WESTMORELAND COUNTY COMMUNITY COLLEGE

POLICY MANUAL

JANUARY 2023

westmoreland.edu

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Mission, Vision, Values

Approved by the Board of Trustees – May 23, 2007
Effective May 24, 2007
Revised by the Board of Trustees - May 24, 2017
Approved by the Board of Trustees – June 24, 2020

Mission

Westmoreland County Community College improves the quality of life in the communities we serve through education, training and cultural enrichment.

Vision

Westmoreland County Community College is recognized as a premier institution of higher learning focused on student success, workforce development, economic growth and cultural experiences.

Values

1. Teaching and Learning – We are committed to excellent instruction and lifelong learning.
2. Innovation and Creativity – We are committed to creativity, new ideas and the advancement of art, culture and technology.
3. Equity and Inclusion – We are committed to an educational and workplace environment where all are treated with dignity and respect.
4. Collaboration and Teamwork – We are committed to cooperation within our college and to strong relationships with employers, school districts and other community partners.
5. Accountability and Integrity – We are committed to high, ethical educational standards.
6. Social Responsibility and Stewardship – We are committed to principles of service and good citizenship.

Updated July 2019

Policy Making Process

Approved by the Board of Trustees – January 22, 2014
Approved by the Board of Trustees – June 24, 2020
Revision approved by the Board of Trustees – December 8, 2021

A. Initiation

Any member of the board, administration, faculty or student body may initiate a proposed board policy at any time. The proposed policy will be reviewed by the appropriate members of the administration and approved by the president. All policies will be submitted to the Board of Trustees for review and/or approval.

B. Review and Recommendation by President's Cabinet

Proposed board policies will be presented at the president's cabinet meeting by members of the cabinet. There will be a minimum of one meeting for presentation of the policy and one meeting for discussion of a proposed board policy in order to allow time for all appropriate individuals to consider the proposed policy.

C. Approval by President for Submission to the Board

Approval of a proposed board policy for submission to the board will be by the president, following the review and recommendation by the president's cabinet.

D. Presentation of Proposed Board Policy at Regular Meeting of the Board of Trustees

After a proposed policy has been approved by the president, it will be presented to the board as a first read as part of the board packet for the monthly board meeting. Feedback and changes will be made and the final draft will be voted on at the next monthly board meeting. In some cases, this timeline will need to be shortened and a policy can be presented and voted on during the same month.

E. Adoption by the Board of Trustees and Distribution

After a board policy is adopted by the Board of Trustees, it will be numbered, dated and posted to the policy manual on the college website.

F. Monitoring Board Policy Effectiveness

Following the adoption of the board policy, the president's cabinet has been charged with

periodically assessing the effectiveness of the policy. At any time, the president and cabinet are expected to submit an existing policy that does not continue to meet the needs of the institution along with a rationale for why the policy is not meeting needs and the proposed new policy with an explanation for the changes. If the president approves amending the policy, the amended policy is expected to follow the process outlined in D and E of this policy.

G. Timeline of Policy Review

Policies are reviewed continually and at a minimum, every policy should be reviewed every three (3) years from the date of board approval.

Board of Trustees Bylaws

ARTICLE I. NAME

The name of this organization shall be the Board of Trustees of Westmoreland County Community College, hereafter "Trustees" and is the institution's legal governing body.

ARTICLE II. PURPOSE

The purpose of this organization shall be to govern, operate and maintain a community college subject to Article XIX-A of the Pennsylvania Public School Code, and to the policies, standards, rules and regulations which may be adopted from time to time, by the State Board of Education..

ARTICLE III. PRINCIPAL OFFICE

The principal office of the Westmoreland County Community College Trustees shall be at the administrative offices of the Westmoreland County Community College located at 145 Pavilion Lane, Hempfield Township, Youngwood, Pennsylvania 15697.

ARTICLE IV. MEMBERS

Section 1. The Board of Trustees shall consist of no fewer than seven (7) or more than fifteen (15) persons appointed for terms of six (6) years each, by the Board of Commissioners of Westmoreland County. A Trustee may serve successive terms and each Trustee shall continue to serve until a successor has been appointed and duly qualified.

Section 2. **Compensation of Trustees** - The Trustees shall serve without compensation. Each Trustee shall be reimbursed for actual and necessary expenses incurred in the performance of duties. The Trustees shall include in their budget an expense account for the Trustees and officers for actual and necessary expenses incurred in the performance of their duties.

Section 3. If a Trustee shall fail to attend one-half of the meetings in a one-year period without excuse for cause approved by the Chair, the remaining Trustees may recommend that the County Commissioners declare that Trustee position vacant and that the County Commissioners appoint an individual to fill the unexpired term.

Section 4. Trustees shall abide by the terms set forth in the Trustee Conflict of Interest policy and by the Trustee position description. Failure to do so could result in removal from the Trustee Board.

ARTICLE V. QUORUM

Except as otherwise provided by law, a quorum at all meetings of the Board of Trustees shall consist of a majority of Trustees.

ARTICLE VI. OFFICERS

Section 1. **Offices** - The offices of the Trustees shall consist of a Chair, a Vice-Chair, Secretary and a Treasurer. The officers shall perform the duties outlined by these bylaws and such other duties that may be assigned by the Trustees from time to time.

Section 2. Concurrent Offices - No person shall hold the office of Chair, Vice-Chair, Secretary or Treasurer simultaneously. Additionally, no officer shall hold a single office for more than three years during a term.

Section 3. Nominating Committee - At the Regular Meeting held in April, a Nominating Committee of three (3) members shall be appointed by the Chair. It shall be the duty of this Committee to nominate candidates for the offices to be filled at the Annual Meeting in June. The Nominating Committee shall report the slate at the Regular Meeting in May. Additional nominations from the floor may be made at the June meeting.

Section 4. Terms of Office - The principal officers shall be chosen annually by the Trustees at the Annual Meeting in June. Each officer shall serve until such time as a successor is elected and duly qualified.

Section 5. Vacancies - Any vacancy in any office shall be filled by a majority vote of the Trustees for the unexpired term.

Section 6. Chair

(a) The Chair shall preside at all of the meetings, and shall be authorized to call Special Meetings as herein provided.

(b) The Chair shall possess the power to sign all certificates, contracts, and other documents of the Westmoreland County Community College, which have been authorized by the Trustees.

(c) The Chair shall be authorized to execute and grant degrees, diplomas and certificates that may be granted to students who complete their programs of study of the Westmoreland County Community College after the list of graduates is approved by the faculty.

(d) The Chair shall annually appoint two Trustees, each for a one-year term, to serve as voting members on the Board of Directors of the Westmoreland County Community College Educational Foundation.

Section 7. Vice-Chair

(a) The Vice-Chair shall, upon the absence, death, resignation, disability or disqualification of the Chair, perform the duties of the Chair until the Chair shall resume the office or a successor shall have been elected and duly qualified.

(b) During the absence or disability of the Chair, the Vice-Chair shall possess the same power of the Chair including the power to sign all contracts and other documents which have been authorized by the Trustees.

(c) The Vice-Chair shall have such other duties as may be assigned from time to time by the Trustees.

Section 8. Secretary

(a) The Secretary shall cause the minutes of the meetings to be prepared and shall cause the minutes to be submitted to each Trustee. The Secretary shall have charge, under the direction of the Trustees, of all official records and papers belonging to the Trustees. The Secretary shall perform such other duties as may be assigned from time to time by the Trustees.

Section 9. Treasurer

(a) The Treasurer shall review or cause to be reviewed the activities delegated by the Trustees to the Vice President of Administrative Services including care and custody of all cash, stocks, bonds, mortgages, or other securities or investments belonging to the Westmoreland County Community College. The Treasurer shall perform such other duties as may be assigned from time to time by the Trustees.

ARTICLE VII. MEETINGS

Section 1. Annual Meeting - The Annual Meeting of the Board of Trustees of the Westmoreland County Community College shall be the Regular June Meeting of each year. If there is no Regular Meeting in June, then the Annual Meeting shall be the next Regular Meeting. The Annual Meeting shall be held at the principal office of the Community College or at such other place within the County of Westmoreland, Commonwealth of Pennsylvania as may be determined by the Board of Trustees and as may be designated in the notice of said meeting.

Section 2. Regular Meeting - Annually there shall be eight Regular Meetings of the Trustees to be held on the dates, time and place as set by the Trustees. Regular Meetings shall be held at the principal office of the Community College unless otherwise designated in the notice of meeting.

The notice setting the time and place of the Regular Meeting-shall be sent to each Trustee at least three days before the meeting, shall be posted at the principal office of the Community College, and shall be advertised to the public in accordance with the Pennsylvania Sunshine Act.

Section 3. Special Meetings - The Chair shall call a Special Meeting of the Trustees upon written request signed by four Trustees. The Chair is authorized to call a Special Meeting as deemed necessary.

Section 4. Notice of Special Meetings - Written notice of all Special Meetings shall be sent to the Trustees by the Secretary at least three days prior to the date of the meeting. The notice shall set forth the time, the place, and the purpose of the Special Meeting. Notice of Special Meetings shall be given to the public in accordance with the Pennsylvania Sunshine Act.

ARTICLE VIII. PRESIDENT

Section 1. The President of the Westmoreland County Community College shall be the chief executive and administrative officer of the College and shall perform all duties, which the Trustees may prescribe.

Section 2. Attendance at Trustees' Meetings - The President shall attend all meetings of the Trustees and may be heard on matters before it, but shall have no right to vote on any matter.

ARTICLE IX. COMMITTEES

Section 1. Standing Committees - There shall be appointed from the Trustees the following standing Committees:

- Executive Committee
- Finance/Facilities Committee
- Educational Affairs/Personnel Committee
- Legislative Committee
- Audit Committee
- Workforce Development Committee
- Governance Committee

Special "ad hoc" committees may be appointed from time to time to conduct special studies or to perform such services as the Trustees may specify.

Section 2. Appointment and Terms of Standing Committees - The Standing Committees shall be appointed annually by the Chair from the Trustees and shall remain as constituted until the succeeding Chair shall have reconstituted the committees. The chair shall appoint all committee chairs. The Chair shall be an ex officio member of all committees.

Section 3. Filling Vacancies - In case a vacancy shall occur on any committee, the Chair of the Trustees shall appoint another Trustee to fill the unexpired term.

Section 4. Authority of Standing Committees - The authority of the Standing Committees shall be subject to the policies of the Trustees. Committee recommendations shall be submitted to the Trustees for approval. If the Trustees give to a committee prior approval and instructions to act, then that committee may act for the Trustees within the parameters of the specific authority granted by the Trustees of that committee.

Section 5. Executive Committee Duties - The Executive Committee shall consist of the Chair, Vice-Chair, Secretary, Treasurer and immediate past chair of the Trustees. The committee shall investigate at the request of the Chair any emergency situation which may arise and if necessary, make recommendations for action to the Trustees at any Special or Regular Meeting.

Section 6. Finance/Facilities Committee Duties – The Finance/Facilities Committee shall consist of a minimum of five (5) Trustees. The Finance Committee shall have general oversight of all financial affairs of the College and shall represent the Trustees in all dealings pertaining to financial matters, including the submission of an annual budget, to be approved by the Trustees, for operations and capital expenditures. The Facilities Committee shall have general oversight of the development of a long-range plan and reviewing and updating the goals, objectives and mission of the College. The Finance/Facilities Committee shall have two (2) Chairpersons, one to preside over Financial affairs and the other to preside over Facilities affairs.

Section 7. Educational Affairs/Personnel Committee Duties – The Educational Affairs/Personnel Committee shall consist of a minimum of four (4) Trustees. This Committee shall have general oversight of all policies relative to student affairs, academic affairs and all educational programs and shall recommend to the Trustees candidates for all full time Cabinet positions. The Educational Affairs/Personnel Committee shall have two (2) Chairpersons, one to preside over Educational affairs and the other to preside over Personnel affairs.

Section 8. Duties of the Legislative Committee - The Legislative Committee shall consist of a minimum of three (3) members of the Board. This Committee shall be concerned with legislative developments on the State and National Level which may affect the Westmoreland County Community College. The committee shall keep the Board informed of legislative developments which may affect the College.

Section 9. Audit Committee Duties – The Audit Committee shall consist of a minimum of three (3) trustees. This Committee shall function as a liaison between the Trustees and the external auditor. In doing so, this Committee shall perform the following functions: recommend a party to perform an external audit, monitor the auditing process and provide periodic updates to the Trustees regarding the progress of the auditing process.

Section 10. Workforce Development Committee Duties – The Workforce Development Committee shall consist of a minimum of three (3) trustees. This Committee shall be concerned with the workforce and economic development needs of Westmoreland County and southwestern PA and the role that Westmoreland County Community College should play in serving these needs. The committee will also act as a liaison with the Economic Growth Connection of Westmoreland County and the Industrial Development Corporation of Westmoreland County along with the college president and vice president of Workforce Development.

Section 11. Governance Committee Duties – The Governance Committee shall consist of a minimum of three (3) Trustees. The Governance Committee shall ensure that the Board of Trustees fulfills its legal, ethical, and functional responsibilities through adequate governance policy development, recruitment strategies, training programs, monitoring of Trustees' activities, and evaluation of Trustees' performance.

