

# DAYBREAK UNIVERSITY



## FACULTY HANDBOOK

**2023**

**321 S State College Blvd, Anaheim, CA 92806**

**Phone: (310) 739-0132**

**Fax: (270) 714-0317**

**E-mail: [info@daybreak.edu](mailto:info@daybreak.edu)**

**Homepage: [www.daybreak.edu](http://www.daybreak.edu)**

**Effective Date: January 1, 2023 – December 31, 2023**

The Board reviewed and approved. Copyright © 2023 / All Rights Reserved.

## Table of Contents

<b>AUTHORIZATION .....</b>	<b>2</b>
<b>PRESIDENT’S GREETING .....</b>	<b>3</b>
<b>1. GENERAL INFORMATION .....</b>	<b>4</b>
1.1 Mission Statement .....	4
1.2 Institutional Objectives.....	4
1.3 Philosophy of Education.....	4
1.4 About Daybreak University.....	5
1.5 Nondiscrimination Policy Statement .....	6
1.6 Location and Facilities.....	6
<b>2. FACULTY RIGHTS AND RESPONSIBILITIES .....</b>	<b>7</b>
2.1 Faculty Classification .....	7
2.2 Faculty Rights.....	7
2.3 Faculty Responsibilities.....	7
2.4 Academic Advising Procedures.....	11
2.5 Faculty Workload Requirements and Restrictions (Teaching Load) .....	11
2.6 Faculty Organization and Directors.....	12
2.7 Faculty Qualification and Selection.....	14
2.8 The Criteria for Promotion .....	15
2.9 Faculty Academic and Professional Development Information .....	16
2.10 Faculty Evaluation .....	17
2.11 Academic Freedom.....	23
2.12 Program and Curriculum Development.....	23
2.13 Library Support for Faculty .....	24
2.14 Grading System .....	25
2.15 Faculty Benefits .....	25
2.16 Dismissal of Faculty .....	26
2.17 Faculty Files.....	28
2.18 Grievance and Due Process Procedures .....	29
<b>3. ACADEMIC PROCEDURES .....</b>	<b>34</b>
3.1 Procedures Related to Syllabi Development and Approval .....	34
3.2 Textbook Selection and Approval Procedures .....	35
3.3 Student Attendance Requirements.....	35
3.4 Intellectual Property and Copyright Information .....	35
3.5 Equipment and Supplies Procurement Procedures .....	37

<b>4. HIPAA, BAA, Zoom, Google, Populi, Recording, and Daybreak Technical Support.....</b>	<b>38</b>
4.1 HIPAA Rules and Regulations.....	38
4.2 Business Associate Agreement (BAA) Regulations.....	39
4.3 Family Educational Rights and Privacy Act (FERPA).....	39
4.4 California Consumer Privacy Rights.....	41
4.5 Google Workspace Regulations.....	41
4.6 Google Regulations for HIPAA and BAA .....	42
4.7 Collecting Client Information using Google Form Regulations.....	43
4.8 TheraNest.....	43
4.9 Populi Student Web Portal.....	44
4.10 Zoom Video Conferencing.....	45
4.11 Family Patient Rights & Consent .....	48
4.12 Recording and Confidentiality .....	48
4.13 Clinical Training Student Requirements.....	48
4.14 Clinical Training Probation .....	49
4.15 State Regulations and Rules.....	50
4.16 State/Provincial Telehealth Guidelines.....	50
4.17 California State Regulations on Telehealth.....	50
4.18 Virginia State Regulations on Telehealth.....	51
4.19 New Jersey State Regulations on Telehealth.....	52
4.20 Arizona State Regulations on Telehealth.....	52
<b>5. Daybreak University Technical Support.....</b>	<b>56</b>
<b>6. Faculty Acknowledgement Form.....</b>	<b>57</b>

## AUTHORIZATION

Daybreak University is a private institution approved to operate as an accredited institution by the California Bureau for Private Postsecondary Education (BPPE). “Approved to operate” or “approved” means that an institution has received authorization, pursuant to the California Private Postsecondary Education Act, to offer the public and to provide postsecondary educational programs.

This does not imply that the Bureau endorses programs or that Bureau approval means the institution exceeds minimum state standards [CEC §94909(a)(2) and §94897(1)].

In accordance with the provisions of California Education Code 94866 or 94890, BPPE approves Daybreak University to offer following programs.

- Master of Arts in Counseling
- Doctor of Philosophy in Counseling

The graduation of this institution does not guarantee or imply any possible future employment.

An individual may contact the Bureau for Private Postsecondary Education for review of a complaint. The bureau may be contacted at 1747 North Market, Suite 225 Sacramento, CA 95834/ PO Box 980818 West Sacramento, CA 95798-0818, <http://www.bppe.ca.gov/>, telephone number (916) 574-8900 or by fax (916) 263-1897.

Daybreak University is a member of the Transnational Association of Christian Colleges and Schools (TRACS) [15935 Forest Road, Forest, VA 24551; Telephone: (434) 525-9539; e-mail: [info@tracs.org](mailto:info@tracs.org)], having been awarded Accredited Status as a Category IV institution by the TRACS Accreditation Commission on October 27, 2020. This status is effective for a period of up to five years. TRACS is recognized by the United States Department of Education (ED), the Council for Higher Education Accreditation (CHEA), and the International Network for Quality Assurance Agencies in Higher Education (INQAAHE).

## PRESIDENT'S GREETING

Dear Daybreak Community,

I would like to first welcome and thank you for the opportunity to serve as your president. Our time together will offer us many opportunities to engage, dream, and deliver on the many opportunities that lie in front of us.

Daybreak University strives to cultivate a professional, compassionate, and excellent learning community. It offers high quality academic programs, impressive academic facilities, and a very dedicated, well-qualified faculty who truly care for our students.

Daybreak University offers graduate programs in Counseling, emphasizing specialized education within the scientist-practitioner model. We are committed to building a community that is devoted to student success and values individual learning, growth, and service.

Engagement will be a key ingredient as we seek to position Daybreak as a truly excellent place to learn and work. Through heightened communication, a spirit of collaboration, and a fierce commitment to our mission, we will help you learn, enhancing the overall student-centered learning experience, and executing necessary strategies that will position Daybreak University for generations to come.

Thank you and best wishes for a productive academic year.

Sincerely,



Jay Oh, Ph.D.

President

# **1. GENERAL INFORMATION**

## **1.1 Mission Statement**

The Mission of Daybreak University is to be a facilitator for the students' self-actualization, in spite of the darker sides of their lives. Daybreak University provides rigorous education that inspires healing and transformational change in individuals, couples, families, and communities through professional research, academic and practical excellence with a compassionate heart. The vision of Daybreak University is transforming the world by changing one relationship at a time.

## **1.2 Institutional Objectives**

In pursuing its mission, Daybreak University seeks to achieve these four University wide objectives:

- Achieve excellence in education and research.
- Develop innovative and effective practitioners.
- Develop a lifelong commitment to service and reflect spirituality of love and compassion into learning and practice.
- Promote cultural and individual diversity and attitudes of respect for all.

## **1.3 Philosophy of Education**

In order to achieve the institutional objectives, Daybreak University utilizes the scientist-practitioner learning model while also valuing the praxis-oriented, student-centered, and self-reflective models of learning.

### **Scientist-Practitioner Model**

The scientist-practitioner model urges clinicians to allow empirical research to influence their applied practice; while simultaneously, allowing their experiences during applied practice to shape their future research questions. Daybreak students are encouraged to continuously advance and refine their clinical competence while integrating theory, field work, and research.

### **Praxis-Oriented Learning**

“Praxis” is the process by which a theory, lesson, or skill is enacted, embodied, or realized. Praxis is also the act of engaging, applying, exercising, realizing, or practicing ideas, which is always entwined with communication. The Praxis-oriented learning allows Daybreak students to reflect

on and revise their clinical work as they develop their understanding. The Praxis-oriented model will promote students' learning as an ongoing process through communication.

### **Student-Centered Learning**

“Student-centered” learning puts students' interests first, acknowledging student voice as central to the learning experience. The student-centered learning will give students opportunities to lead learning activities, participate more actively in discussions, design their own learning projects, explore topics that interest them, and generally contribute to the design of their own course of study.

### **Self-Reflective Approach**

The “person-centered” approaches (by Dr. Carl Rogers) emphasize increasing self-awareness, identifying personal issues, and implementing the self of the therapist as an effective therapeutic tool. This learning model allows student trainees to achieve a greater mastery of self for a more active, conscious and purposeful use of self in the clinical practice.

## **1.4 About Daybreak University**

Daybreak University is a not-for-profit university located in Anaheim, California. Daybreak is dawn: the time of day when sunlight first begins to appear. As our great teacher of Systemic Thinking, Dr. Gregory Bateson, said, "The major problems in the world are the result of the difference between how nature works and the way people think." Everyone has a dark side in their lives, whether it is small or big. Throughout our life journey, sometimes we lose our way to a dark night. However, what we are supposed to remember is how nature works. Dr. Bateson pointed out that no matter how dark the night is, the dawn will always come. The crack of dawn will brighten up even our darkest night. This is what Daybreak University always wants to be.

Daybreak University is dedicated to providing a value-based education with a vision grounded in social teachings. Students are encouraged to explore how faith and reason are compatible in education, and to develop strong moral convictions. The university welcomes students, faculty and staff of all faiths, and believes all people benefit from the examination of other traditions.

### **Outcome Based Education Framework**

Daybreak University's Ph.D. and MA Programs utilize an Outcome Based Education Framework. Accordingly, all the courses in the curriculum contain assessment methods for evaluating the course learning objectives, or the goals, of a course. The course learning objectives and associated assessment measures assist the faculty in determining if students have met various competencies. The coursework is organized so that students build skills by achieving competencies for success in

their experiential components such as practicum and for success in higher levels of academic assessment such as comprehensive exams, comprehensive portfolio and/or dissertations. The curriculum is logically organized in a sequential format where courses on a more basic level are taught earlier in the curriculum and as students advance in the program, mastering the initial courses, they are enrolled in more advanced and rigorous coursework. Some courses are offered earlier in the curriculum so students obtain a baseline in the content area which will assist them in succeeding in the more advanced courses.

### **1.5 Nondiscrimination Policy Statement**

Daybreak University is committed to maintaining a community which recognizes and values the inherent worth and dignity of every person; fosters tolerance, sensitivity, understanding, and mutual respect among its members; and encourages each individual to strive to reach his or her own potential. In pursuit of its goal of academic excellence, the University seeks to develop and nurture diversity. The University believes that diversity among its many members strengthens the institution, stimulates creativity, promotes the exchange of ideas, and enriches campus life.

Daybreak University views, evaluates, and treats all persons in any University related activity or circumstance in which they may be involved, solely as individuals on the basis of their own personal abilities, qualifications, and other relevant characteristics. Daybreak University prohibits discrimination against any member of the University community on the basis of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran. The University will conduct its programs, services and activities consistent with applicable federal, state and local laws, regulations and orders and in conformance with the procedures and limitations as set forth in Daybreak's Equal Opportunity, Equal Access and Affirmative Action Policy, which provides specific contractual rights and remedies.

