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Technical Standards - Orientation v 7/14/2014