ARTICLE X. ORDER OF BUSINESS

Section 1. Agenda - The agenda for each meeting of the Trustees shall be prepared by the Chair and the President, and the Secretary shall cause it to be sent to each Trustee. A consent agenda may be presented by the Chair at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Trustee. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Chair.

Section 2. Order of Business - The order of business for all Regular Meetings shall be as follows: call to order, Pledge of Allegiance, roll call, approval of minutes, comments from the public, business, reports, and adjournment.

ARTICLE XI. RULES OF ORDER

Robert's Rules of Order, revised and updated edition and as subsequently revised, shall govern all parliamentary procedural matters for all meetings of the Trustees and committees. If the rules of parliamentary procedure are in conflict with these bylaws, then the bylaws shall govern.

ARTICLE XII. VOTING

A majority vote of those present at a meeting of the Trustees or committees shall be the act of the meeting. A Trustee shall be considered "present" at a meeting of the Trustees if the Trustee participates via teleconference or via any other similar electronic means.

ARTICLE XIII. COMMUNICATIONS TO THE BOARD

Section 1. Notification System - Communications to the Trustees from individuals not members of the Trustees should, except in the case of the President, be in writing. Notice of the desire by an individual not a Trustee other than the President, to appear before the Trustees shall be filed with the Chair and the President of the College as far in advance of the meeting as possible.

Section 2. Trustee/President/Staff Communication - In order to keep the President informed and enable the President to list as completely as possible the business to be attended to by the Trustees, copies or notices of communications to committees or to members of the Trustees shall be sent to the President. Any communications from staff members to the Trustees and all directories or orders from the Trustees to staff members shall be sent through the Office of the President.

ARTICLE XIV. AMENDMENT

These bylaws may be amended by a 2/3 vote of the Trustees present at a Regular or Special Meeting. The proposed amendment has to be filed with the Chair in writing and a copy mailed to each Trustee in advance of the meeting at which the amendment is to be introduced. The amendment shall be voted upon following the meeting at which it was proposed.

Original – 10/21/70
Amended – 5/74; 7/81; 12/81; 5/88; 8/89; 2/01; 5/26/04; 12/08/04; 6/28/06; 3/26/08; 6/23/10; 1/25/12; 6/24/15; 4/26/17, 4/25/18; 8/24/22

1 Board Policies

1.1.1 Communication amongst Board Members

Policy approved by the Board of Trustees – June 24, 2020

The purpose of this policy is to ensure compliance with the Pennsylvania Sunshine Act (the "Act"). The Board of Trustees may take action on matters properly before it only in public at a regular, special, or emergency meeting, except in those instances where action is permitted by law in closed session. The authority of the Board of Trustees may be exercised only as a Board and only at such meetings or closed sessions as are duly and legally constituted. Individual members acting in their individual capacities have no authority to commit the Board of Trustees or President to any policy determination or course of action.

The Board of Trustees must conduct all deliberation in public. Deliberation is defined by the Act as the "discussion of agency business held for the purpose of making a decision." Therefore, members of the Board of Trustees shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, social media, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board of Trustees. Furthermore, Board Members may not use a series of communications by any means or through any person to discuss, deliberate, or take action on any item of business within the subject matter jurisdiction of the Board. In other words, Board Members exchanging opinions about an upcoming vote or encouraging other Board Members to vote a particular way in an email discussion or a discussion held via social media would violate the Act. This prohibition does not in any way prevent the communication of information amongst board members outside a public meeting where such communication may provide background information for an upcoming vote so long as no deliberation occurs in the communication.

Any questions arising as to whether a particular communication is in compliance with this policy or the Act should be directed to the College Solicitor.

1.1.2 Delegation to the President

Policy approved by the Board of Trustees – June 24, 2020

The Board of Trustees of Westmoreland County Community College (the "Board") delegates to the President the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.

The President may delegate any powers and duties entrusted to him/her by the Board, but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The President is empowered to reasonably interpret Board policy. In situations where there is no Board policy direction, the President shall have the power to act, but such decisions shall be subject to review by the Board. It is the duty of the President to inform the Board of such action and to recommend written Board policy if one is required.

The President is expected to perform the duties contained in the President's employment contract and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board in consultation with the President. The President shall ensure that the College complies with all relevant laws and regulations, and submit required reports in a timely fashion.

The President shall make available any information or give any report that the Board as a whole requests. Individual Board members' requests for information shall be submitted to the appropriate Board committee chair. If, in the opinion of the Board committee chair, the request is not unduly burdensome or disruptive to the College's operations, then the Board committee chair shall request the information from the President. Information provided to any individual Board member as a result of an individual Board member's request shall be made available to all Board members.

The President shall act as the professional advisor to the Board in policy formation.

1.1.3 Board of Trustees Emeritus Policy

Policy approved by the Board of Trustees – May 22, 2013

Definition: There shall be a category of Board member known as a Board Member Emeritus who is nominated and elected by the Board of Trustees. Board members emeritus shall be selected from those board members who have served on the Board of Trustees with distinction and excellence. Emeritus members shall serve three (3) year automatically renewable terms for as long as they remain active in the work of [CLIENT], and may end their term at any time. Emeritus member candidates will have served the board with distinction and considered deserving of same for outstanding service.

A board member emeritus shall be entitled to receive all written notices and information which are provided to the Board of Trustees, to attend all Board of Trustees meetings, to participate in meetings of the committees in which they serve, and encouraged to attend all other events conducted by [CLIENT]. A Board member emeritus shall not be subject to any attendance policy, counted in determining if a quorum is present at a meeting, entitled to hold office, or entitled to vote at any board meeting.

Eligibility: In order to be considered for designation as a board member emeritus, a person must be a current or former member of the [CLIENT] Board of Trustees who:

1. Has served the [CLIENT] Board of Trustees with distinction
2. Held an important leadership role, and made or continues to make significant contributions
3. Engaged in major volunteer or advocacy activities in his or her service on the board
4. Completed the term(s) for which he or she was appointed
5. Participates in one (1) or more [CLIENT] activities (e.g., events, volunteerism, fund-raising, government relations, networking, etc.)

Election: Annually, with the recommendation of the board nominating committee, the Executive Committee of the board will consider potential candidates and may nominate one (1) or more individuals for a board emeritus position. The Executive Committee will present the nomination(s) along with supporting statements to the [CLIENT] Board of Trustees for its consideration. A simple majority vote of directors present at a meeting at which a quorum is present is sufficient to approve an appointment.

1.1.4 Board of Trustees/Power and Duties

Policy approved by the Board of Trustees – June 24, 2020

The Board of Trustees of Westmoreland County Community College (hereafter, the "Board) constitutes the governing body of the College, and is empowered to govern, operate and maintain the College under and in accordance with the Act and the policies, standards, rules and regulations which may be adopted, from time to time, by the Pennsylvania Department of Education. The specific powers and duties of the Board are set forth in Act, 24 P.S. 19-905-A., as may be amended from time to time, and incorporated herein by reference.

It is the Policy of the Board to recognize and maintain the distinction between those activities which are appropriate to the Board as the legislative, governing body of the College and those administrative activities which are to be performed by the President and his/her staff in the exercise of authority delegated by the Board. Policies approved by the Board are to be used by individual trustees, college personnel, student and the public to define relationships and outline responsibilities relative to the operation of the College. Board Policies create administrative structures, set priorities, delegate authority, assign responsibility, ensure accountability, and establish standards for legal, regulatory, and ethical compliance. Board Policies may be adopted or amended by a vote of the majority of the Board at a regular meeting. The Board may also adopt bylaws, rules and regulations in furtherance of these policies and to otherwise govern its internal functions and operations, which shall carry the same force and effect, and be binding upon individual trustees, college personnel, students and the public, to the same extent as those policies appearing in the Board Policy Manual.

Board Policies shall, unless otherwise specified in the Policy itself, become effective immediately upon adoption or amendment by the Board and, once adopted or amended, will supersede and have control over any rule, regulation or procedure that conflicts or is inconsistent with the provisions or requirements of that policy. The official minutes of the Board shall be considered an extension of Board Policy and subsequent Board actions of record, shall, in the case of conflict, take precedence over any policy which bears an earlier approval or revision date.

In accordance with the authority granted to it under the Act, the Board hereby delegates authority to the President of the College to develop, promulgate and implement administrative regulations and procedures as may be necessary to implement and carry out the objectives of Board Policy and administer the College's operations. Administrative regulations set forth requirements, directives, standards and guidelines on matters of College-wide concern that are not specifically addressed in Board Policies and for which uniform compliance is necessary in order to meet fiscal, academic, research, human resources and other management standards and requirements imposed by federal, state or local laws or external administrative agency rule. Administrative regulations do not require Board action, and may be adopted or revised by the administration of the College upon approval of the President and in accordance with any applicable Governance processes now or as may be in effect at the College.

In addition to the foregoing, the College may issue procedures, handbooks and guidelines which set forth or describe operational details needed to implement policies and/or administrative regulations or which otherwise address matters within the functional responsibility or authority of an operational unit

of the College. Procedures, handbooks, guidelines and other similar informational materials may supplement but not conflict with Board Policies or approved administrative regulations. The College President may delegate authority to the administrator or executive officer with responsibility for a specific operating unit to approve procedures for that unit.

1.1.5 Public Participation in Board Meetings

Policy approved by the Board of Trustees – January 18, 2019
Policy approved by the Board of Trustees – May 25, 2022

The Board of Trustees of Westmoreland County Community College (the "Board") recognizes the value to governance of public comment and involving members of the public in Board meetings. Public comment at Board meetings is governed by 65 P.S. 701 et. seq. and this Policy.

In order to permit fair and orderly expression of public comment, the Board shall provide an opportunity at each regular and special meeting of the Board for the public to comment on official action or deliberation prior to the consideration of agenda items by the Board. Comments on non-agenda items may be permitted during the public comment time at a regularly scheduled Board meeting.

If the Board determines there is not sufficient time at a meeting for public comments, the comment period may be deferred to the next regular meeting or to a special meeting before the next regular meeting.

Prior to the Call to Order of the regular Board meeting, any individual requesting to address the Board should submit to the Board Secretary their name, address, any company and/or affiliation and the issue of concern. Each statement made by a participant shall be limited to five (5) minutes duration. At the discretion of the Board Chair an additional minute may be granted in individual situations. No participant may speak more than once on the same topic.

Persons appearing before the Board are reminded as a point of information, that the Board members are without authority to act independently as individuals in official matters; thus, questions may be directed to the Board, but answers may be deferred pending consideration by the Board. Comments relating to specific individuals that may implicate personnel matters or a potential disciplinary response are not permitted in public sessions.

The Board Chair may: i) interrupt or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant; ii) request any individual to leave the meeting when that person does not observe reasonable decorum; iii) request the assistance of law enforcement officers to remove a disorderly person when his/her conduct interferes with the orderly progress of the meeting; or iv) call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting.

1.1.6 Travel and Procedures Policy

Policy approved by the Board of Trustees – June 24, 2020

The Travel and Procedures Policy for the Board of Trustees can be found in **Appendix 1-A**.

1.1.7 Presidential Evaluation Policy and Procedure

Policy approved by the Board of Trustees – June 23, 2021
Policy revision approved by the Board of Trustees – December 8, 2021

Purpose

The Board of Trustees ("Board") of Westmoreland County Community College ("College") shall conduct regular performance and effectiveness reviews of the College President. The intent of this activity is to provide an objective performance review and to establish a mutually supportive environment between the Board and the President.

The purpose of the evaluation process shall be:

1. To evaluate the strengths, weaknesses and accomplishments of the President;
2. To evaluate the President's effectiveness and management skills in improving institutional performance;
3. To strengthen the working relationship of the Board and the President in order to continually improve effectiveness of directing the future of the College;
4. To ensure that the President receives appropriate recognition, guidance, and assistance from the Board; and
5. To assist in determining salary increases and/or in renewing the President's employment contract.

Procedure

An evaluation subcommittee of the Board shall conduct an annual performance evaluation of the President. The subcommittee shall consist of the chairs of the Personnel, Educational Affairs and Governance Committees. In addition, on occasions designated by the Board, a 360 degree performance evaluation may be conducted in accordance with the procedure outlined below.

Step 1 Planning Session

Annually, the President shall submit to the Board a set of goals for the ensuing year in a manner and format to be indicated by the Board. The goals should include expectations related to leadership of the academic enterprise, student enrollment, faculty and staff development, financial management, status of the College Strategic Plan and external relationships. These goals shall be submitted during the first month of each fiscal year.

Step 2 Self-Evaluation

Prior to the Evaluation Session, the President shall complete a self-evaluation using Form A attached. Along with this evaluation form, the President shall provide a summary of the past year's activities in relation to the goals provided in the Planning Session. This step shall be completed on or before May 31.

Step 3 Board Assessment and Preparation for Evaluation Session

The evaluation subcommittee shall distribute evaluation Form A to all Board members for completion and use in the Evaluation Session. Board members are to complete the evaluation Form A on or before May 31. The evaluation subcommittee, or its designee shall collect the evaluations and generate an analysis.