Any question of interpretation regarding this Nondiscrimination Policy Statement shall be referred to the Chief Academic Officer for final determination.

### **1.6 Location and Facilities**

Daybreak University is located at 321 South State College Blvd, Anaheim, CA 92806. The facilities include classrooms, library, conference room, student lounge, and administrative and faculty offices. All students have access to computers, campus wireless network, printers and copiers, and audio/visual gear including digital recorders and TVs. Daybreak University does not acknowledge Ability-to-Benefit policy, student's prior experiential learning, challenge exams or achievement tests.



## 2. FACULTY RIGHTS AND RESPONSIBILITIES

### 2.1 Faculty Classification

- **Full-time Status:** teaching a minimum of 20 credit hours. Full-time faculty must also assume other responsibilities, such as committee membership, student counseling and performance of other projects as assigned by the Program Director or the President.
- **Part-time Status:** teaching a maximum of 12 credit hours per academic year. The Chief Academic Officer or the President may ask, as needed, part-time faculty to serve on committees or to provide input concerning special projects.
- **Program Clinical Supervisor Status:** providing clinical systemic supervision to assigned students while students are clinically active.
- **Adjunct Status:** teaching one course during any quarter.

### 2.2 Faculty Rights

Daybreak University recognizes faculty rights as follows:

- 1) The University agrees not to discriminate against any faculty members on the basis of age, race, religion, national origin, sex, marital status, handicap, or membership or non-membership in any faculty organizations. The University's nondiscrimination policy is presented at the beginning of the Handbook, before the Table of Contents.
- 2) The University agrees to abide by applicable laws, rules, regulations, and Board policies pertaining to Staff Diversity and Gender Equity.
- 3) The University recognizes that avenues outside of those outlined in this Handbook exist for the legal determination of issues which deal with discrimination. Therefore, the exercise of rights under this Section is subject to the Grievance Procedure in this Handbook.
- 4) The University agrees and recognizes that Faculty Members have the right and responsibility of evaluating textbooks and related materials in any courses they are assigned to teach and to make recommendations to the appropriate academic administrator or program director.

### 2.3 Faculty Responsibilities

The faculty facilitates the mission of Daybreak University by providing instruction that is both competent in specialized fields of training and experience and spiritual in modeling the characteristics needed for leadership. The faculty becomes the primary instrument of the University in its mission of training leadership for service to the general community.

## **Distance Education Responsibilities**

1. A faculty of distance education must participate in distance education orientation. He or she also must participate in a regular distance education workshop or seminar to learn to use a distance education platform, and be familiar with distance education policy and procedures.
2. A faculty of distance education must create and submit a syllabus that is feasible for distance education including elements such as title, course description, education objectives, sequence and frequency of lesson or class sessions, length of the class, complete citations of textbook and other required written materials, sequential and detailed outline of subject matter and list of learning outcomes and skills, instructional modes, or methods, etc.
3. A faculty of distance education must be able to use the distance education platform that is adopted by the University.
4. A faculty of distance education must participate in faculty meetings and share input and feedback to improve the quality of distance education programs, teaching effectiveness, and student success.
5. A faculty of distance education must collaborate with the director of the distance education or the one who is qualified to supervise distance education in conducting distance education class and collaborate with the director of institutional research to collect student evaluation of the class.
6. A faculty of distance education must be able to verify a student's identification in conducting distance education class. A faculty must communicate meaningfully and timely with students in commenting on their work or assignment. This can be done through verifying student's login and password, their regular access to the class through the platform and communicating with them through email and message. A faculty must collaborate with the director of distance education to verify their login and password if needed.
7. A faculty of distance education must verify and ensure that a student participates in distance education orientation and can use an online platform to take the class.
8. A faculty of distance education must design a distance education course that contains meaningful interaction between faculty and student. Meaningful interaction between faculty and students can be stated in the course planner through syllabus reading, textbook reading, lecture note reading, lecture watching, quiz taking, essay writing and comment, faculty responding to the questions and essay, forum participation, and threaded discussion and giving grading. And meaningful interaction must be appropriate and in a timely manner. For instance, when the students submit course assignment or homework, a faculty must comment and respond within 10 business days.
9. A faculty of distance education must employ threaded discussion between faculty and students and/or among students whereby students and/or faculty can exchange review,

research, and opinion through threaded discussion that is available in class, session and assignment. A faculty must create a forum in which students can make comments on the debate and discussion subject that is assigned by the faculty to share their input. Multiple students must be able to respond to each subject and students can share their opinions in a threaded manner.

10. A faculty of distance education must continue to develop and improve distance education capacity and effectiveness by learning to expand knowledge of online technology and subject matter. Such effort must include but is not limited to taking online webinar class, reading of books that are related to online training and teaching guide, and being thoroughly familiar with the Populi program manual.
11. A faculty of distance education must be able to use educational resources and technology that is available to faculty on campus and on-line.
12. A faculty of distance education must continually monitor student's progress by evaluating their work, assignment and grade by using scoring rubrics in a timely manner.

### **General Responsibilities for All Faculty Members**

- 1) Participation in the determination and definition of major educational policies pertaining to the purpose and goals of the University, especially in consultation with students, administration, and the Board.
- 2) Define new academic programs, curricula, and evaluate and change existing programs.
- 3) Establish admissions standards and graduation requirements for degree programs.
- 4) Foster a sense of community between students and faculty that will promote a life-style consistent with character and vital for effective community.

### **Responsibilities for Full-time Faculty**

- 1) Conduct classroom instruction in the highest professional and manner.
- 2) Serve on faculty committees as needed.
- 3) Attend all faculty meetings and participate in official ceremonies where the faculty is presented as part of the University, such as graduation exercises, convocations, concerts, student orientations, etc.
- 4) Be available to counsel students on academic matters.
- 5) Conduct research in their respective disciplines to keep informed of current scholarship.
- 6) Participate in the University's on-going self-study and long-range planning as required for accreditation.
- 7) Maintain regular office hours on campus.
- 8) Demonstrate clear evidence of a strong commitment to the University by making it their primary professional activity. Full-time faculty members should be available to the

University at least four days a week. They must give priority to the performance of their committee assignments, classroom instruction, leadership requirements and other duties at the University before engaging in outside professional activities.

- 9) Know and understand all academic policies as stated in the school catalog, faculty manual, and student handbook.

### **Responsibilities for Part-time and Adjunct Faculty**

- 1) Conduct classroom instruction in the highest professional and manner.
- 2) Support the University's mission.
- 3) Attend faculty meetings as scheduled.
- 4) Fulfill course objectives.
- 5) Fulfill requirements concerning the submission of student grades at the end of quarter and the development of course syllabi.
- 6) Teach courses as assigned and be present on time at all scheduled class meetings.
- 7) Submit all reports as required by the Program Director.
- 8) Consider class assignments as the first priority. All substantive changes, such as schedule changes pertaining to the day and time of a course, must be cleared with the Program Director.
- 9) Provide necessary documentation, such as academic transcripts, to substantiate qualifications to teach at Daybreak University.
- 10) Know and understand the academic policies as published in the catalog, faculty handbook and student handbook.

### **Responsibilities for Program Clinical Supervisors**

- 1) All Responsibilities noted above for faculty.
- 2) Maintain licensure in MFT or closely related field with additional training in MFT.
- 3) Maintain appropriate supervisory credentials (AAMFT Approved Supervisor, Candidate, or California approved supervisor).
- 4) Provide regular, clinical systemic supervision to assigned students while students are clinically active.
- 5) Be available to clinically active students in urgent situations.
- 6) Maintain an emergency protocol for clinical issues.
- 7) Work in conjunction with the Clinic Director and Program Director.
- 8) If providing virtual supervision, follow all university and program policies related to virtual supervision compliance.

## **2.4 Academic Advising Procedures**

All regular faculty members are responsible for academic and vocational advisement of students as assigned by the Program Director. Faculty members are expected to advise students during announced registration periods, to review student portfolios, and to be available for advising at other times as needed.

Faculty members are expected to be accessible to students for academic advisement throughout the academic year, although practical opportunities for such may be limited at certain periods of time. This advisement may be accomplished by various means, including arranged office hours, online communication, and telephone conversation.

While schedules will vary, faculty members are expected to participate in and provide support for a variety of community life activities.

## **2.5 Faculty Workload Requirements and Restrictions (Teaching Load)**

A normal workload is presumed to be 10 work units per academic year, equitably distributed among the three basic activity areas of:

- 1) teaching and mentoring, professional librarianship
- 2) scholarship, and/or creative works
- 3) Daybreak University administration and community and professional service.

A maximum workload is presumed to be 12 work units per academic year.

For purposes of determining faculty workload, an acceptable measure for a work unit would be equivalent to one individual teaching one three-quarter hours on-campus course with an enrollment consistent with the average class sizes of that discipline.

Workloads may vary among individuals and programs, as long as the needs of the Daybreak University are being met.

In addition to their classroom teaching assignments, regular faculty members are expected to accept non-classroom teaching assignments with their faculty load each academic year. Faculty members will be compensated for overloads non-classroom teaching responsibilities.

## 2.6 Faculty Organization and Directors

### Faculty Council

The Faculty Council is a functioning and active faculty organization which is guided by a set of regulations and led by elected officers. It recommends to the president the adoption of the academic policies that govern the University. The Faculty Council is composed of all full-time and part-time faculty members. The Council meets every quarter and as often as deemed necessary by the chairperson.

### Curriculum Committee

- Academic/Program/Curricular Development and Assessment
- Academic Committee consists of Program Directors, Core Faculty, Key Administrators
- Program Director presides over a committee meeting.
- The Curriculum Committee shall review all distance education courses, even if the curriculum is largely derived from existing campus-based courses and shall continue to ensure that the educational program offered through distance education is appropriate for delivery through distance education methods.
- The method of delivery for new courses shall become part of each curriculum proposal, to be reviewed under the normal curricular process.
- Any significant change in the method of delivery for existing courses or programs shall be submitted as a course change proposal, to be reviewed by the director of distance education.
- The curriculum review process by the committee shall be used to evaluate the educational effectiveness of distance education courses (including assessments of student-based learning outcomes, student retention, and student satisfaction), and when appropriate, determine comparability to campus-based programs. This process shall also be used to assure the conformity of distance education courses to prevailing quality standards in the field of distance education.
- A review and approval of all distance education courses, including those initially approved by the Program Director, shall begin immediately and conclude within two years of the implementation of this policy. This review shall follow the normal process specified in the policy file.
- The University shall maintain clear standards for satisfactory academic progress.
- The University shall ensure the completion of student evaluation of learning outcomes by duly qualified faculty, which are appropriate for use with the distance education methods used, and evaluated by duly qualified faculty.

## **Program Director Responsibilities**

Provide year-round oversight via the following essential responsibilities:

- Coordinate the academic and curricular programs
- General supervision of program development and redevelopment
- Responsible to see course syllabi are prepared working with the curriculum coordinators
- Develop, implement and monitor curriculum for relevance to institutional mission, student needs, career needs
- Coordinate and supervise all phases of the instructional program (instructional activities of curriculum coordinators and faculty persons)
- Facilitate full accreditation, self-study, review, and reporting
- Oversee the evaluation of the outcome-based education framework
- Coordinate assessments for program maintenance and improvement.
- Oversee evaluation of clinical training, facilities, and services
- Articulate academic mission, including representation of academic concerns to inter-institutional and general public settings
- Represent the faculty at deliberative and policy-making bodies
- Recruit a skilled, well-trained, faculty for the University and Graduate Programs
- Coordinate academic advising program and spiritual nurture of students within the University and implement improvements where needed
- Supervise student course changes, substitutions, etc.
- Supervise the development of the academic calendar
- Develop a schedule of classes appropriate to institutional guidelines, faculty expertise, and market needs.
- Recommend faculty load assignments designed for optimizing individual and program effectiveness, productivity, faculty and student growth
- See that each person teaches in his/her area of competency
- Make recommendations regarding the academic phases of budget
- Oversee textbook recommendations and ordering
- Coordinate the evaluation of instructional programs

## **2.7 Faculty Qualification and Selection**

### **Faculty Qualifications**

Daybreak University seeks faculty who can contribute to its educational and professional objectives. Faculty must possess the following characteristics:

#### **Faculty for the M.A. Program**

- 1) An earned accredited master or doctoral degree in Counseling Psychology, Marriage and Family Therapy, or related disciplines.
- 2) Minimum 3-year outstanding teaching experience in master level courses
- 3) Adequate experience in developing curriculum and courses
- 4) Be aware of cultural diversity and promote mutual respect
- 5) Excellent oral, written and interpersonal communication skills

#### **Faculty for the Ph.D. Program**

- 1) An earned accredited doctoral degree in Counseling Psychology, Marriage and Family Therapy, or related disciplines.
- 2) Minimum 3-year outstanding teaching experience in doctoral level courses
- 3) Minimum 3-year experience in supervising doctoral students' dissertation writing
- 4) Adequate experience in developing curriculum and courses
- 5) Be aware of cultural diversity and promote mutual respect
- 6) Excellent oral, written and interpersonal communication skills

### **Purpose of Recruitment**

Recruitment shall be an active process intended to find highly qualified instructors to fill instructional vacancies. In the process of recruitment and the establishment of a candidates' pool, every effort shall be made to comply with the University's Equal Opportunity, Staff Diversity, and Gender Equity policies.

### **Role of the President**

The President oversees the faculty hiring policy and procedure.

### **Role of the Faculty**

The University shall encourage and provide for the active participation of faculty in recruitment efforts. Such participation may take the form of meeting with prospective applicants or representative groups to promote or explain advertised positions, the advertisement of open positions at conferences and workshops, the mailing or distribution of flyers to representative



individuals or groups, or other activities which would assist recruitment.

### **Advertising**

With the understanding that timing is of major importance in successfully recruiting a large and diverse population of qualified applicants for any advertised position, these guidelines shall apply:

- 1) The authorization process for anticipated –advertised positions shall commence as early as possible.
- 2) All job announcements for faculty positions in the University shall include requirements described in Faculty Qualifications.
- 3) All positions shall be regularly advertised for a minimum of 30 calendar days. Positions may be advertised for less than 30 days when emergencies, hiring deadlines, faculty schedules, or where the number of respondents, their diversity, and their qualifications indicates that there is no need for further recruitment.
- 4) In order to ensure full participation of faculty in the recruitment and hiring process and to provide maximum expose of advertised positions to potential candidates, every effort shall be made for positions to close no later than four weeks before the end of the quarter in which they are advertised.
- 5) Notice of Vacancy forms filed to initiate authorization for new position shall include recommendations for advertising resources in common use. Daybreak University members are encouraged to enhance the list when it is practical to do so.
- 6) Daybreak University shall make every effort to see that the steps required for hiring new faculty are completed as early as possible in accordance with this Faculty Hiring Policy and Procedure.

## **2.8 The Criteria for Promotion**

The primary criterion for promotion is the exhibition of scholarly and professional competence that promotes effective teaching, academic research, and service.

### **Teaching Effectiveness**

- Create a classroom or educational environment that promotes engaged learning and academic excellence.
- Demonstrate respect and appreciation for students, other faculty, and community members.

- Demonstrate enthusiasm for the subject matter and establish a culture of learning.
- Make a continuing study of and implement effective pedagogical methods and materials in the appropriate field.

### **Academic Research/Professional Performance**

- Maintain a breadth of scholarship, pursue serious ongoing research, and share results with students, colleagues, and fellow specialists.
- Encourage and guide scholarly activity among students.

## **2.9 Faculty Academic and Professional Development Information**

Daybreak University holds faculty development meetings at least twice a year. In these meetings, faculty are provided with instructional and administrative information and they discuss concerned issues. Syllabus writing workshops are provided each year. Faculty are encouraged to participate in professional seminars and conferences and to serve in professional communities.

### **Training and Development**

Whenever possible, Daybreak University provides opportunities for the education, training, and development of the faculty. Emphasis is placed on courses and programs, which have been determined to be necessary, and of general or specific benefit to an individual or a group of employees.

Specially designed training programs tailored specifically for all University's employees are periodically provided, in addition to on-the-job training provided by many individual departments.

### **Professional Development Benefits**

Daybreak University holds an annual in-service training for all faculty members for professional development.

The University will support faculty members, once a year, for his/her attending an outside seminar or conference. The professional growth, outside of Daybreak University, must be approved by both the Directors of Academics and of Operations to ensure the activity falls within their field of expertise.

### **Sabbaticals**

Daybreak provides time and support for faculty sabbaticals for the continued development of the

faculty. Sabbaticals are granted in the expectation that they will enrich the teaching effectiveness and enlarge the scholarly productivity of the faculty. Faculty members are responsible for carefully planning sabbaticals and wisely using the time and funds provided by the university.

A sabbatical may be undertaken for the purpose of scholarly or professional production (e.g., books, articles, or other identifiable accomplishments); or for the purpose of enhancing the faculty member's teaching proficiency and may include such projects as study in one's discipline or exploration in a related discipline. Sabbaticals must show promise of a specific contribution to the mission of the university.

Each member of the regular faculty is eligible for regular sabbaticals. After six full years of service to Daybreak, regular faculty members may be approved for a sabbatical equivalent to one full calendar year with 1/2 salary and benefits. Alternatively, after three full years of service to Daybreak, regular faculty members may be approved for a one-quarter sabbatical with 1/2 salary and benefits.

## **2.10 Faculty Evaluation**

Daybreak University evaluates faculty members' performance each year. The evaluations span the areas of teaching, scholarly activity/professional performance and community service/administration.

Through the evaluation process, each faculty receive constructive comments and suggestions helpful to the enhancement of their instructional effectiveness. The evaluation results influence faculty enhancement and promotion. The details of the evaluation procedure are as follows.

### **Evaluation of Full-time Faculty**

#### 1) Teaching

- a. Student evaluation of course and instructor through questionnaires
- b. Program Director or Peer Full-time Faculty evaluations

#### 2) Scholarly Activity

Publications such as books, paper presentations, articles, book chapters and book reviews (Point scale: book 5, paper presentation, article or book chapter 1, book review 0.5)

#### 3) Professional Development

Maintaining a clinical membership and supervisor status with professional societies such

as AAMFT, IITI, AASECT, or APA etc.

4) Community Service/Administration

Administrative work for the department or program

(Point scale: 1 very unsatisfactory, 2 unsatisfactory, 3 acceptable, 4 strong, 5 very strong)

**Evaluation of Part-time and Adjunct Faculty**

1) Teaching

Student evaluation

2) Administrative cooperation

(Point scale: 1 very unsatisfactory, 2 unsatisfactory, 3 acceptable, 4 strong, 5 very strong)

**Evaluation of Clinical Supervisor**

1) Clinical Supervision

Supervisor term evaluation

2) Administrative cooperation

(Point scale: 1 very unsatisfactory, 2 unsatisfactory, 3 acceptable, 4 strong, 5 very strong)

## Daybreak University Full-time Faculty Annual Evaluation Form

Evaluation Completion Date: \_\_\_\_\_

Evaluated Faculty Name: \_\_\_\_\_

Evaluator's Position, Name, and Signature: \_\_\_\_\_

### Rubric of Full-time Faculty Evaluation

(Point scale: 1 very unsatisfactory, 2 unsatisfactory, 3 acceptable, 4 strong, 5 very strong)

Areas Being Evaluated	1	2	3	4	5
Teaching					
Research-Scholarly Activity/ Professional Performance					
Community Service/ Administration					
<b>Total/ Average Score</b>					

**Comments (Strengths/Weaknesses) and Suggestions:**

**Evaluated Faculty's Comments:**

## Faculty Teaching Evaluation Form

Faculty Name:

Evaluator's Name and Position:

Evaluation Date:

Course Code and Title:

Program Name:

Number of Students:

### Rubric of Faculty Teaching Evaluation

(Point scale: 1 very unsatisfactory, 2 unsatisfactory, 3 acceptable, 4 strong, 5 very strong)

Areas Being Evaluated	1	2	3	4	5
Course Relevance to the Institutional Mission					
Student Learning Outcomes					
Organization of the Lesson Plan					
Use of Text Books and Materials					
Use of Class Time					
Classroom Management					
Subject Matter Experience					
Contents					
Teaching Methodologies					
Presentation and Delivery					
Application					
Rapport					
Student Interaction					



## **Supervisor Term Evaluation**

*Completed by the Student at the End of Each Term*

Student/Supervisee Name: \_\_\_\_\_ Site: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_ Date/Term: \_\_\_\_\_

<b>AREA OF EVALUATION</b>	<b>1 Low</b>	<b>2</b>	<b>3 Adequate</b>	<b>4</b>	<b>5 Excellent</b>	<b>N/A</b>
<b>SUPERVISION/SUPERVISEE RELATIONSHIP</b>						
Effectively builds a positive relationship with the supervisee.						
Functions as a professional role model to the student.						
Provides structure in training and supervision						
<b>FEEDBACK PROCESS</b>						
Expresses ideas and concerns clearly and directly to the student.						
Shows willingness to accept and use feedback in regards to supervision.						
Provides ongoing feedback about student's progress and development as a therapist.						
Provides feedbacks on evidence-based applications in clinical works.						
<b>PROFESSIONALISM AND ETHICAL CONDUCT</b>						
Effectively discusses legal and professional standards.						
Encourages the development of ethical decision-making skills.						
Encourages collaboration with other professionals.						
<b>THEORETICAL FOUNDATIONS</b>						
Helps the student apply systemic concepts to client conceptualization.						
Provides feedback regarding social context and diversity of the client.						
Supports the student's development of their theory of change.						
<b>SOCIAL CONTEXT AND DIVERSITY</b>						
Supports a practice framework that includes self-awareness and the role of diversity.						
Encourages dialogue about the role of social context (including clients, self, and student).						
Provides feedback with assessments, interventions and practice evaluation in relation to social context and diversity.						