Step 4 Evaluation Session

The subcommittee shall annually engage in an evaluation to discuss with the President the President's self-evaluation, the outcome of the Board evaluations and the 360 degree evaluation if employed. The evaluation subcommittee will obtain approval from the Board Chair prior to scheduling this evaluation session. The evaluation session will be conducted during the first two months of the fiscal year. The Board Chair may attend the evaluation session at the Board Chair's discretion. During the evaluation session, the subcommittee will provide feedback to the President and indicate its disposition on the President's performance as it relates to performance against established goals. An action plan shall be jointly developed to address any identified weaknesses and/or opportunities for professional growth.

Step 5 Reporting of Evaluation

An executive summary of the Evaluation Session shall be prepared by the subcommittee and presented to the Board at an executive session of the Board. Any changes recommended to the salary, benefits, term or other provisions of the President's contract as a result of the evaluation shall be acted upon at a public Board meeting.

Optional Step 360 Degree Evaluation

At the discretion of the Board, a 360 degree evaluation of the President's performance may be conducted by a third party engaged by the Board. Such evaluations may be conducted after the first year of the President's contract and every three years thereafter. If the Board decides to engage a third party for a 360 degree evaluation, an appropriate RFP will be prepared and advertised in January of the year in which the 360 degree evaluation is to occur. The evaluation subcommittee shall meet with the selected evaluation firm to establish the criteria, format and method of evaluation. This evaluation shall entail interviews to include but not be limited to the following individuals who have regular contact and interaction with the President: presidents of the faculty and support associations, division chairs, distinguished professors, alumni, state legislators, College Foundation members, County Commissioners and the student government association president. The 360 degree evaluator shall compile the evaluation results and submit a confidential report to the evaluation subcommittee for use in the Evaluation Session.

Confidentiality

The evaluation materials and documents, evaluation forms, interview notes and comments shall remain strictly confidential in accordance with state and federal law and with the College's confidentiality and personnel policies.

1.1.8 Confidentiality Policy for the Board of Trustees

Policy approved the by Board of Trustees – January 26, 2022
Policy revision approved by the Board of Trustees – March 23, 2022

Members of the Board of Trustees of the Westmoreland County Community College (the "Board") have fiduciary duties defined by care, loyalty and obedience imposed by state law. These fiduciary duties require each Board member (individually referred to in this Policy as a "Trustee") to act in good faith, with ordinary care, and in a manner the Trustee reasonably believes is in the best interests of Westmoreland County Community College (the "College").

Transparency is a guiding principle for the College. Protecting confidentiality where appropriate enables the College to commit to effective transparency while protecting the open and candid confidential discussions that are crucial for the Board's governance. This Confidentiality Policy covers discussions in formal Board executive sessions, as well as Board communications that occur in less formal and/or remote setting. This Policy governs the receipt, use, and disclosure of Confidential Information (as defined below) by Trustees. This agreement is intended to supplement the College's Principles of Governance and Leadership Policy and all other College policies.

1. "Confidential Information" as that term is used in this Policy means any non-public information, communication, or other materials which the College or one of its officers, or staff members communicate to a Trustee, or that a Trustee receives from a third party in connection with the Trustee's service on a College committee or otherwise including:

    a. any materials marked confidential or attorney-client privileged;

    b. the College's non-public plans, strategies, budgets, or financial information;

    c. non-public information shared in connection with formal Board executive session meetings and discussions, including non-public communications on pending litigation, employment matters, contemplated real estate lease or purchase agreements, or strategy/information sessions related to collective bargaining; and

    d. non-public information about the College's past or present Trustees, officers, executives, staff members, and vendors, including any non-public information related to someone's hiring or termination.

2. Confidential Information does not include information that is generally known or available to the public through the Right to Know Act, the Sunshine Act or any other state law governing public information or that is provided to Trustees by third parties who are not affiliated with the College and who have no duty to maintain such information in confidence. This Policy is not intended to prevent disclosure of Confidential Information where disclosure is required by law.

3. Trustees are obligated to keep confidential and not disclose Confidential Information to any person, including their relatives, friends, and members of the College staff, unless the College has authorized such disclosure.

4. If a Trustee is unsure whether information is considered to be Confidential Information under this Policy or whether the College has authorized disclosure of Confidential Information, the Trustee should consult with the Solicitor before making any disclosure to a third party.

5. Confidential Information belongs exclusively to the College.

6. Trustees should take reasonable measures to avoid unauthorized or inadvertent disclosure of Confidential Information and should, for example, refrain from leaving Confidential Information contained in documents unattended or on computers or other electronic devices without adequate security.

7. At the expiration of a Trustee's service on the Board, and at any other time upon written request by the College, a Trustee must promptly return to the College or delete all materials in the Trustee's possession that contain Confidential Information.

8. Trustee's obligations under this Agreement with respect to Confidential Information will remain in effect for three years after the Trustee leaves the Board except for information that must be kept confidential longer than three years, such as Confidential Information which contains attorney-client privileged communications.

The Trustees acknowledge that any violation of this Policy could cause harm to the College, frustrate Board deliberations and action, and may lead to legal action against a Trustee in the event of a Trustee's intentional disclosure of Confidential Information to non-authorized third parties.

1.1.9 Principles of Governance and Leadership

Policy approved by the Board of Trustees – March 23, 2022

The Westmoreland County Community College Board of Trustees is comprised of 7 to 15 individuals appointed by the Westmoreland County Commissioners for a six-year term. Trustees may serve successive terms and each trustee shall continue to serve until a successor has been appointed and duly qualified. Upon appointment, trustees are expected to perform the duties and responsibilities defined for their office by the Pennsylvania School Code. In performance of these duties and responsibilities, trustees are expected to uphold the public trust and to ensure the overall well-being and integrity of the college.

Trustees are accountable to the college community served and their shareholders. Trustees have a fiduciary duty of care, loyalty and obedience to the college. Accordingly, trustees must act in the best interest of the college at all times and abide by all college policies in deliberation and decision making. The following principles are adopted as policy by the Board of Trustees and will be acknowledged and agreed to in writing by each individual trustee. These principles are intended to ensure that governance of the college through the action of its trustees is at all times performed in a manner which conforms to trustees' fiduciary duty to the college and satisfies the statutory obligations imposed by the School Code. Accordingly, trustees will:

Advocate Earnestly

- Engage the community by seeking input, building support networks, and generating action
- Champion community college education by engaging members of local, state and federal legislative bodies

Lead Responsibly

- Prepare for, attend and actively participate in board meetings and other college functions
- Work together in a spirit of harmony, respect and cooperation
- Participate in professional development, training and board retreats
- Collaborate with the College President as a united team

Govern Effectively

- Adhere to college by-laws, policies, and all established rules and procedures for board operations
- Develop, adopt, revise and review policy
- Align decisions to policy
- Differentiate between governance and management, delegating management tasks to the President and administration
- Allocate finances and resources in the best interest of the college
- Ensure compliance with local, state and federal laws

Plan Thoughtfully

- Adopt and implement a collaborative comprehensive planning process, including regular reviews
- Set annual goals that are aligned with the college strategic plan
- Develop a financial plan that anticipates both short and long-term needs

- Formulate a master facilities plan conducive to teaching and learning
- Review academic plans and assessments

Evaluate Continuously

- Utilize appropriate data to make informed decisions
- Use effective practices for the evaluation of the President
- Review effectiveness of the college strategic plan

Communicate Clearly

- Promote open, honest and respectful dialogue among the board, staff and community
- Protect confidentiality
- Honor the sanctity and confidentiality of executive sessions

Act Ethically

- Never use the position for improper benefit to self or others
- Act to avoid actual or perceived conflicts of interest
- Recognize the absence of authority to speak or represent outside of the collective board
- Respect the role, authority and input of the President
- Integrate multiple perspectives into board decision-making
- Recognize that power rests with the board, not individual trustees
- Speak with one voice; support the decision of the board once it is made
- Abide by the majority vote

1.1.10 Policy Review Acknowledgement and Agreement

Policy approved by the Board of Trustees – June 22, 2022

I acknowledge that I have read a copy of the Westmoreland County Community College By-Laws and Policy Manual which describes important information about the college and my duties as a member of the College Board of Trustees. A digital copy of the Policy Manual can be accessed online at https://westmoreland.edu/about/policies/index.html or a hard copy can be obtained by contacting the Board Secretary. I understand that I have a fiduciary duty to the college to abide by and uphold the College By-laws and Policies. I agree to, at all times, act in the best interest of the college in administering these By-Laws and Policies and in carrying out my duties as a member of the Board of Trustees. I understand that I should consult with the College Solicitor if I have any questions or concerns regarding my responsibilities in carrying out these duties or if a potential conflict of interest arises.

Since the College By-laws and Policies are necessarily subject to change, I acknowledge that I will fully participate in discussion of any Policy or By-Law revisions from this date forward and agree to abide by any revisions adopted by the Board of Trustees.

I understand and agree that I will abide by this agreement and that any failure to do so will result in appropriate action by the Board of Trustees in accordance with the By-Laws and Pennsylvania law.

_____

Board of Trustee Name (Printed)

_____

Signature

_____

Witness Signature

_____

Date

1.1.11 Solicitor Services and Review Policy

Policy approved by the Board of Trustees – October 26, 2022

Purpose

This Policy establishes the responsibilities of the College's Solicitor for providing legal services to the College, and identifies those matters that require legal review by the Solicitor. Compliance with this Policy will enable the College to minimize the risk of litigation; reduce uncertainty and disruption in its affairs; and take advantage of its legal rights, protections and opportunities. The major responsibility of the Solicitor is to ensure that the legal rights and opportunities of the College, its Board of Trustees and its employees are protected, and that their legal obligations are met.

General Duties

The Solicitor is an independent contractor whose contact with the College is through the President. The Solicitor is primarily responsible for providing professional legal services to the College's officers, Board of Trustees and employees who are acting in their official capacity in performance of their duties. Whenever the Solicitor is providing legal services to the College including the President and the Board of Trustees, professional standards require that his or her legal advice and services be based upon independent professional judgment that is not subject to the client's direction and control.

Regardless which individual or group represents the College as the Solicitor's client for purposes of any particular communication or representation, the College as a whole entity remains the Solicitor's sole client. He or she owes professional responsibilities to the organization as a whole, including the Board of Trustees as an entity.

To meet the expectations stated above, the Solicitor must have direct and independent access to the Board of Trustees when necessary in his or her professional judgment (e.g.,. when obliged by this policy or by the above professional standards to disclose information received from constituent members of the organization to the highest authority within the organization, and to provide advice to the highest authority.)

Accordingly, the Solicitor shall have direct access to the Board of Trustees and the authority to use independent professional judgment in providing professional services as an attorney, notwithstanding the President's otherwise exclusive role in connecting governance and management.

The Solicitor will provide timely legal opinions on proposed policies, regulations, contracts, and documents and also contemplated actions in accordance with this policy when requested by the President or the Board Chair.

Any employee who suspects that an attorney's advice might be helpful or necessary on a particular matter not specifically referred to in this policy should promptly submit that matter for review to the President for consideration to submit to the Solicitor.

Matters Requiring Solicitor

The following matters require review of the Solicitor:

- Material contracts and agreements (as defined below)
- Incoming subpoenas, Right to Know Requests requiring legal opinion and other legal papers
- Proposed actions entailing a substantial risk of civil or criminal liability
- Involuntary termination or separation of any employee
- Proposed reductions in force, layoffs or furloughs (voluntary or involuntary)
- Proposed actions based on the results of employment-related background checks or clearances
- Student disciplinary matters where the possible sanction may involve a suspension or expulsion
- Governmental investigations or audits
- Pending or threatened litigation, administrative claims and grievances under the College's applicable collective bargaining agreements
- Transactions or negotiations in which the other party is represented by counsel
- New or revised College Policies
- Governance issues raised by a member of the Board of Trustees
- Any other situation in which legal or quasi-legal issues may be involved
- Articulation Agreements

The Solicitor will manage all litigation and other legal proceedings on behalf of the College and its employees, and will advise on all other legal matters. The Solicitor cannot and will not provide legal services to employees, students or individual Board of Trustee members in their individual or personal capacities.

Material Contracts and Agreements

The following types of contracts and agreements require review by the Solicitor prior to entering into the engagement:

- Employment Agreements
- Offers of employment that do not utilize an approved standard form or which materially revise the terms of an approved standard form
- Contracts or agreements that do not utilize an approved standard form or which materially revise the terms of an approved standard form
- Bid Specifications
- Construction Contracts
- Engineering/Architect/Professional Design Services Contracts
- Professional Consulting Agreements
- Contracts for the purchase or lease of real estate
- Letters of Intent
- Collective Bargaining Agreements
- Memorandums of Understanding
- License agreements for use of software or other intellectual property from third parties
- Agreements to license College name, logos or other intellectual property to a third party
- Agreements requiring approval and signature of the College President or Board of Trustees

Standard form agreements previously approved by the Solicitor for use by other College departments, such as form agreements utilized by the Purchasing Departments, do not require prior review by the Solicitor.

Material Contract Review Procedure

Proposed contracts and agreements should initially be reviewed by the Vice President responsible for the subject matter of the agreement. The proposed substantive financial and business terms should be reviewed to confirm acceptability to the College and any legal concerns should be noted before submission to the Solicitor for review. The Solicitor shall review and, if necessary, revise the legal terms of the proposed agreement and return it for submission to the contracting party. Any response to the proposed revisions will be submitted to the Solicitor for final dispensation. The Vice President responsible for the subject matter of the agreement will coordinate signatures necessary for execution of the final agreement.