*Comments:*

- I did review with my supervisor*  
 *I did not review with my supervisor*



## **2.11 Academic Freedom**

In pursuit of its mission, Daybreak University strives to promote an environment of full academic freedom in which to pursue teaching, learning, and scholarly activity. All faculty members and students are expected to exercise academic freedom in a manner consistent with the professional standards of one's discipline. All instructors have the right to freedom regarding the specific material to be covered, the pedagogical methods to be employed in a course, and individual student grades, as long as the materials, methods and grades are consistent with the learning objectives and academic policies. In their academic coursework, students are entitled to full freedom of learning. Faculty engaged in scholarly activity have the freedom to choose their subject matter and methods of inquiry. Scholars are entitled to full freedom in publication and presentation of their work. Students who engage in scholarly activity under the direction of a faculty member have academic freedom subject to the supervision of the faculty member.

## **2.12 Program and Curriculum Development**

### **Faculty Responsibility in Curriculum Evaluation and Development**

The faculty reviews the curriculum and evaluates its efficiency in meeting the University's goals and objectives. The faculty recommends curriculum changes to the Curriculum Committee for ratification by the Board of Directors. The full-time faculty develops academic policies and sets academic standards. Part-time and adjunct faculty members offer consultation in curriculum matters in their areas of expertise. They also participate in curriculum evaluation by reviewing their particular courses each quarter in light of their objectives.

### **Developing New Courses and New Programs**

While faculty members are recognized for competence in their particular field of study, the faculty as a whole is responsible for the development of courses and programs to ensure quality academic requirements and the fulfillment of the University's mission. A faculty member proposing changes, additions, or deletions to a curricular program must observe the following procedures:

- 1) Notify the Program Director of intent to propose a program change.
- 2) Present a written proposal to the faculty to include the following items: A description of the course or courses suggested for change, addition, or deletion.
- 3) A list of objectives for each course suggested for change or addition.
- 4) An outline of the contents for each course suggested for change or addition.
- 5) Submit a request to the Program Director for the proposal to be considered at the

next faculty meeting.

- 6) The faculty will recommend to the Curriculum Committee its decision of approval, rejection, approval with refinements or changes, or further study.
- 7) The Board of Directors must ratify all new majors and degree programs. New courses and changes to existing programs need only the approval of the Curriculum Committee.

## **2.13 Library Support for Faculty**

### **Library Privileges**

- 1) All full-time, part-time, and adjunct faculty members have full library privileges.
- 2) Faculty members may borrow for an entire quarter as many books, tapes, or other material as needed for current research needs. The library may recall an item needed for class reserve purposes.

### **Textbooks**

Textbooks for each course must be ordered no later than two weeks prior to the beginning of each quarter. Instructors should provide ample notice to the library concerning textbook selections so they can be made available for students to purchase.

### **Reserve Books**

Instructors may place on reserve any material relevant to the support of courses they are teaching, particularly required supplementary reading. Instructors should notify the librarian of reserve items at least two weeks before the beginning of the quarter. Students may use reserve items only in the library. Instructors who loan personal items to the library for reserve usage are responsible for submitting a list of the items to the librarian. If the library does not have a requested book in its present collection to be placed on reserve, the librarian will add the work as quickly as possible.

### **Quality Control**

The faculty annually evaluates the holdings of the library to ensure that they reflect quality scholarship and relevancy to the curricular programs of the university. Part-time and adjunct faculty members are encouraged to participate in this evaluation. The faculty is responsible for recommending deletions and additions to library holdings.

## 2.14 Grading System

Grades are based on the progress in achieving course goals and is reported as a letter grade based on the grading system adopted by Daybreak University. Courses with B- or below grade needs to be retaken.

Grade	Grade Points	Numerical Grade	Descriptions
A+	97-100	4.0	Outstanding
A	94-96	4.0	Excellent+
A-	90-93	3.7	Excellent
B+	87-89	3.3	Good+
B	84-86	3.0	Good
B-	80-83	2.7	Good-
C+	77-79	2.3	Satisfactory+
C	74-76	2.0	Satisfactory
C-	70-73	1.7	Satisfactory-
D+	67-69	1.3	Poor
D	64-66	1.0	Very Poor
D-	60-63	0.7	Extremely Poor
F	Below 60	0	Failure
P	N/A	N/A	Pass
I	N/A	N/A	Incomplete
AU	N/A	N/A	Audit
W	N/A	N/A	Withdrawal
R	N/A	N/A	Repeated Course
TC	N/A	N/A	Transferred Credits
In Progress	N/A	N/A	In Progress

## 2.15 Faculty Benefits

### Professional Development

In the annual budget, the University considers a limited amount of funds to reimburse full-time faculty members for travel expenses to professional meetings and membership fees in approved professional organizations.

### Release Time for Study or Professional Development

Full time Faculty can have release time for study or professional development by submitting their proposals to the Program Director and after being approved by President.

## 2.16 Dismissal of Faculty

A faculty member or administrator who is found to have submitted forged or misleading documents pertaining to academic qualifications, previous professional experience, or other qualifications for ministry at Daybreak University, will be required to resign immediately.

Full-time faculty members normally sign a one year contract at the very beginning, while part-time and adjunct faculty sign contracts for one quarter at a time. After the first year contract ends, either the full time faculty or Daybreak University may choose to terminate the employment relationship at any time. Contracts may be terminated for the following reasons:

- 1) University financial constraints.
- 2) Moral inconsistencies.
- 3) Significant neglect of duties.
- 4) Professional incompetence.
- 5) Behavior and attitudes not in harmony with University policies, standards, and ethical practices.

In the event of termination for any of the above stated reasons, except for financial constraints, the following procedures will be observed:

- 1) Adequate cause for dismissal will be related directly to the individual's discharge of duties or inappropriate behavior. Threat of dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of expression outside of the University.
- 2) Dismissal of a faculty member before the end of the contract term will be preceded by:
  - a. discussions between the faculty member and appropriate administrative officers, particularly the President and the Chief Academic Officer, seeking a mutual agreement;
  - b. inquiry by the faculty Grievance Committee, which submits a non-binding recommendation to the President concerning whether or not to initiate dismissal proceedings;
  - c. a statement of charges clearly defined by the President.
  - d. Pending a final decision by the Grievance Committee, no other action relative to the faculty member's activity will be taken. Salary will not be affected by these proceedings.

- 3) The individual in jeopardy of dismissal has the right to receive clear and specific reasons for dismissal, to be given time for proper preparation, including help from others in the University, and to submit carefully written records of proceedings for review by others in the University concerned with the decision. Use of strict legal evidence is not necessary, since the purpose is to determine the truth as fairly as possible. The burden of proof is upon the University, and the individual in question will be considered innocent until charges are proved. Evidence will include peer testimony, student surveys, and reviews by the Chief Academic Officer. Discretion in dealing with such matters is in order in an effort to minimize institutional confusion and injury to the individual. The President will provide all concerned parties with written notification of the decision.
- 4) If the Faculty Grievance Committee concludes that evidence for dismissal is insufficient, it will so report to the President. If the President rejects the report, he/she will provide the committee and the faculty member in question with a written statement of the reasons for doing so. He/she will provide an opportunity for response before transmitting the case to the Board of Directors. If the committee concludes that a penalty less than dismissal would be more appropriate, it will make such a recommendation, with supporting reasons, to the President.
- 5) The President will present to the Board any case that has gone through the formal process described in sections 2 and 3, along with his recommendation and that of the Chief Academic Officer. Upon review, if the Board accepts the recommendation of the President and the Chief Academic Officer, School, the President will inform proper persons of the decision. If the Board does not accept the recommendation, it will state in writing its reasons, and a further hearing by the committee will be held. The Board will make a final decision only after study of the committee's reconsideration.
- 6) The University administration will review all decisions of non-renewal of a contract to ensure that proper procedure has been followed. The University will provide a written statement on the specific reasons in all cases. If the administration finds that proper procedure was not observed, either the faculty member or the administration may initiate new proceedings.
- 7) Faculty members who feel that a colleague has injured them may appeal to the Grievance Committee for consideration of the matter and recommendation to the President.

## 2.17 Faculty Files

- 1) The University shall maintain an official personnel file for each faculty. This file shall contain all pertinent information concerning the status of the faculty's employment with the University. Each completed employee file should contain the following items:
  - a. Curriculum Vitae
  - b. Employment Application
  - c. Employment Agreement (Contract)
  - d. Transcripts (if required)
  - e. Valid Certificate for authorization for Service (if applicable)
  - f. W-4 Form
  - g. I-9 Form (if applicable)
  - h. Employee Information Sheet
- 2) The material in the file shall be made available for inspection by the faculty to whom the file pertains, except ratings, reports, or records which were:
  - a. Obtained prior to the employment for the faculty
  - b. Prepared by an identifiable examination committee member, or
  - c. Obtained in connection with a promotional evaluation
- 3) Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the University. Anonymous communications shall not be placed in the personnel file nor in any other file maintained by the University.
- 4) A faculty may forward to the office of the Chief Academic Officer materials for inclusion in the file. All reasonable requests for inclusion of pertinent material in the FM's file shall be accommodated. Materials not filed shall be returned to the faculty.
- 5) Information of a derogatory nature, except that listed in this section, will not be filed until the faculty has been provided with a copy of the derogatory information and a notice regarding the faculty's right to respond in writing. The response shall be attached to the derogatory information in the file.
- 6) The faculty shall have the right to comment in writing on any item in the faculty's personnel file, except those listed in this section. The written comments shall be attached to the appropriate materials in the faculty's personnel file.
- 7) The faculty shall have the right to copies of materials within the file except as noted in item 2 of this section. The cost of the duplication of items in the file shall be paid for by the faculty. In the event of disciplinary action against the faculty, such faculty, upon requests, shall be provided at the University's expense with a copy of any or all materials in the file deemed necessary by the faculty, except as noted in item 2 above.

- 8) Derogatory material placed in a faculty's personnel file shall be destroyed upon the request of the faculty when such material is four (4) or more years old.
- 9) The four-year period for the retention of derogatory material stipulated above does not preclude the faculty and the President, or designee, from agreeing to remove any material in the personnel file at any time.
- 10) Student grievance documentation shall not be placed in the concerned faculty's personnel file unless disciplinary action is taken.

## **2.18 Grievance and Due Process Procedures**

### **Definitions**

- A grievance is defined as a claim by a Faculty Member (FM) that the University has violated a provision of the policies, procedures, rules and/or regulations of the Handbook, and that by reason of such violation the FM has been adversely affected.
- A grievant is a FM.
- A day is any day in which the central administrative office of the University is open for business, including weekends and holidays.
- A supervisor is the designated administrator who has been charged with the authority and responsibility of adjudicating for a designated group of FMs.

### **Informal Level**

A complaint may, but need not, constitute a grievance. Before filing a grievance, the FM shall attempt to resolve the complaint by an informal conference with the FM's supervisor. Each party may request another person to be present at the informal conference.

### **Formal Level**

- 1) Level 1: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the designated supervisor within twenty (20) days after the date the grievant discovered the facts, or reasonably should have discovered the facts, giving rise to the grievance. The grievance shall state the facts surrounding the grievance and shall specify the provision or provisions of this Handbook alleged to have been violated and the remedy sought. The grievance shall confirm that the matter had been discussed at an informal conference and shall be signed and dated by the grievant. The supervisor, or designee, shall provide the grievant with a written decision to the grievance within six (6) business days

after receipt of the grievance. Within the period from the filing of the grievance until the written decision, either party may request a conference to discuss the grievance.

- 2) Level II: If the grievant is not satisfied with the decision of the supervisor at Level I, the grievant may appeal the decision on the grievance form to the Program Director of the University. Such appeal must be in writing and made within six (6) business days after the grievant's receipt of the reply in Level 1. The statement on appeal shall include a copy of the original grievance, the decision rendered by the supervisor, and a statement of the reason for the appeal. The Program Director, grievance officer, or designee, shall conduct an investigation into the allegations and shall provide the grievant with a decision in writing within six (6) business days after receiving the appeal. Either the grievant or the Program Director may request a conference to discuss the grievance prior to the written decision.
- 3) Level III: If the grievant is not satisfied with the Level II decision, the grievant may within six (6) business days after the receipt of the decision appeal the decision to the President or designee. This appeal shall be in writing and shall include the original grievance and shall state the basis of the appeal to Level III. The President or designee, shall provide the grievant with a decision in writing within six (6) business days after the submission of the grievance at this level.
- 4) Level IV, Arbitration: Any grievance which has not been resolved to the satisfaction of the grievant at Level III shall be submitted to arbitration upon providing written notice to the President. Such notification by the grievant shall be made within fifteen (15) business days after the receipt of the decision at Level III.

### **Selection of the Arbitrator**

Not later than ten (10) business days after the University receives written notice of the grievant's desire to arbitrate, the parties should agree upon an arbitrator. If no agreement is reached within said ten (10) business days, an arbitrator shall be selected from a list of arbitrators to be mutually agreed upon by the grievant and the University. The University and the grievant shall alternately strike a name from the list (the first to strike shall be determined by lot) until one remains. This person shall be the selected arbitrator.



### **Authority of Arbitrator**

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this grievance procedure, but shall determine only whether or not there has been a violation of substance of any of this Handbook's agreements (policies, procedures, rules, regulations or standards) and what the remedy shall be. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the current event giving rise to the grievance. The arbitrator shall have no power to render an award on any grievance relating to an occurrence before the effective date of this Handbook.

### **Review by the Board of Directors**

The decision of the arbitrator shall be final and binding upon the parties to the dispute unless either the University or the grievant shall, within 15 days after receipt of the decision, submit a request in writing to Daybreak University's Board of Directors (BOARD) for review of the decision. The Board shall promptly take such a request under submission and shall render its decision, which shall be final and binding on all parties.

### **Arbitration Arrangement**

The fees and expenses of the arbitration, including a reporter's transcript, if the parties agree to have a transcript or if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties, except that the party requesting review of the arbitrator's decision by the Board shall pay the full amount of the arbitrator's fee. Each party shall bear the expense of the presentation of its own case, except that the University shall grant released time without loss of compensation to a faculty representative at the arbitration hearing and will provide released time without loss of compensation to University witnesses during the period their presence is required as witnesses. Hearing will be scheduled on University premises, if possible.

### **Grievance Procedure Records**

All documents, communications, and records dealing with the grievance and arbitration procedure provided herein shall be filed separately from the personnel files of the grievant(s).

### **Time Limits**

If the grievance is not processed by the grievant in accordance with the time limits set forth in this section, it shall be considered settled on the basis of the last decision/agreement. If the

University fails to respond to the grievance within the specified time period at any level, the grievant may proceed to the next level. The time limits set forth in this section may be extended by mutual agreement in writing between the University and the grievant. The day of delivery of notice shall be counted as a day in determining time limits.

### **Faculty Representation**

The grievant shall be entitled to representation by a faculty representative at any grievance meeting. If the grievant desires representation, such shall be requested by the Faculty Representative (FR). The FR is a Faculty member who has been elected by the faculty to represent the faculty in transactions with the administration or the University. FRs are elected for a one-year term. They may be re-elected for as many terms as the faculty chooses. The FR shall inform the supervisor and/or the University Chief Academic Officer and/or the President of the person designated to represent the grievant so that meetings may be scheduled not to conflict with the assigned duties of such representative. In situations when a FR has not been asked to represent the grievant, the University shall not agree to a final resolution of the grievance until the FR has a copy of the grievance and the proposed settlement and has been given an opportunity to file a response on the matter. An additional University representative may be invited to be present at any level of the grievance process.

### **Scheduling of Meeting**

Grievance meeting will be held during the normal business day, but shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the FM(s) involved. In the event a meeting is scheduled which conflicts with such assigned duties of an affected FM, the FM will not suffer any loss of pay as a result of attending such meetings.

### **Group Grievance**

If any group of FMs has the same grievance, one grievant may file the grievance on behalf of all the other parties. The grievant filing such a group grievance shall obtain on the grievance form the signature of the FMs in the group who authorized the grievant to process the grievance on their behalf.

### **Bureau for Private Postsecondary Education (BPPE)**

1747 North Market, Suite 225 Sacramento, CA 95834

Phone: (916) 574-8900/ Fax: (916) 263-1897

<https://www.bppe.ca.gov/enforcement/complaint.shtml>

Please note that BPPE regulations require that the University's internal grievance policies must be followed completely before a student complaint will be considered.

**Transnational Association of Christian Colleges and Schools (TRACS)**

15935 Forest Rd., Forest, VA 24551

A member may also contact TRACS Accrediting Agency by completing the TRACS Complaint Form found on [https://tracs.org/documents/3.TRACSComplaintForm-AgainstInstitution\\_000.pdf](https://tracs.org/documents/3.TRACSComplaintForm-AgainstInstitution_000.pdf) and submitting it to the President of the TRACS.

### **3. ACADEMIC PROCEDURES**

#### **3.1 Procedures Related to Syllabi Development and Approval**

The course syllabus represents the agreement between professor and student about what content a course will cover, what skills the student will be expected to use, how the professor will determine the students' grades, and when the various kinds of assignments are due. The professor may operate on the assumption that the students can be expected to put in two hours outside of class for every class hour. The professor presents the syllabus to students in the first week of the course, preferably on the first day of class. The professor makes sure each enrolled student receives and understands the syllabus. A course syllabus is required for every class, every instructor, and every quarter. Copies of all course syllabi are to be in the University office prior to the quarter's beginning and are subject to the approval of the chief academic officer.

The syllabus needs to include the following information.

- 1) Course Title
- 2) Course Number
- 3) Quarter and Year
- 4) Instructor's Name, Office Hours, Phone, E-Mail Address
- 5) Course Content: Identify the main topics, units, problems, projects, or other logical sections into which the subject matter is divided (this information may be provided already under "Learning Outcomes").
- 6) Learning Outcomes: State specifically what you hope to accomplish through the course in terms of the students' skills and/or content.
- 7) Course Requirements and Grading: Explain clearly what you require from the students. If you require attendance or vocal participation in class, for example, make this clear. Make clear to students the basis for grading and the relative importance of the requirements and standards for earning an A, B, C, etc. Specify the due dates for assignments and the examination dates. Be sure to specify the format for assigned papers and make clear your expectations for content, organization, and length.
- 8) Course Schedule: Provide students with a schedule for reading and other assignments and examinations. Specify the reading assignments and whether they are in the text(s) or on reserve in the library.
- 9) Bibliography of Related Materials: If appropriate to the course, compile a short bibliography limited to ten to fifteen of the most important references or significant related materials.

### **3.2 Textbook Selection and Approval Procedures**

Give complete and current bibliographic information about the textbooks you have chosen. Specify whether the textbook is required or optional and whether it is to be purchased or used through the approval of library reserve.

### **3.3 Student Attendance Requirements**

Regular class attendance is essential. Records of class attendance are the responsibility of the faculty, and every course's syllabus should clearly state the instructor's policy on class attendance and how attendance affects a student's final evaluation in the course. When a student misses class, the student is expected to follow the instructor's policy as stated in the course syllabus. The student should contact his/her instructor as soon as possible after he/she knows the absence will occur or has occurred.

If the cause of the absence is an illness, accident, or family emergency, each instructor should assist the student to make up any missed work. Time lost through such absences should not prejudice class standing. Faculty members should specify the appropriate time frame for making up missed work. If the cause of the absence is less compelling (e.g. choosing to miss class, oversleeping), instructors may or may not permit the student to make up missed work, and may or may not assess a penalty for class absence.

If any of the following conditions are true, the faculty member should contact the program director:

- The faculty member is concerned for the student's health or well-being, or thinks the student needs additional help.
- The student has had excessive absences in the class. (An instructor should not assume that continued absence from class indicates an official withdrawal unless so notified).
- The faculty member believes the student has been untruthful about the cause of absence.

If the student services director is working with a student regarding an emergency or ongoing personal concern(s) affecting the student's academic performance, the student's faculty will be notified by e-mail or telephone.

### **3.4 Intellectual Property and Copyright Information**

Daybreak University fosters and supports an environment that encourages creativity and the development of new intellectual works in their various forms. In appropriate cases, with early disclosure of the effort, Daybreak will recognize ownership in the creator(s) of the work with a

right of the University to use the work for its educational mission and the development of its employees, and to participate in an appropriate royalty share in external marketing of the work by its creator(s). However, with respect to intellectual works that are created at the direction of Daybreak to support administrative/non-instructional functions and other works specifically designated by the University, Daybreak will generally retain ownership and rights to the work, subject to specific written agreements to the contrary.

### **The University's Role**

Daybreak University will ensure fair treatment of all parties and will take the following actions:

- 1) Provide a supportive environment;
- 2) Use reasonable effort to exploit and protect intellectual property generated by its faculty and students;
- 3) Maintain fairness and adequate incentives in the distribution of residual income;
- 4) Consider proposals from individual with respect to exploitation and protection of intellectual property.

### **The Faculty's Role**

Daybreak University faculty is required to:

- 1) Report any work undertaken on behalf of an external body and any conflicting outside commercial interests;
- 2) Report the development of any intellectual property as it arises;
- 3) Keep key information confidential until it is protected;
- 4) Report any potential conflict of interest.

### **Instructional Use of Copyrighted Materials**

Daybreak University recognizes that accomplishment of its mission may be facilitated by the use of works owned or created by others. It is the policy of Daybreak that students, employees, and other individuals who use University facilities and/or equipment, and students, employees, and other individuals who use off-campus non-University facilities and/or equipment in connection with University activities or on behalf of the University, shall recognize those accomplishments by respecting the intellectual property of others and using such works only to the extent such use would be permitted by law.

For example, this policy applies when photocopying is undertaken at all central copying center, machines in the library, or on any other reproduction equipment owned or leased by Daybreak or used in connection with University activities or on behalf of the University.