Government Investigations

If investigators from a government agency, including but not limited to the Equal Employment Opportunity Commission (EEOC), the Office of Civil Rights (OCR), the Department of Veterans Affairs, the federal or state Departments of Education, the state Auditor General, the Family Policy Compliance Office (FPCO), the Office of Federal Contract Compliance Programs (OFCCP) or the Pennsylvania Human Relations Commission (PHRC), contact or request an interview with a College employee, or seek data, documents, or access to files, the investigator(s) in question should be advised that the College will generally cooperate, but only after consultation with its attorney. The employee should immediately then contact the Solicitor for advice and instructions.

Outside Counsel

The Solicitor will recommend whether specific legal matters require the assistance of outside counsel and, if so, consistent with College policies on selection of professional services, will select outside counsel subject to approval of the Board of Trustees. The Solicitor will supervise and approve outside counsel's services and fees. Employees may not contact outside counsel directly on College business without the prior permission of the Solicitor.

Confidentiality and Privilege

For both legal and ethical reasons, confidentiality is of utmost importance in many matters referred to attorneys. In order to preserve confidentiality and legal privilege for oral and written communications between the Solicitor (or outside counsel) and other College employees or the Board of Trustees, all matters involving counsel should be treated confidentially, unless they are obviously suitable for disclosure to the public. Administrators in their correspondence with counsel should state explicitly if they are "requesting legal advice," "anticipating litigation," or furnishing counsel "confidential information," since these points are important to creating and maintaining a legal privilege for the communications. Legal files should be disclosed only on the strictest need-to-know basis and only within the College to authorized personnel. In sensitive matters, employees should not create unnecessary documents and should follow the College's applicable policies on confidentiality.

1.1.12 Ethics Conflict of Interest Policy for the Board of Trustees

Policy approved by the Board of Trustees – October 26, 2022

The Board of Trustees of Westmoreland County Community College (the "College") recognizes that members of the College's Board of Trustees (hereinafter referred to individually and collectively as "Trustees") must observe high standards of ethical conduct in order to fulfill the College's mission with integrity and to assure public confidence in the institution. The Board of Trustees, in the exercise of its leadership role for the College, must also model recognized best practices associated with policy development and institutional governance.

Accordingly, and in order to provide a framework for guiding ethical conduct, the Board of Trustees of the College adopts this policy for Trustees. In the event of a conflict between the terms of this policy and the Pennsylvania Public Official and Employee Ethics Act (the "Ethics Act"), the Ethics Act shall control.

Ethical Conduct

Trustees should not:

1. Accept or solicit any gift, favor, service or benefit that might reasonably tend to influence the individual in the discharge of his or her official duties or that the individual knows or should know is being offered with the intent to influence his or her official conduct.

2. Accept employment or engage in a business or professional activity that the individual might reasonably expect would require or induce him or her to disclose confidential information acquired by reason of his or her position with the College.

3. Accept other appointments or any employment or compensation that could reasonably be expected to impair the individual's independence of judgment in the performance of official duties.

4. Intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised his or her official powers or performed official duties in favor of another.

Conflicts of Interest

It is the Policy of the College that Trustees may not have direct or indirect interests that will conflict with the proper discharge of that individual's duties to the College. Trustees who have an actual or potential conflict of interest as defined by the Ethics Act with respect to a measure, proposal or decision pending before the Board of Trustees shall promptly disclose such interest to the Board Chair, along with any other relevant information. The Chair shall be responsible for informing the other members of the Board of the conflict. If the Chair has a conflict, then he or she shall notify the Vice Chair.

The Board of Trustees may consider such measure, proposal or decision, but any member having a conflict of interest shall not vote or otherwise participate in such deliberation or action of the Board of Trustees. The abstention of said member, and the reasons therefore, will be recorded in the Board minutes. While the College may do business with an affiliate of one of its Trustees, no preference may be given to the Trustee's company. Further, any Trustee who may have either a direct or indirect interest in the business entity would be excluded from all future participation in decisions, discussions and any matter related thereto.

The following examples illustrate situations that may constitute a conflict of interest. This list is not comprehensive and does not limit the scope of this policy.

1. Knowingly voting upon, approving or authorizing a contract or transaction between the College and an immediate family member or affiliate (as those terms are defined by the Ethics Act), or any other matter in which the Trustee has an interest.

2. Exerting influence on the decision to purchase or lease property, equipment or materials for the College from an immediate family member or affiliate of the Trustee.

3. Using College students, staff, resources or facilities for personal gain or benefit or for the benefit of an immediate family member or affiliate.

4. Using confidential information for personal gain or benefit or for the benefit of an immediate family member or affiliate.

5. For a Trustee or any immediate family member thereof, to accept from an organization, firm or individual doing or seeking to do business with the College any of the following: commissions; a share in profits; gifts in cash; gifts of merchandise of more than nominal value; loans or advances (other than from established banking or financial institutions); materials, services, repairs or improvements at no cost or at unreasonably low prices; excessive or extravagant entertainment; and travel.

6. For an affiliate or immediate family member of any Trustee to enter into any contract with the College, except with the prior knowledge and consent of the Board of Trustees.

Trustees who have questions concerning whether a conflict of interest may exist may consult with the Board Chair or seek an advisory opinion from the Pennsylvania Ethics Commission.

2 Employee Policies

The following pages contain detailed policies relative to employment with Westmoreland County Community College. The content of these policies pertain to all employees of the college unless otherwise stipulated herein or by the language of bargaining agreements with the Westmoreland County Community College Educational Support Professionals, PSEA/NEA or the Westmoreland County Community College Professional Association.

2.1 Section 1 – Employment

2.1.1 Affirmative Action

Policy approved by the Board of Trustees – July 1, 1998
Policy approved by the Board of Trustees – June 24, 2020

The college supports an affirmative action plan designed to increase the number of qualified women and/or men and minority group members on the college staff when such groups are identified as being underutilized. The *Affirmative Action Plan*, as adopted by the Board of Trustees, is on file in the department of Human Resources.

2.1.2 AIDS – Acquired Immune Deficiency

Policy approved by the Board of Trustees – July 1, 1998
Policy deleted by the Board of Trustees – June 24, 2020

2.1.3 Appointments to College Staff

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees - December 9, 2015
Policy approved by the Board of Trustees – June 24, 2020

The Board of Trustees shall approve all full-time appointments for president, vice president, associate vice president and all cabinet level positions. The board authorizes the college president to hire all other college positions.

2.1.4 Employment Verification and Personal Letters of Reference

Policy approved by the Board of Trustees – July 24, 2002
Policy revision approved by the Board of Trustees – June 24, 2020

All requests for employment verifications must be submitted in writing, must include the employee's authorization for release of information, and must be referred to the Human Resources Department for action. The college will only respond to requests for employment verification in writing; and information given will be limited to the following:

- Position title
- Dates of employment
- Department assigned

Information will be provided without written authorization if such request is in the form of a subpoena otherwise authorized by law.

Personal letters of reference may be provided to an employee by his/her supervisor once an "authorization to release information" form has been completed by the employee and presented to the supervisor. A copy of the personal letter of reference and "authorization to release information" form must then be immediately forwarded to the Human Resources Department. These documents will be placed in the employee's personnel folder.

2.1.5 Diversity

Policy approved by the Board of Trustees – June 26, 2008
Policy approved by the Board of Trustees – June 24, 2020

Westmoreland County Community College has a strong commitment to the principle of diversity. We believe it is important to cultivate a college environment that is inclusive and respectful and which encourages creativity and appreciation of difference. In that spirit, the college will embrace people representing all facets of human experience in order to develop, foster and promote a well-educated and enlightened community.

2.1.6 Transgender Employee Policy

Policy approved by the Board of Trustees – October 26, 2016
Policy approved by the Board of Trustees – June 24, 2020

Introduction

This policy and guide will clarify the law and assist faculty and staff in welcoming and including transgender, gender non-conforming, and transitioning employees.

Purpose

Westmoreland College does not discriminate in any way on the basis of sex, sexual orientation, gender identity, or gender expression. This policy is designed to create a safe and productive workplace environment for all employees. This policy sets forth guidelines to address the needs of transgender and gender non-conforming employees and clarifies how the law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such employees. This policy does not anticipate every situation that might occur with respect to transgender or gender non-conforming employees, and the needs of each transgender or gender non-conforming employee must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of transgender or gender non-conforming employees while maximizing the employee's workplace integration and minimizing stigmatization of the employee.

Definitions

The definitions provided here are not intended to label employees but rather to assist in understanding this policy and the legal obligations of Westmoreland College. Employees may or may not use these terms to describe themselves.

- Gender identity: A person's internal, deeply-felt sense of being male, female, or something other or in-between, regardless of the sex they were assigned at birth. Everyone has a gender identity.
- Gender expression: An individual's characteristics and behaviors (such as appearance, dress, mannerisms, speech patterns, and social interactions) that may be perceived as masculine or feminine
- Transgender: An umbrella term that can be used to describe people whose gender identity and/or expression is different from their sex assigned at birth.
    - A person whose sex assigned at birth was female but who identifies as male is a transgender man (also known as female-to-male transgender person, or FTM).
    - A person whose sex assigned at birth was male but who identifies as female is a transgender woman (also known as male-to-female transgender person, or MTF).
    - Some people described by this definition don't consider themselves transgender – they may use other words, or may identify simply as a man or woman. A person does not need to identify as transgender in order for an employer's nondiscrimination policies to apply to them.
- Gender non-conforming: This term describes people who have, or are perceived to have, gender characteristics and/or behaviors that do not conform to traditional or societal

expectations. Keep in mind that these expectations can vary across cultures and have changed over time.

- Transition: The process of changing one's gender from the sex assigned at birth to one's gender identity. There are many different ways to transition. For some people, it is a complex process that takes place over a long period of time, while for others it is a one- or two-step process that happens more quickly. Transition may include "coming out" (telling family, friends, and coworkers); changing the name and/or sex on legal documents; and, for many transgender people, accessing medical treatment such as hormones and surgery.
- Sexual orientation: A person's physical or emotional attraction to people of the same and/ or other gender. Straight, gay, and bisexual are some ways to describe sexual orientation. It is important to note that sexual orientation is distinct from gender identity and expression. Transgender people can be gay, lesbian, bisexual, or straight, just like non-transgender people.
- LGBT: A common abbreviation that refers to the lesbian, gay, bisexual, and transgender community.

EVERYONE HAS A

- Sex Assigned at Birth
- Gender Identity
- Gender Expression
- Sexual Orientation

Privacy

Transgender employees have the right to discuss their gender identity or expression openly, or to keep that information private. The transgender employee gets to decide when, with whom, and how much to share their private information. Information about an employee's transgender status (such as the sex they were assigned at birth) can constitute confidential medical information under privacy laws like HIPAA.

Faculty, staff and administrators should not disclose information that may reveal an employee's transgender status or gender non-conforming presentation to others. That kind of personal or confidential information may only be shared with the transgender employee's consent and with coworkers who truly need to know to do their jobs.

Official Records

The College will change an employee's official record to reflect a change in name or gender upon request from the employee. Certain types of records, like those relating to payroll and retirement accounts, may require a legal name change before the person's name can be changed. Most records, however, can be changed to reflect a person's preferred name without proof of a legal name change.

A transgender employee has the right to be addressed by the name and pronoun corresponding to the employee's gender identity. Official records will also be changed to reflect the employee's new name and gender upon the employee's request.

As quickly as possible, the College will make every effort to update any photographs at the transitioning employee's workplace so the transitioning employee's gender identity and expression are represented accurately.

If a new or transitioning employee has questions about college records or ID documents, the employee should contact Human Resources.

Names / Pronouns

An employee has the right to be addressed by the name and pronoun that correspond to the employee's gender identity, upon request. A court-ordered name or gender change is not required. The intentional or persistent refusal to respect an employee's gender identity (for example, intentionally referring to the employee by a name or pronoun that does not correspond to the employee's gender identity) can constitute harassment and is a violation of this policy. If you are unsure what pronoun a transitioning coworker might prefer, you can politely ask your coworker how they would like to be addressed.

Transitioning on the Job

Employees who transition on the job can expect the support of management and human resources staff. HR will work with each transitioning employee individually to ensure a successful workplace transition.

Before the Workplace Transition Begins:

1. The transitioning employee should get together with Human Resources to make them aware of the employee's upcoming transition.
2. Human Resources will discuss the College's transgender-related policies.
3. Meeting between the transitioning employee and the employee's supervisor – and others, if desired by the transitioning employee – should be scheduled to ensure the supervisor knows of the employee's planned transition.
4. The transitioning employee and Human Resources should discuss all of the individuals who will need to be included in the workplace transition plan. This should include the employee, the employee's immediate supervisor, and someone from HR. All members of this transition team should familiarize themselves with the college's policies and any other relevant resources that provide educational information about transgender issues.
5. A Workplace Transition Plan will be created with the input of the transitioning employee, their supervisor and Human Resources. The Plan will address all of the following areas:
    a. The date when the transition will officially and formally occur. This means the date that the employee will change their gender expression, name, and pronouns. The transitioning employee may choose to begin using the restroom and locker room associated with their gender identity on this date as well. The transitioning employee will know best when this should occur as they will be able to determine all relevant factors to be considered when choosing this date.
    b. Decide how, and in what format, the transitioning employee's co-workers should be made aware of the employee's transition. It is up to the transitioning employee to

decide if they would like to make some co-workers aware of their transition on a one-on-one basis before it is officially announced.

c. Decide what, if any, training will be given to co-workers.
d. Determine what updates should be made to the transitioning employee's records, and when they will be made. v. Determine dates of any leave that may be needed for pre-scheduled medical procedures.

6. Ensure that all name changes and photographs are updated in advance so that they can go live on the transition day. This includes email addresses

The Day the Transition Will be Made Known to Employees

1. A work team transition meeting will be held that includes the transitioning employee, the employee's supervisor, the employee's co-workers, and any other relevant team. Otherwise, remote conference any members of the transition team or the employee's work team that cannot be there live. If the employee thinks it would be helpful, a handout about transgender issues can be provided at this meeting. It is up to the employee whether they feel comfortable attending or would prefer not to be there.
2. The employee's supervisor should announce the transition, along with any administrator who are in attendance in order to show solidarity for the transitioning employee. The supervisor must:
    a. Emphasize the transitioning employee's importance and the College's complete support of the employee's transition.
    b. Review the College's relevant nondiscrimination policies.
    c. Indicate that the transitioning employee will be presenting themselves in accordance with their gender identity and this should be respected. The supervisor should also advise co-workers about the transitioning employee's new name and preferred pronoun.
    d. Be a behavioral model by using the transitioning employee's new name and pronoun in all communication – written and oral, formal and informal.
    e. Make a point that the transition will not change the workplace and that everything should go on as it did previously.
    f. Solicit any questions. Refer questions the supervisor cannot answer to HR.
    g. If training is going to occur, the date should be announced at this meeting. If possible, the training should occur before the date of the employee's official workplace transition.

The First Day of the Employee's Official Workplace Transition

The transitioning employee's supervisor should be clear that all elements are in place, in the same way the supervisor would for a new hire or transferred employee. These elements include:

1. Making sure that the transitioning employee has a new ID badge and photo if necessary.
2. Ensuring all work documents have the appropriate name and gender and checking that these have been changed in all of the places an employee's name may appear.

Restroom Accessibility

Employees shall have access to the restroom corresponding to their gender identity. Any employee who has a need or desire for increased privacy, regardless of the underlying reason, will be provided access to a single-stall restroom, when available. No employee, however, shall be required to use such

a restroom. All employees have a right to safe and appropriate restroom facilities, including the right to use a restroom that corresponds to the employee's gender identity, regardless of the employee's sex assigned at birth. That is, transgender women must be permitted to use the women's restroom, and transgender men must be permitted to use the men's restroom. That decision should be left to the transgender employee to determine the most appropriate and safest option for them.

Some employees – transgender or non-transgender – may desire additional privacy. Where possible, the College may make available a unisex single-stall restroom that can be used by any employee who has a need for increased privacy, regardless of the underlying reason.

Locker Room Accessibility

All employees have the right to use the locker room that corresponds to their gender identity. Any employee who has a need or desire for increased privacy, regardless of the underlying reason, can be provided with a reasonable alternative changing area such as the use of a private area, or using the locker room that corresponds to their gender identity before or after other employees. Any alternative arrangement for a transgender employee will be provided in a way that allows the employee to keep their transgender status confidential.

Dress Codes

The College does not have dress codes that restrict employees' clothing or appearance on the basis of gender. Transgender and gender non-conforming employees have the right to comply with college dress codes in a manner consistent with their gender identity or gender expression.

Discrimination/ Harassment

It is unlawful and violates College policy to discriminate in any way (including, but not limited to, failure to hire, failure to promote, or unlawful termination) against an employee because of the employee's actual or perceived gender identity. Additionally it also is unlawful and contrary to this policy to retaliate against any person objecting to, or supporting enforcement of legal protections against, gender identity discrimination in employment.

The College is committed to creating a safe work environment for transgender and gender non-conforming employees. Any incident of discrimination, harassment, or violence based on gender identity or expression will be given immediate and effective attention, including, but not limited to, investigating the incident, taking suitable corrective action, and providing employees and staff with appropriate resources.

2.1.7 Emergency College Closing

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

The president of the college, or his/her designee, may close the college or cancel classes at any location of the college because of hazardous or emergency situations — such as snow, power failure, or other events which may be detrimental to the health, safety, or well-being of the students and the employees as it relates to their work. The president is authorized by the board of trustees to create a procedure to carry out this policy.

2.1.8 Recruitment and Hiring

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – March 24, 2010
Policy revision approved by the Board of Trustees – May 26, 2010
Policy revision approved by the Board of Trustees – January 28, 2015
Policy revision approved by the Board of Trustees – June 24, 2020
Policy revision approved by the Board of Trustees – December 14, 2022

The college will recruit, employ, and develop the highest caliber staff possible with appropriate concern for:

- The qualifications for the position, based upon the education and experience specifications as provided in the position description; and organizational fit as determined through the interview process.
- Educational programs, activities and employment practices prohibiting discrimination based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, gender identity or expression, veteran status, union membership or any other classification protected by state or federal law or the proper exercise by an Association member of their rights guaranteed by the Pennsylvania Public Employer Relations Act Number 195.
- Applicants who are relatives of college employees or non-relatives living within the same household will be considered solely on the basis of their own merit. There will be no discrimination against the hiring of relatives, so long as no immediate relative is directly responsible for the decision to hire, supervise, evaluate, or make salary recommendations for the other. Employees are required to disclose their knowledge of the fact that a relative is being considered for a position with the college. For purposes of administration of this policy, "immediate relative" means a spouse, domestic partner, child, stepchild, mother, father, brother or sister; "relative" means an immediate relative, son-in-law, daughter-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, niece, stepmother or stepfather.

2.1.9 PA Criminal Record Check and PA Child Abuse History Clearance and FBI Federal Criminal History Record Clearance for all Employment Applications

Policy approved by the Board of Trustees – December 5, 2007 and effective January 1, 2008
Policy revised by the Board of Trustees – April 25, 2018
Policy approved by the Board of Trustees – June 24, 2020

As a condition of employment, all applicants for employment prior to the applicants' start date with the college are required to provide at the applicant's expense, a current PA Criminal Record Check, a PA Child Abuse History Clearance, and an FBI Federal Criminal History Record Clearance to the college.

2.1.10 Background Checks and Clearances for Regular Part-Time and Full-Time Coordinator, Director, Dean and Vice President Positions for New Hires

Policy approved by the Board of Trustees – January 23, 2007
Policy effective February 4, 2008
Policy revised by the Board of Trustees – August 27, 2014
Policy revision approved by the Board of Trustees – June 24, 2020

As a condition of employment, all newly hired regular part-time and full-time coordinators, directors, deans and vice presidents of the college are required to undergo National Criminal Database Search and Drug Screen Test at the college's expense. In addition, if the college deems it appropriate for the position, the candidate's work history and all other information on the candidate's resume will be submitted for verification to a third party organization at the college's expense.

These background checks and clearances are in addition to the PA Criminal Record Check, PA Child Abuse History and FBI Background Check Clearances required for all employment applicants.

2.1.11 Dual Employment

Policy approved by the Board of Trustees – December 14, 2016
Policy approved by the Board of Trustees – June 24, 2020

Dual employment occurs when an employee holds two (2) or more paid positions (primary and secondary) within Westmoreland County Community College (College). This practice is permitted provided the procedures set forth in this policy are followed.

The purpose of this policy is to ensure that employees work their designated hours and are paid correctly for a secondary position within the College and that one payroll system tracks and documents all work by College employees.

Implementation and compliance of this policy is the responsibilities of the administrators and administrative staff and the Payroll and Human Resources Departments.

College employees may have only one active payroll record. The primary job is the position with the greatest Full Time Equivalent (FTE) hours. The primary department must maintain the active payroll record. They are responsible for tracking all hours worked at all entities and ensuring payment for all regular and overtime hours worked.

Employee Time Reporting Process

For employees whose primary and secondary job(s) are within the College the primary department is to handle all time reporting. Employees are responsible for ensuring that all time worked is reported to the primary department/division supervisor within the applicable deadline. Employees must receive signed approval from the secondary department supervisor for all time worked in the secondary job(s) before submitting the time record to the primary department/division.

Employees will give their primary department/division a completed time card/sheet each week with the hours worked each day in the secondary job(s). If the secondary job is a teaching assignment the employee must have their primary supervisor approve of the teaching assignment as well as give their primary supervisor a copy of their signed contract. The time card/sheet should be signed by the employee and by the supervisor of the department/division for the secondary job(s). This will ensure that all hours worked will be totaled and any overtime will be paid at the appropriate rate for non-exempt employees. These payments will be processed via the Payroll Department.

Overtime for Employees in Non-Exempt Positions

Employees in positions classified as non-exempt and who meet the conditions of dual employment will receive overtime pay for all time worked over 40 hours in a work week or 7.5 hours within one day where applicable. All hours worked in all jobs, in all entities, apply toward the calculation of overtime. The overtime rate calculation will take into account multiple rates of pay, as applicable.

Overtime is paid when a non-exempt employee works more than 40 hours or 7.5 hours within one day where applicable. The overtime expense of time-and-a-half pay is paid by the President's/ Vice Presidents' department where the employee's primary job is charged. Overtime is based on a blended

weighted average of the hourly rate for the primary and secondary jobs. Note that exempt employees receive straight time pay and do not receive time-and-a-half pay.

The employee submits a time card (signed by the employee and the supervisor) for the secondary job(s) to their primary supervisor. The hours and times worked each day must be recorded on the time sheet. The primary employer processes the pay through the College payroll and payroll will charge the cost back to the secondary employer.

Time Off

Employees may receive pay from two sources for the same time period. Therefore, employees may use eligible accrued paid time off, vacation or personal from their primary job to work in their secondary job(s), and vice versa.

Supervisor Approval

Because of the financial and operational implications of employees holding a secondary job(s) within the College, the approval of both the primary department supervisor and the secondary department supervisor is required.

Human Resources Compensation Office Approval

Holding dual employment within the college is not allowed without prior approval from the Human Resources Department.

Outside Employment on Personal Time

Paid outside employment will be limited to the employee's own time, defined as evenings, weekends or time outside of their regular scheduled work hours, holidays and vacation, etc... Exceptions to this regulation shall be made only upon written approval of the direct supervisor and the Director/Human Resources. Activities In pursuit of outside employment shall not interfere with employee's duties at the college. The primary obligation of the college employees is owed to the College. The use of the College name in soliciting outside employment is prohibited. No outside employment is permitted that violates college policy on ethical duties or otherwise leads to the perception or actuality that any employee or his/her family has or will gain personally from influencing the College's decision on any matter.

2.1.12 Employment Status

Policy approved by the Board of Trustees – July 1, 1998
Policy approved by the Board of Trustees – June 24, 2020

Employment status at the college is defined as follows:

- Regular Full-Time — An employee who regularly works a 37.5- or 40-hour work week on a fiscal-year or academic-year basis. For teaching faculty, the minimum ECH as assigned by the college.
- Regular Part-Time — An employee who is normally scheduled to work a maximum of 19 hours per week; however, not to exceed 950 hours in a fiscal year.
- Casual — An employee who normally works a maximum of 10 hours per week; however, is not to exceed 450 hours in a fiscal year.
- Temporary Full-Time — An employee who regularly works a 37.5- or 40-hour work week to fill a position for a period not less than six (6) months. For teaching faculty positions, an assignment not exceeding two (2) consecutive semesters.
- Temporary Part-Time — An employee who is normally scheduled to work up to a maximum of 30 hours per week for a period not to exceed six (6) months. In no event shall a temporary part-time employee exceed 950 hours in a fiscal year.
- Temporary Casual — An employee who is normally scheduled to work up to a maximum of 30 hours per week for a period not to exceed six (6) months. In no event shall a temporary casual employee exceed 450 hours in a fiscal year.

2.1.13 Equal Employment Opportunity

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – March 24, 2010
Policy revision approved by the Board of Trustees – June 24, 2020

Westmoreland County Community College will not discriminate in its educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership, gender identification or expression, veteran status or any other legally protected classification. This policy is applicable to all employment activity, all human resources matters inherent in the employer/employee relationship, and all educational programs.

In implementing this policy, all employment applications are welcome. Hiring decisions are based upon qualifications, skills, ability, and organizational fit; and all employment practices and educational programs are guided by applicable labor agreements and federal/state statutes.

2.1.14 Personnel Records

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

The college shall maintain one (1) official personnel file in the Human Resources Department for each employee. Individual personnel files shall be maintained in a confidential manner and made available to supervisors and administrators only on a need-to-know basis. Employees may view their personnel file in accordance with the Pennsylvania Personnel File Inspection Act. An employee wishing to view his or her file may do so by requesting such a viewing from the Human Resources Department. A supervisor or administrator may review an employee's personnel file only upon request and approval of the Human Resource Department. Request for review of personnel files may be made by completing a form supplied by the Human Resources Department. The Human Resource Department shall keep a record of all request to review personnel files.