Students, employees, and other individuals subject to this policy who use material originated by others shall not, as a matter of policy, when using such materials, infringe on those rights of the originator which are protected by copyright laws and shall secure permission to use or reproduce copyrighted works when such permission would be required under copyright law and/or pay royalties when such payment would be required.

Students, employees, and other individuals subject to this policy are expected to obtain permission from the copyright owners unless the intended use is clearly permitted under the doctrine of “fair use.” Students, employees, and other individuals subject to this policy are expected to be selective and sparing in copying. “Fair use” shall not be abused.

Daybreak does not condone copying instead of purchasing copyrighted works where such copying would constitute copyright infringement. For purposes of this policy, copyrighted material means any work or intellectual property which may be subject to copyright under the laws of the United States. This includes, but is not limited to, literary works, including computer programs and compilations; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings. For example, this policy applies to photocopying for classroom use, use of computer software, use of videocassettes, and off-air videotaping.

This policy is not intended to waive any rights, remedies, immunities, or defenses available to the University in the event of an infringement or alleged reserved.

### **3.5 Equipment and Supplies Procurement Procedures**

Faculty will be allowed to purchase and maintain, at the academic unit’s expense, the equipment and software approved by the Chief Academic Officer that allows for the most seamless interaction, effectiveness and efficiency. Equipment may include, but is not limited to instruments, supplies, computers, faxes and telephone lines.

Daybreak University will not maintain or repair personal equipment or supplies. Personal equipment and supplies used in lieu of Daybreak University equipment may be purchased at the discretion of the Chief Academic Officer and maintained by the Daybreak University by special agreement.

## **4. HIPAA, BAA, Zoom, Google, Populi, Recording, and Daybreak Technical Support**

### **4.1 HIPAA Rules and Regulations**

Equipment HIPAA (Health Insurance Portability and Accountability Act) is a U.S. federal law that establishes rules and regulations to protect the privacy and security of individuals' health information. If you are taking an online class related to HIPAA requirements, here are some key things you should know:

HIPAA applies to "covered entities" and "business associates." Covered entities are healthcare providers, health plans, and healthcare clearinghouses. Business associated are individuals or organizations that provide services to covered entities and have access to protected health information (PHI). Both covered entities and business associates must comply with HIPAA rules.

HIPAA has two main components: the Privacy Rule and the Service Rule. The Privacy Rule establishes national standards for protecting the privacy of PHI. The Security Rule establishes national standards for protecting electronic PHI (ePHI) that is created, received, maintained, or transmitted by covered entities and business associates.

HIPAA requires covered entities and business associates to implement administrative, physical, and technical safeguards to protect PHI and ePHI. These safeguards include things like implementing access controls, encrypting ePHI, conducting regular risk assessments, and training employees on HIPAA policies and procedures.

HIPAA also requires covered entities and business associates to notify individuals if there is a breach of their unsecured PHI or ePHI. Notifications must be made without unreasonable delay and no later than 60 days after the discovery of the breach.

HIPAA violations can result in significant penalties, including fines and legal action. Covered entities and business associates should take HIPAA compliance seriously and ensure that they have appropriate policies, procedures, and safeguards in place.

In summary, HIPAA is a federal law that establishes rules and regulations to protect the privacy and security of individuals' health information. Covered entities and business associates must comply with HIPAA rules, including implementing safeguards to protect PHI and ePHI, notifying individuals in the event of a breach, and taking HIPAA compliance seriously to avoid penalties.



## **4.2 Business Associate Agreement (BAA) Regulations**

A BAA (Business Associate Agreement) is a legal agreement that outlines the responsibilities and obligations of a business associate (BA) when handling protected health information (PHI) on behalf of a covered entity (CE) under HIPAA (Health Insurance Portability and Accountability Act).

The BAA agreement rules are as follows:

Covered entities must enter into a BAA with their telehealth vendors or service providers that have access to PHI. This includes any third-party software or technology used to provide telehealth services.

The BAA must include specific provisions related to telehealth, such as how PHI will be transmitted and secured during telehealth sessions, the role of the vendor or service provider in protecting PHI, and how any breaches will be handled.

Business associates must comply with all HIPAA regulations related to telehealth, including the use of encryption to protect PHI during transmission, and ensuring that PHI is only accessed by authorized individuals.

Covered entities must conduct due diligence to ensure that their telehealth vendors or service providers are HIPAA-compliant and have appropriate safeguards in place to protect PHI.

Business associates must report any breaches of PHI to the covered entity immediately and take steps to mitigate the harm caused by the breach.

## **4.3 Family Educational Rights and Privacy Act (FERPA)**

<https://studentprivacy.ed.gov/>

- Frequently Asked Questions
- Postsecondary school officials
- Protection of Pupil Rights Amendment (PPRA)
- Guidance and Notices
- Filing a complaint under FERPA or PPRA

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - Appropriate parties in connection with financial aid to a student;
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

## **4.4 California Consumer Privacy Rights**

The California Consumer Privacy Act (CCPA) is a comprehensive privacy law that grants California residents certain rights over their personal information and imposes obligations on businesses that collect, use, and disclose that information.

Under the CCPA, California residents have the right to:

1. Know what personal information is being collected about them.
2. Know whether their personal information is sold or disclosed and to whom.
3. Opt-out of the sale of their personal information.
4. Access their personal information.
5. Request the deletion of their personal information.
6. Not be discriminated against for exercising their CCPA rights.

Businesses subject to the CCPA must:

1. Provide certain disclosures to California residents regarding the collection, use, and disclosure of their personal information.
2. Implement reasonable security measures to protect personal information from unauthorized access, destruction, use, modification, or disclosure.
3. Comply with opt-out requests from California residents who do not want their personal information sold.
4. Provide access to personal information and delete it upon request.
5. Not discriminate against California residents who exercise their CCPA rights.

The CCPA is enforced by the California Attorney General's office, and individuals may also have a private right of action for certain data breaches.

## **4.5 Google Workspace Regulations**

Using and storing client information on Google Drive and email for telehealth purposes requires compliance with HIPAA regulations to protect the privacy and security of the client's protected health information (PHI):

1. Sign a Business Associate Agreement (BAA) with Google: Before using Google Drive or email to store and share PHI, it's essential to sign a BAA with Google. This agreement

outlines the responsibilities and obligations of both parties to ensure compliance with HIPAA regulations.

2. Enable two-factor authentication: It's essential to enable two-factor authentication for both Google Drive and email to add an extra layer of security to protect PHI from unauthorized access.
3. Encrypt data: Any PHI stored on Google Drive should be encrypted using a strong encryption method to ensure that even if someone unauthorized gets access to it, they cannot read it.
4. Use secure transmission methods: Emails containing PHI should be encrypted before sending and sent through secure transmission methods, such as a HIPAA-compliant email service or a secure file transfer protocol (SFTP).
5. Limit access: Access to PHI on Google Drive should be limited to only authorized individuals who have a need to know the information.
6. Monitor and track access: Keep track of who is accessing PHI on Google Drive and email and ensure that any unauthorized access is immediately reported and addressed.
7. Train staff: Ensure that all staff members who have access to PHI stored on Google Drive and email receive regular HIPAA training to ensure they understand the importance of protecting PHI and are aware of HIPAA compliance requirements.

By following these rules, you can help ensure that the client's PHI is protected while using and storing client information on Google Drive and email for telehealth purposes in a HIPAA compliant manner.

#### **4.6 Google Regulations for HIPAA and BAA**

1. Enabling Google Vault for email and chat retention and eDiscovery purposes
2. Enabling Mobile Device Management (MDM) to manage and secure mobile devices that access PHI
3. Enabling Data Loss Prevention (DLP) to prevent sensitive information from being shared
4. Enabling two-factor authentication (2FA) to add an additional layer of security to user accounts
5. Configuring security settings for Google Meet, Calendar, and other collaboration tools
6. It's important to note that while Google Workspace can be configured to be HIPAA-compliant, you as a customer are responsible for ensuring that you use the service in a compliant manner, and that you have policies and procedures in place to protect the privacy and security of PHI.

## 4.7 Collecting Client Information using Google Form Regulations

Collecting client information with Google Forms for telehealth purposes requires compliance with HIPAA regulations to protect the privacy and security of the client's protected health information (PHI). Here are some rules to follow:

1. Sign a Business Associate Agreement (BAA) with Google: Before using Google Forms to collect PHI, it's essential to sign a BAA with Google. This agreement outlines the responsibilities and obligations of both parties to ensure compliance with HIPAA regulations.
2. Train staff: Ensure that all staff members who have access to the PHI collected through Google Forms receive regular HIPAA training to ensure they understand the importance of protecting PHI and are aware of HIPAA compliance requirements.
3. Enable two-factor authentication: Enable two-factor authentication for the Google account to add an extra layer of security to protect PHI from unauthorized access.
4. Use a secure connection: Ensure that the Google Form is accessed through a secure and encrypted connection to protect PHI while in transit.
5. Collect the minimum necessary information: Collect only the minimum necessary PHI needed for telehealth purposes, and avoid collecting any unnecessary information.
6. Limit access: Access to the collected PHI on Google Forms should be limited to only authorized individuals who have a need to know the information.
7. Monitor and track access: Keep track of who is accessing the PHI collected through Google Forms and ensure that any unauthorized access is immediately reported and addressed.
8. Delete PHI after use: Once the PHI collected through Google Forms is no longer needed, it should be deleted from the Google account to ensure that it is not accidentally disclosed or accessed.

By following these rules, you can help ensure that the client's PHI is protected while collecting client information with Google Forms for telehealth purposes in a HIPAA compliant manner.

## 4.8 TheraNest

TheraNest is a practice management software designed for mental health providers, and it can be used by students who are studying to become mental health professionals to manage their clients' information and records. Students who are enrolled in counseling, psychology, or social work programs can use TheraNest to track their clients' progress, manage their appointments, and securely store their confidential health information.

TheraNest provides a range of features that can be helpful for students who are working with clients, including:

1. **Scheduling and appointment management:** Students can use TheraNest to schedule appointments with their clients, send appointment reminders, and manage their availability.
2. **Client management:** TheraNest allows students to create client profiles, store confidential health information, and track progress notes and treatment plans.
3. **Billing and invoicing:** TheraNest offers billing and invoicing features that can help students manage their finances and streamline their accounting processes.
4. **Secure messaging:** TheraNest includes a secure messaging system that enables students to communicate with their clients in a secure and HIPAA-compliant way.
5. **Telehealth services:** TheraNest also offers telehealth features that allow students to conduct remote counseling sessions with their clients.

TheraNest is a HIPAA compliant practice management software for mental health providers. TheraNest is designed to meet the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and is committed to maintaining the confidentiality and security of patient health information.

TheraNest includes various security features and safeguards to ensure the confidentiality and integrity of patient data, including:

- Data encryption both in transit and at rest
- Role-based access control to restrict access to sensitive information
- Automatic session timeouts to prevent unauthorized access
- User activity logging to monitor and track system usage
- Regular system backups to ensure data availability and integrity

## **4.9 Populi Student Web Portal**

Populi is a web-based software program that your school uses to keep academic records and many other information. Populi is designed to keep information secure and confidential. One of the ways it does that is by requiring you to log in with your username and password whenever you use Populi. When you're done using Populi, make sure to log out! Do so by clicking your name in the upper part of the screen and selecting *Log Out* from the drop-down.