Personnel files shall not include records of an employee relating to the investigation of a possible criminal offense, letters of reference, documents which are being developed or prepared for use in civil, criminal or grievance procedures, medical records or materials which are used by the employer to plan for future operations or information available to the employee under the Fair Credit Reporting Act. Employees shall have the right to write responses to material contained in his/her official personnel file as he/she deems necessary. Although the employee may make notes of what is contained in their personnel file, he/she shall have no right to copy or remove any material from the file. An employee shall have supervised access to his/her personnel file during regular working hours, provided there shall be no interference with the normal routine of the Human Resource office. Under no circumstances shall personnel files be removed from the supervision of the Human Resources Department. Employees may request a review of their personnel file once per year or more often if reasonable cause is shown.

2.1.15 Probationary Status

Policy approved by the Board of Trustees – July 1, 1998
Policy approved by the Board of Trustees – June 24, 2020

All new full-time and part-time staff other than those with faculty status are subject to a 60 workday probationary period. Employee performance will be evaluated at 45 workday intervals to determine if the employee is satisfactorily fulfilling the requirements of his/her position. Upon satisfactory completion of the probationary period, the employee shall become a full-time or regular part-time employee.

2.1.16 Right to Know

Policy approved by the Board of Trustees - December 10, 2008
Policy effective January 1, 2009
Policy deleted by the Board of Trustees – June 24, 2020

2.2 Employee Responsibilities and Conduct

2.2.1 Discipline

Policy approved by the Board of Trustees – July 1, 1998
Policy approved by the Board of Trustees – June 24, 2020
Policy replaced by Board of Trustees - April 28, 2021 - See 2.2.22 Employee Conduct and Work Rules Policy

2.2.2 Employee's Children on College Property

Policy approved by the Board of Trustees – July 1, 1998
Policy approved by the Board of Trustees – June 24, 2020

In the best interest of providing an instructional and/or work environment free of disruptions, employees may bring their children on campus or to education centers only if they are supervised by a parent or parent-designated adult. However, employees may not bring their children on campus or to education centers if they are carrying out work responsibilities. This includes, but is not limited to children left alone and unsupervised in any of the following areas: offices, hallways, labs, lounges, and/or cafeteria.

2.2.3 Employee's Ethics Conflict of Interest

Policy approved by the Board of Trustees – September 24, 2008
Policy revision approved by the Board of Trustees – June 24, 2020

I. Personal Interest and Interest of the College

All employees shall always act in the best interest of the college regarding matters involving the college's business matters, educational matters, and in dealings with customers, suppliers, contractors and competitors.

All employees of the college should avoid any situation which involves or may involve a conflict between their personal interests and the interest of the college. As in all other facets of their duties, employees dealing with customers, suppliers, contractors, competitors or any person doing or seeking to do business with the college are to act in the best interests of the college to the exclusion of consideration of personal preference or advantage. Each employee shall make prompt and full disclosure in writing to his/her immediate supervisor or to the Director of Human Resources & Assistant to the President of a prospective situation which may involve a conflict of interest. This includes:

a. Ownership by an employee or to the employee's knowledge, by a member of the employee's family, of a significant financial interest in any outside enterprise which does or seeks to do business with or is a competitor of the college.

b. Serving as a director, officer, partner, consultant of or in a managerial position with, or employment in a technical capacity by, an outside enterprise, which does, or it is seeking to do, business with or is a competitor of the college.

c. Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the college or its interests; and

d. Any other arrangement or circumstance, including family or other personal relationships which might dissuade the employee from acting in the best interests of the college.

e. Violations of the Pennsylvania Public Official and Employee Ethics Act (the "Ethic Act") published at 65 P.a.CS. § 1101, et.seq.

When as required by the policy, an employee discloses prospective situation, which may involve a conflict of interest, the administration shall review the potential conflict. In some circumstances, it may be appropriate for the administration to review the matter in conjunction with legal and internal auditing. Approval or disapproval of the situation under review should be documented. While the conflict is being resolved, the employee involved may be assigned new or different duties than those giving rise to the conflict. Each actual or potential conflict of interest must be reported promptly, i.e., as soon as the conflict arises or is discovered.

If a conflict of interest is considered to be unacceptable, the administration should promptly resolve the matter.

If the situation is deemed not to be a present or potential conflict of interest, the administration should notify the employee of the decision in writing. In questions of conflicts of interest, the term family should be interpreted broadly.

The key to resolving potential conflicts is whether the employee's duties for the college, or those of his/her subordinates, require making decisions that could be influenced by the interest reported. Other considerations include, but are not limited to, whether or not:

- The outside interest does business or competes with the employee's business, function or site.
- The employee has an active, managerial or decision-making role in the outside interest.
- The employee has access to college information potentially useful to the outside interest.
- The employee or the employee's family members will profit financially from the transaction.
- The situation is governed by the Ethics Act.

In addition to the above, the employees associated with either Westmoreland County Community College Professional Association (WCCCPA) and the Educational Support Professional Association (ESPA) will endeavor to comply with the "Code of Ethics of the Education Profession," published by the PSEA.

II. Gifts, Favors, Loans, Gratuities Rewards

No employee shall solicit or accept for personal use, any gift, favor, loan, gratuity, reward, promise of future employment or any other thing of monetary value that might influence or appear to influence the judgement or conduct of the employee vis-à-vis college business.

III. Political Endorsements

The college makes no political endorsements. Employees of the college must, therefore, take care not to make political endorsements in the name of the college or under the guise of their role with the college. To this end, employees are not permitted to use the college's letterhead, logo or name in connection with politically-related correspondence, or in connection with any other matter in which they are speaking as a private citizen. Employees may also not actively solicit support of any political candidates or any referendum matter during working hours.

IV. Prestige of Office for Personal Gain

Employees may not intentionally use the prestige of their office for their own private gain or that of another.

V. Specifications and Bids

Employees who are involved or assist in procurement specifications may not be involved in bidding or assisting a bidder in that procurement.

VI. Statement of Financial Interest

The Statement of Financial Interest form mandated by the Ethics Act is required and must be completed every year by certain college employees. Human Resources maintains this form for applicable senior level employees in accordance with the law.

2.2.4 Internet / E-mail Usage Policy

Policy approved by the Board of Trustees – January 28, 2004
Policy approved by the Board of Trustees – June 24, 2020

Purpose of the Internet and E-mail Policy

This Internet and E-mail Policy is designed to help formalize standards for how all Westmoreland County Community College employees connect to and communicate with the college and with the outside world through use of the college's provided Internet, e-mail, and other services. While the Internet provides access to a wealth of valuable information and facilitates communication, it also opens the potential for abuse and unauthorized access to college resources. Internet access and e-mail are valuable and costly college-provided resources and must be used only for legitimate business. Irresponsible use reduces the availability for critical business operations, compromises security and network/data integrity, and leaves the college open to potentially damaging litigation. It is incumbent on each individual to utilize the tools provided judiciously and for the purpose of conducting business on behalf of the college. As such, all correspondence and activities should represent the college in the best possible manner, professionally and with integrity. The college may restrict the use of its computer and network services in response to complainants presenting evidence of violations of college policies, and local, state, or federal laws. Specifically, the college reserves the right to limit access or disclose all materials on college-owned networks and systems without prior consent.

Tracking Internet Usage

The college tracks all Internet transactions by employees. The purpose is to enable the college to manage its Internet and e-mail resources in a cost-effective and efficient manner and to plan more efficiently for future technology expansion. The college reserves the right to review any content for any reason without the prior consent of the employee, as the college retains all rights to and ownership of the assets and information contained within the institution unless prior arrangement for intellectual property has been agreed to, in writing, by all concerned. The current intention is to monitor content randomly, unless there is reason to do otherwise. The college will also monitor the existence of the traffic being generated, much like a telephone bill tracks the calls made, the numbers called, and the time of the calls. In this manner the college will be aware of how its resources are being used, where they are needed, where new capacity is required, and other infrastructure management issues. Additionally, because of the vulnerability to litigation over inappropriate conduct in the workplace environment, it is the college's responsibility to ensure college resources do not support inappropriate activities. Employees should have no expectation of privacy when using the college Internet/e-mail.

Internet and E-mail Usage Guidelines

To ensure all employees understand their responsibilities, the following guidelines are established for using college e-mail and Internet access. Any improper use of the Internet or of e-mail jeopardizes the college's legal standing and will not be tolerated.

Acceptable uses of college e-mail and Internet access

The college provides Internet and e-mail access for institutional usage. Every employee member has the responsibility to maintain and enhance the college's public image and to use college provided e-

mail and access to the Internet in a manner that reflects well on the college. The college recognizes there will be occasional personal use on lunch breaks and during nonworking hours (with the prior approval of management), but this shall not be excessive or unreasonable.

Unacceptable uses of college e-mail and Internet access

The college e-mail and Internet access may not be used for transmitting, retrieving, or storage of any communications of a discriminatory or harassing nature or materials that are obscene or "X-rated," or which a reasonable person may find to be obscene or offensive. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference shall be transmitted. No excessively abusive, profane, or offensive language is to be transmitted through the college's e-mail or Internet system. Electronic media also may not be used for any purpose that is illegal, against college policy, or contrary to the college's best interests. Solicitation of non-college business or any use of the college's e-mail or Internet for personal gain is prohibited. Other unacceptable uses of college-provided system/network services include causing congestion on the servers by such things as the propagation of "chain letters," broadcasting inappropriate messages to lists or individuals, or excessive use of the storage space. Employees should never share their login and passwords with others; to do so puts the employee at risk. The items above are intended to be examples of unacceptable usage of these services; however, they are not intended to be inclusive of all unacceptable uses.

Communications

Each employee is responsible for all content of any form including text, audio, video, or images that he/ she places or sends over the college's e-mail and Internet system. No e-mail or other electronic communications may be sent that hides the identity of the sender or represents the sender as someone else or someone from another college. All messages communicated on the college's e-mail and Internet system should contain the employee's name.

Any messages or information sent by an employee to another individual via an electronic network (e.g., bulletin board, online service, or Internet) are statements that reflect on the college. While some users include personal "disclaimers" in electronic messages, there is still a connection to the college, and the statements may legally be tied to the college. Therefore, the college requires that all communications sent by employees via the college's e-mail and Internet system comply with all college policies and do not disclose any confidential or proprietary information. Employees are responsible for seeing that the services are used in an effective, ethical and lawful manner.

Software

To prevent computer viruses from being transmitted through the college's e-mail and Internet system, downloading of any unauthorized software is prohibited. All software downloaded must be registered to the college and downloaded by an authorized staff member. Employees should contact the director/ Information Technology, if they have any questions.

Copyright issues

Employees on the college's e-mail and Internet system may not transmit copyrighted materials belonging to entities other than the college. Note that non-adherence to this policy puts the college in serious legal jeopardy, opening up the college to significant lawsuits and public embarrassment. All employees obtaining access to other companies' or individuals' materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials except with permission. If an employee has questions about any legal issues, he/she should speak with his/her supervisor or the director of Human Resources before proceeding.

Security

The college routinely monitors usage patterns in its e-mail and Internet communications. Reasons for monitoring are many, including cost analysis, security, bandwidth allocation, and the general management of the college's gateway to the Internet. All messages created, sent, or retrieved over the college's e-mail and Internet are the property of the college and should be considered public information.

The college reserves the right to access and monitor the content of all messages and files on the college's e-mail and Internet system at any time with or without notice. Employees should not assume electronic communications are totally private and should transmit highly confidential data in other ways. E-mail messages regarding sensitive matters should warn that such communications are not intended to be secure or confidential.

Violations

If necessary, the college reserves the right to advise appropriate legal officials of any illegal violations.

Internet and E-mail Ethics Code

Use of Authorized Resources

Employees of the college must use those computing services and accounts provided and authorized for their use by the college. Each user is responsible for all activities which take place associated with the use of his/her account. Resources may be used only for their authorized purpose, in a manner consistent with the mission of the college. If an employee feels that his/her account has been compromised, he/she needs to change his/her password immediately and notify the director of Human Resources.

Maintenance and Resources Integrity

Employees may not authorize others to use the accounts, systems, services, or resources which the employee has been authorized to access and/or use. It is expected that all authorized users will take the necessary precautions to prevent unauthorized access which includes regular password maintenance, file protection, disconnect from accounts when not in use, etc. Attempts to compromise the security of any college system or service or to access any unauthorized data on such system or service are prohibited.

Complainant Procedure

Employees who believe a violation to this policy has occurred should contact the director of Human Resources

Please see **Appendix 2-A** for the Internet / E-mail Usage Agreement.

2.2.5 Mandatory Child Abuse Reporting Policy

Policy approved by the Board of Trustees – August 28, 2013
Policy approved by the Board of Trustees – June 24, 2020

Purpose:

- To ensure the safety of all minor children while participating in any educational program or activity at Westmoreland County Community College.
- To ensure compliance with the state statutory provision providing similar protections to minor children (23 PA CSA Sec. 6311 (d)) through a requirement of mandatory reporting by any employee of this college in the event of any and all suspected witnessed child abuse, in the course of performing one's professional duties on behalf of the college.

It is the requirement of Westmoreland County Community College that all employees of the college, employed in any capacity at the college, directly report any case of suspected, actual, or directly witnessed child abuse to your immediate supervisor. The immediate supervisor, in conjunction with the school's president or designee shall respond to a report of suspected child abuse consistent with the reporting requirements of the Child Abuse Protective Services Act. The college president shall inform the board of trustees when a mandatory report of suspected child abuse has been submitted.

The purpose of this policy is to protect abused or thought to be abused children from further abuse. It is ultimately the responsibility of supervisors, directors, managers and vice-presidents of the college, once informed of any suspected or actual child abuse, to ensure that reporting to the proper state authority has, in fact, occurred.

Notwithstanding the reporting requirements listed above, reports of the suspected or actual child abuse may be made immediately by telephone to ChildLine (800) 932-0313 by any individual.

Definitions

Minor

- Any child under the age of 18.

Child Abuse

- The term child abuse means any of the following.
  - Any recent act or failure to act by a perpetrator which causes non-accidental serious physical injury to a child.
  - An act or failure to act by a perpetrator which causes non-accidental serious mental injury to or sexual abuse or exploitation of a child.
  - A recent act, failure to act or series of the acts or failures to act by a perpetrator which creates an imminent risk of serious physical injury to or sexual abuse or exploitation of a child.
  - Serious physical neglect by a perpetrator constituting prolonged or repeated lack of supervision or the failure to provide the essentials of life, including adequate medical care, which endangers a child's life or development or impairs the child's functioning.

2.2.6 Resignation – All Staff

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

Contract Staff

To resign in good standing, employees are required to submit a letter of resignation requesting release from their contract formatted in accordance with the following:

a. Letters are to be addressed to the president, with copies to the employee's immediate supervisor and the director/Human Resources.
b. The expected termination date must be stated.
c. Requests for release require acceptance of the college president.
d. Requests for release must be submitted in a timely manner as follows:
    i. Faculty, Counselors, Librarians — Sixty (60) days prior to the start of the Fall or Spring semester.
    ii. Functional Analyst, Advisors — Thirty (30) days prior to the anticipated date of termination.
    iii. Professional II — Two (2) weeks prior to the anticipated date of termination

Administrators / Administrative Staff

To resign in good standing, employees are required to submit a letter of resignation requesting release from their contract formatted in accordance with the following:

a. Letters are to be addressed to the president with a copy to the director / Human Resources.
b. The date of resignation must be stated.
c. Requests for release must be submitted in a timely manner as follows:
    i. Vice President — Sixty (60) days prior to the anticipated date of termination.
    ii. Dean — Thirty (30) days prior to the anticipated date of termination.
    iii. Director — Forty-five (45) days prior to the anticipated date of termination.
    iv. Coordinator — Thirty (30) days prior to the anticipated date of termination.

Support Staff / Clerical / Facilities

a. Letters are to be addressed to the immediate supervisor, with a copy to the director / Human Resources.
b. The date of resignation must be stated.
c. Resignations are to be submitted not less than two (2) weeks prior to the termination date.

General

a. Termination of service with the college shall be the last day worked in all cases.
b. Unused vacation to which an employee is entitled will be paid in a lump sum concurrent with the termination date, or in the next following pay period
c. Exit interviews will be scheduled with the director / Human Resources prior to the termination date
    i. The director/Human Resources is responsible for documenting the results of exit interviews; and
    ii. Explanation of benefit continuation under COBRA (the *Consolidated Omnibus Budget Reconciliation Act*).

2.2.7 Sexual Harassment

Policy approved by the Board of Trustees – July 1, 1998
Policy deleted by the Board of Trustees – June 24, 2020

2.2.8 Social Media Usage

Policy approved by the Board of Trustees – August 28, 2013
Policy approved by the Board of Trustees – June 24, 2020

Westmoreland County Community College currently operates accounts on several social media websites, including but not limited to, Facebook, Twitter, YouTube, and Pinterest. Westmoreland County Community College's social presence is intended to provide the college community with a venue to share thoughts, ideas, and experiences through discussions, postings, photos and videos. This policy addresses the college's official presence on social media sites. In general, individual faculty or student pages are not included in this procedure; however, if an employee or student group at the college creates a page that could be affiliated with the college, the Public Relations Department must be notified. The Public Relations Department reserves the right to remove any posts on college-affiliated pages that are inconsistent with Westmoreland County Community College's social media policy.

Disclaimer

The college abides by the following:

> *Westmoreland County Community College reserves the right, at its sole discretion, to screen and remove any content from any source that the college deems inappropriate. This includes, but is not limited to, content that harasses, abuses, threatens, or in any other way violates the rights of others, as well as commercial content whose purpose promotes selling a product, a service, or other such practices via the Westmoreland County Community College page. Although it may screen and remove content, Westmoreland County Community College is not responsible for the content posted by others on Westmoreland County Community College social media pages. The college also reserves the right to remove posts containing any and all links or posts that are deemed to be off-topic. In addition, Westmoreland County Community College upholds the Terms of Service standards administered by each social media site utilized by the college.*

The college does not take any responsibility for pages developed by others or the content therein.

Oversight of all Westmoreland County Community College-affiliated pages is the responsibility of the Public Relations Department, who will periodically review pages to ensure Westmoreland County Community College's Internet/E-mail Usage Policy is followed and that the pages are being produced in accordance with the best interests of the college.

2.2.9 Smoking / Tobacco and Tobacco-Related Products-Free Policy

Policy approved by the Board of Trustees – February 28, 2001
Policy revised by the Board of Trustees – April 27, 2011
Policy revised by the Board of Trustees – April 22, 2020
Policy approved by the Board of Trustees – June 24, 2020

In an effort to provide a safe and healthy working and learning environment, Westmoreland County Community College adopts the following Smoking/Tobacco and Tobacco-Related Products-Free Policy:

I. Rationale:

Westmoreland County Community College has a responsibility to its students, staff, faculty and visitors to provide a safe and healthy environment. Research shows that smoking and exposure to secondhand smoke are significant health hazards for both smokers and non-smokers. Improperly discarded cigarette butts and other smoking and tobacco product residue are environmental pollutants that pose dangers to humans and wildlife. In addition to these hazards, smoking and discarded cigarettes may create fire hazards and increased cleaning, maintenance, and repair costs; exacerbate student and employee illness resulting in lost class and work time; decreased productivity; and increased healthcare and insurance costs. In light of the above findings, Westmoreland County Community College will become entirely smoke (smoking) and tobacco-free.

II. Definition:

A. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for circumventing the prohibition of smoking in this Article.

B. "Tobacco and Tobacco-Related Products" means any substance containing tobacco leaf, including but not limited to, cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, bidis, blunts, clove cigarettes, or any other preparation of tobacco; and any product or formulations of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body by inhalation, ingestion, or absorption; but does not include any cessation product specifically approved by the U.S. Food and Drug Administration for use in treating nicotine or tobacco dependence.

C. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that is used by a person in any manner for inhaling vape or aerosol from the product. The term includes such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or any other product name or descriptor.

III. Smoking and Tobacco Use Prohibited on the Westmoreland County Community College Youngwood Campus and all Education Centers

All employees, student, visitors, and other College constituents are prohibited from using any smoking, tobacco and tobacco-related products on all college-owned and college-operated property. This includes the Youngwood location as well as all Center locations.

IV. Promotion and Sale of Tobacco Products Prohibited on the Westmoreland County Community College Youngwood Campus and all Education Centers

The advertising, sale, or promotional distribution of tobacco or other smoking-related products on campus is prohibited.

V. Compliance:

The success of this policy depends on the thoughtfulness, civility and cooperation of all members of the campus community, including visitors. Compliance is grounded in an informed and educated campus community. As with all campus policies, it is a standard are reasonable duty of all Westmoreland students, employees and visitors to comply with the provisions of this policy.

Students are subject to disciplinary actions per the Code of Student Conduct if found in violation of this policy. Employees are subject to disciplinary actions per the Discipline Policy if found in violation of this policy. Visitors who do not comply with this policy will be asked kindly to comply and, if they refuse, will be asked to leave the premises by security personnel.

VI. Dissemination of Policy: Signage

This policy will be disseminated by publication on the college web page(s) and included in all appropriate publications containing college policies effecting students, employees and visitors. All college building entrances and college property access points will exhibit appropriate signage informing students, employees and visitors of the existence of this policy.

VII. Effective Date

This policy will be In effect as of August 1, 2020.

2.2.10 Status of Emeritus – Retired Full-Time Administrators, Faculty and Staff

Policy approved by the Board of Trustees – September 29, 2004
Policy revised by the Board of Trustees – October 28, 2015
Policy approved by the Board of Trustees – June 24, 2020

The status of emeritus may be conferred upon a retired full-time administrator, faculty or staff member of Westmoreland County Community College who has met all requirements as a reward for meritorious service. The appointment to emeritus status gives the college opportunity to further recognize retirees for their dedication and valued service to the college.

Retired administrators, faculty and staff members may be granted emeritus status provided they meet the following requirements:

1. The retiree must be recommended by any full-time employee to the president of the college for consideration for emeritus status.
2. The retiree must have been employed full-time with the college for a minimum of twenty-five years.
3. The retiree must have records of distinguished service while employed at the college.
4. The retiree must have retired in good standing from the college. 5. The retiree must be approved by a majority of the full board of trustees to be granted emeritus status.

Emeritus Status grants the following rights and privileges:

1. Receipt of emeritus title
2. Recognition of emeritus status in the college catalog
3. Recognition of emeritus status in the commencement program
4. Invitation to march at commencement
5. Standing invitation to attend college-sponsored events
6. Provided with college photo ID card which gives access to college computer labs, library and fitness facilities when available

2.2.11 Substance Abuse

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – August 26, 2015
Policy approved by the Board of Trustees – June 24, 2020

Purpose

Employees are Westmoreland County Community College's most valuable resource and, for that reason, their safety and health are of paramount concern. Westmoreland County Community College maintains a strong commitment to its employees to provide a safe, drug-free, alcohol-free workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, Westmoreland County Community College expects employees to report for work in proper condition to perform their duties. The intent of this policy is to prevent the use and the presence of drugs and alcohol in the working environment. Westmoreland County Community College recognizes that substance abuse which leads to chemical dependency (alcoholism and drug addiction) is an illness for which there is effective treatment and rehabilitation. Within the parameters set forth below, employees and their families will be encouraged to utilize rehabilitation programs available through the EAP Program and their health insurance policies to eliminate alcohol and drug-related problems.

Scope

All employees of Westmoreland County Community College from the administration down are covered by these guidelines. Employees, as a condition of employment, are required to abide by these guidelines. Employees shall acknowledge that they have received and read this document and agree to abide by its terms by signing a copy of the Acknowledgment and Release Form.

Definitions.

a. Drugs and Drug Usage refer to: i) the use of illegal drugs or other controlled substances including, but not limited to, marijuana, cocaine, PCP, LSD, heroin, crystal methamphetamine and other narcotics; ii) the abuse of any prescription or nonprescription drugs that may alter mood or consciousness, lead to abnormal behavior, or interfere with acceptable performance, or attendance; iii) improper use or abuse of a chemical or solvent which alters mood or consciousness, e.g., airplane glue, which may be inhaled; or iv) any substance listed in Schedule 1 through 5 of 21 U.S.C. '812.
b. Westmoreland County Community College Premises are all areas in which the college operates including, but not limited to, its property, Westmoreland County Community College owned or leased equipment or vehicles, privately-owned vehicles entering or parking on college property or in use on the property, lockers, desks, equipment, work space, and storage facilities.
c. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
d. Criminal Drug Statute means a criminal statute involving manufacturing, distribution, dispensation, use or possession of any illegal drug or controlled substance.
e. Under the Influence means a tested blood alcohol content of .03 or greater or a positive drug test as defined by 49 CFR Part 40.

f. Reasonable Suspicion or Reasonably Suspected is when an employee is involved in an accident or suffers a workplace injury or where an employee is observed to be ingesting drugs or alcohol or exhibiting any number of the following symptoms: drowsiness; slurred speech; staggered walking; combative/argumentative behavior; odor of alcohol or marijuana; disoriented behavior; watery, glassy, glazed or red eyes; poor time or distance perceptions or any other behaviors normally associated with being under the influence of drugs or alcohol.