The following list describes the various security layers in Populi—from the controls in place at our data centers to access permissions within Populi itself.

- Customer data is stored in SSAE 16 Type II compliant data centers.
- The data centers feature compartmentalized security zones and biometric access controls.
- The primary data center backs up to a cloud-based data center.
- Populi is guarded by firewalls and overseen with proactive monitoring for hacking/probing attempts.
- All user access to Populi occurs over 256-bit SSL-encrypted connections.
- User logins require alphanumeric passwords; two factor authentication is also offered.
- User accounts are locked after too many failed login attempts.
- User sessions are subject to automated timed logouts after a certain period of inactivity.
- Information access in Populi is based on an individual user's role-based permissions.
- All changes to core academic and financial data (as well as other data) are tracked in system change logs. All financial transactions have a complete audit trail.
- Customer data is backed-up on a rolling basis: daily, weekly, and monthly.
- The company has a [Privacy Policy](#) that discusses the collection, use and disclosure of information.
- The company has a statement on FERPA, which is available in Section 4.5 of the Privacy Policy linked above.
- The company has a business continuity plan that outlines disaster recovery (among other things).

For details on Populi Legal Policy: <https://www.populi.co/legal/terms/>

## 4.10 Zoom Video Conferencing

### What Personal Data Does Zoom Collect from Students?

Personal data is any information from or about an identified or identifiable person, including information that Zoom can associate with an individual person. We may collect, or process on behalf of schools or other organizations providing educational services, the following categories of personal data when a student uses or interacts with Zoom Products to receive educational services, such as when they join their classroom or meet with their teacher on Zoom:

**Profile and Participant Information:** Name, profile picture, contact information, and any other information a school or educational organization allows students to add to their profile or to add when registering for meetings, recordings or webinars hosted on the school or organization's account.

- **Contacts and Calendar Information:** Contact lists the school or educational service adds or allows students to use on their account (such as names and email addresses for other students in the school), as well as calendar information added to the account (such as a class schedule or upcoming school events).
- **Settings:** Preferences and settings students set when using an educational account, such as microphone, audio and video settings, and screen sharing settings.
- **Device Information:** Information about the computers, phones, and other devices students use when joining meetings or webinars or sending messages using Zoom Products, including device features (like microphone or camera versions and IDs), IP address (which may be used to infer general location at a city or country level) and Wi-Fi information.
- **Meeting, Webinar, and Messaging Content:** If the school or educational organization chooses to record meetings or webinars to Zoom Cloud, Zoom will store these recordings on behalf of the school or organization. The recordings may contain a student's voice and image, messages, Q&A, or other content (such as a presentation or whiteboard) shared by a student during a meeting or webinar. Zoom employees do not access this content unless the school or educational service directs us to do so, or as required for legal, security, or safety reasons.
- **Product Usage:** Information about how students and their devices interact with Zoom Products, such as when they join and leave a meeting, whether they send messages and with whom they message, mouse movements, clicks, keystrokes, or actions (such as mute/unmute or video on/off), and other inputs that help Zoom understand feature usage, improve product design, and suggest features.

**Zoom uses personal data collected from students to conduct the following activities:**

- **Provide Educational Products and Services:** To provide products, features and services for schools and other organizations to use when providing educational services to children, including to customize the product and safety features and settings for a school environment. This may also include using personal data for customer support, which may include accessing audio, video, files, and messages, at the direction of the school or organization.
- **Product Research and Development:** To develop, test, and improve Zoom Products that are used in educational settings.
- **Authentication, Integrity, Security, and Safety:** To authenticate accounts and activity, detect, investigate, and prevent malicious conduct or unsafe experiences, address security threats, protect school and public safety, and secure Zoom Products.



- **Legal Reasons:** To comply with applicable law or respond to valid legal process, including from law enforcement or government agencies, to investigate or participate in civil discovery, litigation, or other adversarial legal proceedings, and to enforce or investigate potential violations of our Terms of Service or policies.

Zoom uses advanced tools to automatically scan content such as virtual backgrounds, profile images, and files uploaded or exchanged through chat, for the purpose of detecting and preventing violations of our terms or policies and illegal or other harmful activity, and its employees may investigate such content where required for legal, safety, or security reasons.

**Zoom does not disclose student’s data to third parties, except for:**

- service providers who help us provide Zoom Products and technical infrastructure;
- where required for legal, security, or safety reasons;
- or to other Zoom affiliates (such as Zoom Voice Communications, Inc., which provides Zoom Phone) to enable additional products and features for use by schools and educational organizations.

**What Student Information Do Schools See and Share on Zoom Products?**

Depending on their policies, settings and how they use Zoom Products to provide educational services, the school or organization providing educational services may be able to see or to share the following personal data from students who join meetings or webinars on their account. The school or other organization’s use and disclosure of student information is subject to the school or educational organization’s policies, not Zoom’s. Zoom does not enable children to make personal information publicly available through the use of Zoom Products.

- **Student Usage and Content:** Depending on their settings, the school or other organization providing educational services – and the people they designate — can access (i) information about how students and their devices interact with the school or educational organization’s account; (ii) information about the participants who joined classrooms or meetings on their account (including participant name, display name, email address and participant ID); (iii) the content of recordings hosted on their account, as well as a transcript of audio, if enabled; and (iv) information provided in response to polls, Q&A or other content shared during classrooms, webinars and meetings on their account.
- **Teachers, Hosts and Participants:** Teachers, hosts and other participants in a classroom or meeting may be able to see students’ email, display name, and profile picture, as well as content and information shared by students during a meeting and webinar. Depending on

settings implemented by the school or educational organization, teachers, hosts and participants also may be able to record or save classroom or meeting content, audio transcripts, messages sent to Everyone or to them directly, and files, whiteboards, or other information shared during a classroom or educational meeting.

More information about Zoom: <https://explore.zoom.us/en/privacy/>

#### **4.11 Patient Rights & Consent**

State law requires the health care provider initiating the use of telehealth to obtain written or verbal consent once before the initial delivery of telehealth services. Medi-Cal has developed Telehealth Patient Consent Language, which includes language outlining a beneficiary's right to in-person services, the voluntary nature of consent, the availability of transport to access in-person services if needed, and potential limitations/risks of receiving services via telehealth. Patient consent can be completed verbally or in writing. Patients who consent to synchronous video must separately consent to synchronous audio-only services.

#### **4.12 Recording and Confidentiality**

Students are required to present recordings of their clinical work as part of the clinical training requirements. Recordings must be treated in the same manner as any other confidential materials and the student must obtain written consent by the client prior to recording. Recordings are to be kept in a locked place at your clinical training site and while transporting the recording tape, all precautions must be taken to guard confidentiality. To be HIPAA compliant, the acceptable session recording formats include CD/DVD and flash drives, or personal recording devices (camera, cell phone, laptop, or tablet) which must be password protected. For Zoom recordings, record to the Zoom Healthcare clouds and delete after supervision.

#### **4.13 Clinical Training Student Requirements**

Once a student begins their clinical training, they are required to join [TheraNest](#). TheraNest is a web-based computer software program designed to assist students in tracking and reporting one's hours. Clinical training hours will be submitted utilizing this web-based computer software program. Students are responsible for all BBS paperwork and should keep their paperwork in a safe and secure place. Students can obtain the required clinical training paperwork by downloading it from Google Drive from CFTC.

#### **4.14 Clinical Training Probation**

1. Students must meet and comply with the BBS Statutes and Regulations, as well as the policies set by the MFT program. A student may be placed on Clinical Training Probation, which subjects the student to a period of review and additional requirements as deemed by the faculty committee due to a violation of BBS, MFT program, and/or clinical training site requirements.
2. Students may be placed on Clinical Training Probation for one or more of the following reasons, but is not limited to:
  - Incomplete/Missing Clinical Training Paperwork
  - Unprofessional Conduct
  - Deficient Clinical Skills
  - Lack of Sufficient Progress
  - Gross Negligence
  - Violation of BBS Statutes and Regulations
  - Violation of Clinical Training Site Policies
  - Violation of MFT Program Policies
3. Students placed on Clinical Training Probation will receive a formal letter indicating their period of probation and the additional requirements the student will need to meet in order to continue in their clinical training. Students must complete the additional requirements in order to remain in their clinical training site and continue accruing hours.
4. The minimum requirements for clinical hours will be 1,750 hours comprising of direct counseling with individuals, groups, couples, or families and a maximum 1,250 of non-clinical experience which includes supervision, workshops, training, and conferences, administering psychological tests, writing clinical reports, writing progress or process notes, and client-centered advocacy. Client contact hours include therapy with individuals, couples, families, group therapy and/or teletherapy.
5. Client-centered advocacy is defined in the Business and Professions Code (BPC) 4980.34 (h) as including, but not limited to, “researching, identifying, and accessing resources, or other activities, related to obtaining or providing services and supports for clients or groups of clients receiving psychotherapy or counseling services.” Group therapy hours are counted by the number of hours, not the number of clients within the group.

6. Students may not count hours for the BBS or the MFT program for any week where supervision was not provided. If a supervisor is providing supervision on a volunteer basis, a letter of agreement is needed. On the Experience Verification form, there is a place for the supervisor to indicate if they are providing supervision on a volunteer basis, as opposed to self-employed or on a paid basis. If the supervisor is working on a volunteer basis, then attach the original written agreement between you and the applicant's employer required by Title 16, California Code of Regulations Section 1833 (b) (4). This letter of agreement is needed any time your supervisor is not paid by your employer for the provision of supervision.

#### **4.15 State Regulations and Rules**

It is essential to follow each state's regulations when providing Marriage and Family Therapy (MFT) through telehealth services. Each state has its own guidelines and requirements for telehealth therapy, and it is crucial to understand and adhere to them to avoid any legal or ethical issues. Some states may require specific licenses, certifications, or training for MFT telehealth therapy. Additionally, there may be rules regarding informed consent, confidentiality, and technology requirements that must be followed. By following each state's regulations, MFT providers can ensure that they are providing safe and effective telehealth therapy to their clients while also maintaining compliance with state laws and regulations.

#### **4.16 State/Provincial Telehealth Guidelines**

This guideline contains information pertaining to teletherapy laws at the state-level, including any waivers to certain teletherapy requirements and policies regarding insurance reimbursement for teletherapy. Not all states have regulations; updates will be made to this page as new information is received. This information can change rapidly.

[https://www.aamft.org/Events/State\\_Guide\\_for\\_Telehealth.aspx](https://www.aamft.org/Events/State_Guide_for_Telehealth.aspx)

#### **4.17 California State Regulations on Telehealth**

Marriage and Family Therapist Trainees and Telehealth Marriage and family therapist trainees are unlicensed and unregistered individuals who are currently enrolled in their master's or doctoral degree program designed to qualify them for licensure as a marriage and family therapist, and who have completed at least 12 semester units or 18 quarter units of their degree program. MFT trainees are permitted to provide services via telehealth. The school must approve and have an agreement

with the site detailing, among other things, the methods by which supervision shall be provided. MFT trainees can count pre-degree hours toward licensure, so they need to make sure they follow the law regarding counting experience hours. If they are working in a governmental entity, school, college, university, or institution that is nonprofit and charitable, they may obtain supervision via videoconferencing. If they are working in a setting other than the types listed above, the law requires the supervisor to be in person.

[https://bbs.ca.gov/pdf/agen\\_notice/2021/20210122\\_telehealth\\_v.pdf](https://bbs.ca.gov/pdf/agen_notice/2021/20210122_telehealth_v.pdf)

#### **4.18 Virginia State Regulations on Telehealth**

Licensure Board COVID-19 Information : The licensure board has a webpage listing COVID-19 information for LMFTs and LMHCs.

<https://www.dhp.virginia.gov/counseling/>

The Virginia Board of Counseling regulates the practice of Marriage and Family Therapy in the state. The Board has specific regulations related to telehealth services, which apply to MFT supervisees who are providing such services under the supervision of a licensed MFT supervisor.

The relevant law and regulations for MFT supervisees in Virginia providing telehealth services are:

1. Virginia Code § 54.1-3500.1: This law outlines the requirements for the provision of telehealth services in the state. It requires that telehealth services be provided in a manner that is consistent with the standards of care for in-person services and that practitioners must ensure the security and privacy of electronic communications.
2. Virginia Board of Counseling Regulations (18 VAC 115-50-115): These regulations specifically address the provision of telehealth services by MFTs in Virginia. The regulations require that MFTs must be licensed in the state and that they must comply with all laws and regulations related to the provision of telehealth services.
3. Virginia Board of Counseling Guidance Document: The Board has also provided guidance for MFTs who are providing telehealth services in Virginia. The guidance document outlines the specific requirements for informed consent, confidentiality, and security for telehealth services.

As an MFT supervisor in Virginia, it is important to be familiar with all relevant laws, regulations, and guidance related to the provision of telehealth services. It is also important to ensure that you

are providing services under the supervision of a licensed MFT supervisor and that you are complying with all ethical and legal guidelines for the provision of mental health services.

#### **4.19 New Jersey State Regulations on Telehealth**

Out-of-State Healthcare Providers Can Offer Services to New Jersey Residents During COVID-19 Emergency (3/20/20): The State of New Jersey is allowing individuals who hold current licenses as an LMFT or other healthcare licenses in good standing in other states and have been practicing within the last five years, will be able to secure a license in New Jersey by completing a simple form. Additional information for out-of-state providers. These temporary licenses are valid for 180 days after completion.

[Temporary waiver of telemedicine rules](#) to allow healthcare practitioners to more easily provide care via telemedicine. The expiration of this order is congruent with [Executive Order #103](#), which appears to be whenever the state of emergency ends, or when the Governor announces the end of Order #103.

<https://www.njconsumeraffairs.gov/COVID19/Documents/FAQ-Telehealth.pdf#search=telehealth>

#### **4.20 Arizona State Regulations on Telehealth**

With the efforts to reduce community spread of COVID-19, many practitioners are seeking guidance on telepractice. Continuity of care is vital to mental health clients, and in this new climate, we encourage our licensees to become competent in telehealth delivery to continue to serve those in need. There are many resources to assist behavioral health professionals in providing technology assisted therapy. The Board does not have restrictions on which license types (temporary licensees, associate level or independent level licensees) can provide telepractice, however there may be limitations if providers are working through third party reimbursement.

Out of state clinicians, please read: Board statutes and rules related to telepractice.

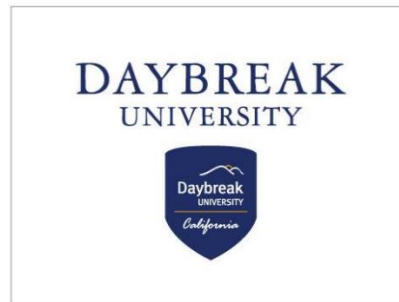
<http://www.azbbhe.us/node/847>

- Guidance on revisions to A.A.C. R4-6-1106

Governor Ducey's Executive Order 2020-15 - Expansion of Telemedicine Federal and National Resources:

- Medicaid guidance on telemedicine
- Department of Health and Human Services COVID-19 telehealth update FAQ
- Association of Health Insurance Providers' members response to COVID-19
- AAMFT COVID-19 update including telehealth resources
- ACA telehealth information
- ASWB regulatory provisions
- CACREP response
- NAADAC COVID-19 update including telehealth resources
- NASW telehealth resource
- NBCC COVID-19 update including telehealth resources

Executive Order Expanding Telemedicine Coverage: Executive Order 20-15 requires insurance plans regulated by the state to cover telehealth and requires that reimbursement rates for providers be no lower than the rate for the same service performed in-person.



## Daybreak University Technical Support

### 1. Zoom Tutorial

- Video: [Tutorial for Beginners: How to use Zoom Video Conferencing](#)
- PDF tutorial available below

### 2. Google Tutorial (Email, Drive, Forms)

- **Google Email:**
  - [Gmail help center](#)
- **Google Drive:**
  - Video: [Google Drive tutorial for beginners](#)
  - [Google Support](#)
  - PDF tutorial available below
- **Google Forms:**
  - Video: [How to use Google Forms – Tutorial for Beginners](#)
  - [How to use Google Forms](#)

### 3. Populi Tutorial

- Video: [Populi YouTube Channel – Student Tutorial playlist](#)
- [Populi Knowledge Base support](#)

### 4. TheraNest Tutorial

- [TheraNest Knowledge Base](#)

For more information or inquiries, please email at [techsupport@daybreak.edu](mailto:techsupport@daybreak.edu)



## Faculty Acknowledgement Form

1. I agree to abide by all University requirements as outlined in the current Daybreak University Faculty Handbook and as updated throughout my time at Daybreak University.
2. I understand that students must take full responsibility for ensuring that their degree program at Daybreak meets the licensing requirements of my local state and/or country licensing board (where applicable). I am required to sign the Faculty Acknowledgement Form as part of the first course, acknowledging that I have read, understood, and have agreed to abide by all Faculty Acknowledgement and Confidentiality Policies required by the Program and I have reviewed this program handbook. I am informed acknowledgement of potential differences in MFT licensure requirements across state/provincial regulatory bodies. Before students began the program of study, they acknowledged, in writing, that they were provided with information that licensing regulations may differ across states and provinces. I have received the acknowledgment policy and form demonstrating information about portability of the degree.
3. I have read and understand the program policy statement that if I have been convicted of a felony or misdemeanor prior to or after admission into the MFT program, I am required to immediately inform the Program Director of the MFT Program. I understand that such conviction may result in my dismissal from the program.
4. I understand that if I am diagnosed, treated, or admitted to a hospital or other facility for the treatment of any psychotic disorder (e.g., bipolar disorder, schizophrenia, paranoia, etc.); suicide attempt(s); substance abuse; or the illegal use of any controlled substance, habit-forming drug or prescription medication I am required to immediately inform the Program Director as this may interfere with my ability to competently and safely perform the essential functions of the MFT profession. I further understand that if this occurs, I will be required to provide a letter from my treating physician or licensed mental health professional indicating I am compliant with treatment and currently able to practice safely and competently.
5. I understand that students need to meet a minimum cumulative GPA of 3.0 and must be maintained throughout the program and is required for graduation and that they must complete this program within the maximum years of the program.
6. I understand that in the MFT program I will be evaluated by students for courses I teach.
7. I understand that if I violate the University's student Code of Conduct and/or Academic Integrity policy I may be subject to immediate administrative dismissal, and would not qualify for readmission to Daybreak University.
8. I understand that as a Faculty in this program I am required to conduct myself in accordance with the most current edition of the AAMFT Code of Ethics.
9. I understand that students are required to secure an appropriate clinical training site and qualified local supervisor (AAMFT Approved Supervisor or State-Approved supervisor) as outlined in the

Program Handbooks. As indicated in the Student Handbook and in acknowledgement form, I understand that students who fail to find a qualified site or supervisor will make completion of the program impossible.

10. I understand that students are responsible for keeping an accurate record of all of their client contact and supervision hours for review by local supervisor(s), the Daybreak MFT faculty, and for the purpose of applying to state (or other) licensing boards.
11. I understand that students need to complete some of the course requirements, including the online supervision process used during the practicum courses; they will be required to participate in periodic (weekly during clinical training) online video conferencing meetings throughout their time in the program. In addition, I understand students are required to record some of their therapy sessions with clients (using a video camera) to share during online supervision sessions, as well as have all their clients sign a standard informed consent document that discloses the video recording of sessions and requests permission for recording, transmission, and supervision of the sessions with the Daybreak MFT Faculty. I understand that the MFT faculty must approve any exceptions to this requirement.
12. I understand that students are required to complete 300 hours of direct client contact (at least 100 of these hours must be relational - working with couples, parents, and children together, or whole families together), and 100 hours of approved supervision (at least 51 of these hours must be individual supervision, and at least 50 of these hours must include direct observation - either live or via video recording) received at the local site(s). I also understand that students are expected to review the relevant Program Handbook for detailed information regarding these requirements.
13. I understand that before students begin any clinical experience, they are required to submit proof of professional liability insurance.
14. I have read and agree to abide by the Confidentiality Statement in the Faculty Handbook.
15. I understand that faculty and on-site supervisors work collaboratively for the benefit of the students and the MFT program. Therefore, I understand that the MFT faculty, supervisors, and staff may discuss and disclose information concerning my performance as a student and as a therapist-in-training. This information, including information that I may share in courses or in supervision, will only be disclosed to other MFT clinical faculty, supervisors, staff and students as needed (deemed pertinent for my personal and/or the MFT program's benefit by faculty, supervisors, and staff), except where otherwise outlined in the Faculty Handbook.
16. I have read the Marriage and Family Therapy (MFT) Program Handbook relevant to my program and understand all of the information contained therein. I have been given an opportunity to ask questions about the Handbook and understand that if I have concerns about it or the contents of it, I may speak with the Program Director before signing this statement. Furthermore, I agree

with the information provided in the MFT Program Handbook and agree to abide by the conditions stated therein.

17. I have reviewed the MFT Program's mission, goals and student learning outcomes in the Program Handbook and understand that I may directly contact the current professor or MFT Program Director ([jinkim@daybreak.edu](mailto:jinkim@daybreak.edu)) with any questions or feedback that I have.

## **Faculty Acknowledgement Form**

Before I began teaching at the MFT program at Daybreak University, I was given a copy of Daybreak University's MFT Student Handbook and Faculty Handbook with information about the school's policies as well as the potential differences in MFT licensure requirements across states.

Signature Instructions: To sign this Faculty Acknowledgement Form you must type your name. As part of your digital signature, you must provide the e-mail address you have on file at Daybreak University to help us confirm your identity.

**By signing on this Faculty Acknowledge Form, you are committing to abide by all the regulations and guidelines stated therein. Failure to comply may result in disciplinary measures.**

**Faculty Name:**

**Faculty Email:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_