Policy Application.

a. Discipline for Drug and Alcohol Abuse or Problems.
   i. The sale, possession, manufacture, distribution, dispensation, use or purchase of drugs or alcoholic beverages on Westmoreland County Community College premises or during working time is against Westmoreland County Community College policy and is cause for immediate discharge. There are only two exceptions. The first exception will apply to alcoholic beverages at Westmoreland County Community College-sponsored social functions. The second exception is for prescription drugs for which the employee has a valid prescription. However, when an employee is prescribed prescription drugs which cause adverse side effects, or which may affect the ability to perform work in a safe and productive manner, the employee should report this fact to the Director of Human Resources prior to taking the drug. Prescription drugs may not be abused and must be taken only according to the doctor's instructions.
   ii. It is also against Westmoreland County Community College policy to report to work or to work under the influence of intoxicants such as alcohol or unprescribed drugs, as well as prescribed drugs which induce an unsafe mental or physical state. Employees who violate this policy will be subject to disciplinary action, up to and including discharge, or may be required to follow the recommendations of their individual physicians or counselors. The determination of what action is appropriate in each case rests solely with Westmoreland County Community College.
b. Investigation.
   i. Employees reasonably suspected of possession, use, sale, distribution, dispensation, purchase, or being under the influence of drugs or alcohol on Westmoreland County Community College Premises or during working hours may be suspended with pay pending an investigation of the circumstances. Westmoreland County Community College will endeavor to complete its investigation within a 72-hour period. Employees who fail to cooperate in the investigation or who refuse reasonable suspicion testing or searches as outlined in this policy will be considered to have violated the policy outlined in 4.a.(1) and be subject to immediate discharge.
   ii. To ensure that such drugs and alcohol do not enter or affect the workplace, Westmoreland County Community College may take any or all of the following steps while employees are on Westmoreland County Community College Premises or during working hours:
      a. Westmoreland County Community College may conduct drug and/or alcohol testing on any employee reasonably suspected of being under the influence while on Westmoreland County Community College premises or during working hours or on any employee as a follow-up test as may be prescribed as a result of any last chance agreement made on behalf of the employee. Prior to providing a specimen for

testing or submitting to a drug and alcohol test, the employee shall be required to execute a consent and release form authorizing release of the test results by the testing agency to Westmoreland County Community College.

b. When an employee is reasonably suspected of being under the influence, Westmoreland County Community College reserves the right to carry out a search of the employee and his or her personal property and belongings including lockers, desk, bags, work areas and vehicles while on Westmoreland County Community College Premises. Such searches shall be conducted by appropriate security or law enforcement personnel.

iii. Westmoreland County Community College will turn over all confiscated Drugs to the proper authorities.

a. Conviction. All employees are required to notify the Director of Human Resources of any criminal drug statute conviction or alcohol related crime on Westmoreland County Community College premises within five days after such conviction. This rule shall not apply to any convictions outside the workplace, except in the case where such conviction prevents the employee from performing his or her job or reporting to work as scheduled. In such cases, the employee must notify the Director of Human Resources that there was an outside conviction and the reason that it would affect his or her work. Failure to give such notice may result in disciplinary action up to and including discharge.

b. Rehabilitation.

1. The policy of permitting the use of rehabilitation programs as directed to the employee with an alcohol or drug abuse problem is not to be interpreted as conflicting with Westmoreland County Community College's rule on the sale, purchase, use or possession of drugs or alcohol on Westmoreland County Community College premises or during working hours. Westmoreland County Community College reserves the right to decide whether rehabilitation will be permitted in each specific case depending on the circumstances. Accordingly, any employee denied the opportunity for rehabilitation shall not use inconsistent application of the policy as an argument for lack of "just cause" in discharging such employee for violation of this policy.
2. Employees who are referred to rehabilitation as the result of investigation and/or testing, and employees who voluntarily avail themselves of help for alcohol and drug problems in rehabilitation must continue to abide by the rules outlined in this policy.
3. Employees enrolled in a rehabilitation program for drug and alcohol problems must cooperate with and complete the prescribed treatment program. Failure to do so will be considered a voluntary resignation.
4. Employees who, after participation in a rehabilitation program to which they were referred after testing or investigation, experience a recurrence of their drug and alcohol problem are not eligible for an additional rehabilitation period.

c. Drug-Free Awareness Program

1. Westmoreland County Community College will conduct drug-free awareness programs on a regular basis. These programs will inform employees about: i)

the dangers of drug and alcohol abuse in the workplace; ii) Westmoreland County Community College's policy of maintaining a drug- and alcohol-free workplace; iii) available drug and alcohol counseling, and rehabilitation programs; and iv) the sanctions that may be imposed for alcohol and drug abuse violations.

2. Employees are encouraged to approach their supervisor or the Director of Human Resources at any time with any questions they have about Westmoreland County Community College drug and alcohol policy as stated herein.

The Acknowledgement and Release Form can be found in Appendix 2-B.

2.2.12 Telephone / Voice Mail Usage

Policy approved by the Board of Trustees – January 28, 2004
Policy approved by the Board of Trustees – June 24, 2020

Purpose of the Telephone/Voice-Mail Policy

This telephone/voice-mail policy is designed to help formalize standards for how all Westmoreland County Community College employees connect to and communicate with the college community as well as with the external community through use of the college's provided telephone switch voice-mail, and other services (e.g., cellular phones, radios, pagers). While the telephone provides access to a wealth of valuable information and facilitates communication, it also opens the potential for abuse and unauthorized access to college resources. Like other services provided by the college, the telephone and voice-mail are valuable, costly and must be used only for legitimate college purposes. Inappropriate use reduces the availability for critical college operations, and leaves the college open to potentially damaging costs and litigation.

It is incumbent on each individual to utilize the tools provided judiciously and for the purpose of conducting business on behalf of the college. As such, all correspondence and activities should represent the college in the best possible manner, professionally and with integrity. The college may restrict the use of its telephone/voice-mail services in response to complainants presenting evidence of violations of college policies, local, state or federal laws. Specifically, the college reserves the right to limit access or disclose all materials on college owned/provided resources without prior consent. II.

Telephone/Voice-Mail Use Policy

The college encourages the use of the telephone/voice-mail to make business and communication more effective. The telephone/voice-mail services are a college-wide system that allows for internal and external communication, replay, and time-stamping of voice messages.

Tracking Telephone/Voice-Mail Usage

The college tracks telephone usage as to the calls made, the numbers called, and the time of the calls. In this manner, the college will be aware of how its resources are being utilized, where they are needed, new capacity requirements, and other infrastructure management issues. The college, for training, usage monitoring, or other purposes, reserves the right to monitor any communication without prior consent. Additionally, because inappropriate usage may expose the college to litigation, it is the college's responsibility to ensure college resources do not support inappropriate activities. Telephone/voice-mail users should have no expectation of privacy.

Telephone/Voice-Mail Usage Guidelines

To ensure all faculty, staff, student employees and volunteers understand their responsibilities; the following guidelines are established for using college telephone access and voice-mail. Any improper use of these services jeopardizes the college's legal standing and will not be tolerated.

Acceptable uses of college telephone / voice-mail

The college provides telephone/voice-mail services for the faculty, staff, student employees and volunteers to conduct college business. Every user has the responsibility to maintain and enhance the college's public image and to use college provided telephone/voice-mail in a manner that reflects well on the college. The college recognizes there will be occasional personal use (with the prior approval of management), but personal use shall not be excessive or unreasonable.

Unacceptable uses of college telephone/voice-mail.

a. Using the telephone/voice-mail for any purpose which violates college policies, local, state or federal laws is prohibited
b. Using the telephone/voice-mail for commercial purposes or personal gain
c. Deliberately misrepresenting someone's identity or affiliation via telephone/voice mail communications
d. Sending harassing, intimidating, abusive or offensive content to or about others e. Intercepting, disrupting, or altering communications in any manner
e. Using someone else's identity and password The list of unacceptable uses of telephone/voice-mail are meant to be examples of unacceptable uses and are not intended to be all inclusive.

Violations

The college reserves the right to advise appropriate legal officials of any illegal violations.

2.2.13 Weapons

Policy approved by the Board of Trustees – January 28, 2004
Policy approved by the Board of Trustees – June 24, 2020

Westmoreland County Community College believes an effective learning environment is one that is free of weapons that threaten students, employees, volunteers, and visitor safety. Therefore, the college has a weapons-free policy to minimize any harm or threats to students, employees, volunteers, and visitors.

1. A weapon is any instrument or implement which is capable of inflicting serious bodily injury and shall include but not be limited to:

    - Any rifle, shotgun, machine gun or other firearm, or antique firearm suitable for use
    - Any air gun, B-B gun or implement that is not a firearm which propels a pellet or projectile of any kind with a force that can reasonably be expected to cause bodily harm
    - Any starter pistol, flare gun, zip gun, spear gun, dart gun, sling shot or ammunition of any type for weapons governed by these regulations
    - Any knife with a blade larger than dagger, razor or other cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise
    - Any striking instruments, including but not limited to clubs, truncheons, blackjacks, metal knuckles or sap gloves
    - Any martial arts weapon, including but not limited to nunchaku, tonfas, staffs, and throwing stars
    - Any bow and arrow combination
    - Any device that discharges a chemical irritant or tear gas, including but not limited to smoke grenades
    - Any incendiary device, including but not limited to flammable liquids enclosed in readily breakable containers that can be equipped with an igniter of any type
    - Any explosive device, including but not limited to hand grenades, bombs, black power, smokeless powder, percussion caps, friction primers and pyrotechnic fuses
    - Any combustible or explosive composition or any substance or combination of substances or any article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation including:
        - Any blank cartridge or toy cannon in which explosives are used
        - The type of balloons that require fire underneath to propel them
        - Firecrackers, torpedoes, skyrockets, roman candles, aerials or other fireworks of like construction
        - Any fireworks containing any explosive or flammable compound or any tablet or other device containing explosive device

2. Westmoreland County Community College prohibits all persons who enter college buildings, college property, or other recreational fields from carrying a weapon with the following exceptions:

- Any certified law enforcement personnel with arrest powers, including, but not limited to: sheriffs, constables, municipal police officers, Pennsylvania State Police and the FBI
  - When any certified personnel permitted in 1 above who are on duty in plain clothes, the weapon must be concealed at all times
  - Must have prior authorization from the director of Human Resources
- Students in a training class who must bring the weapon to class to be examined, including but not limited to: culinary arts students, municipal police academy cadets and lethal weapons students. This shall only occur when:
  - The student has been directed by a certified NRA or Municipal Police Officers' Education and Training Commission firearms instructor, and
  - The weapon shall not be exposed to public view, and
  - The weapons shall be unloaded, and
  - The weapon shall be transported in a secure, wrapped enclosure or package, and
  - The weapon shall be on school property for only that limited period of time necessary to fulfill the required education objective.
- Any college security officer or employed security guard who is trained and is specifically authorized in writing by the college president to carry a weapon.

3. Westmoreland County Community College employees (except as previously noted in 1) are also prohibited from carrying a weapon while in the course and scope of performing their job, whenever they are on college property at the time or not, and whether they are licensed to carry a handgun or not. Employees may not carry a weapon covered by this policy while performing any task on the college's behalf. The only exception to this policy will be persons who have been given written consent by the college to carry a weapon while performing specific tasks on the college's behalf. The policy also prohibits weapons at any college sponsored functions such as parties, picnics, sporting events, etc.

   Further, carrying a weapon onto college property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from the college property and may result in prosecution.

   Employees who become aware of any person violating this policy should immediately report the violation to the director of Human Resources.

2.2.14 Whistleblower

Policy approved by the Board of Trustees – December 12, 2012
Policy approved by the Board of Trustees – June 24, 2020

The purpose of this policy is to deter and detect fraud by establishing a confidential channel of communication by which employees can report activity that they reasonably consider to be illegal, dishonest or in violation of college policies.

A whistleblower as defined for purposes of this policy is an employee of Westmoreland County Community College who reports an activity that he or she reasonably considers to be illegal, dishonest or in violation of college policies to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the reported activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

If an employee has knowledge of or a concern about what might be considered illegal, dishonest or an activity in violation of college policies, the employee is to contact his or her immediate supervisor, the director/Human Resources & assistant to the president. The employee must exercise sound judgment to avoid baseless allegations. An employee who files a report in bad faith or intentionally files a false report of wrongdoing will be subject to discipline.

Whistleblower protections are provided in two important areas: confidentiality and retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, a whistleblower's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The college will not retaliate against a whistleblower acting in good faith. Any whistleblower who believes he or she is being retaliated against must contact the director/Human Resources & assistant to the president immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged, investigated and verified.

Procedures

Options for reporting suspected illegal or dishonest activity or an activity in violation of college policies are available. Employees wishing to anonymously report suspicious activity may leave a message on a "Whistleblower Hotline" by calling 1-800-262-2103 ext. 4595 or 724-696-4595 or by accessing the Whistleblower web site at wccc.edu/whistleblower to send an email. Employees may also report suspected illegal or dishonest activity or their supervisor or the director/Human Resources & assistant to the president.

All reports of suspected or illegal or dishonest activities will be promptly forwarded to the president or his/her designee, who is responsible for coordinating the investigation and any required corrective actions. Employees with any questions regarding this policy should contact the director/Human Resources & assistant to the president.

2.2.15 Civil Rights / Title IX Policy and Complaint Procedure

Policy approved by the Board of Trustees – June 24, 2015
Policy approved by the Board of Trustees – June 24, 2020
Policy approved by the Board of Trustees – August, 26, 2020
Policy revision approved by the Board of Trustees – December 14, 2022

WESTMORELAND COUNTY COMMUNITY COLLEGE
Interim Additional Protocols for Title IX Policy and Complaint Procedure
Effective for Complaints on or after August 14, 2020

On May 4, 2020, the Department of Education Office for Civil Rights issued new Title IX regulations (DOE Regulations) which direct how educational institutions must address incidents of sexual assault and harassment involving both students and employees. These most recent regulations have significantly changed schools' obligations with regard to investigating and adjudicating incidents of sexual assault and harassment involving their students and employees. Consequently, changes are now required to the college's current Title IX Policy and Complaint Procedure (Current Policy).

Since May 4, 2020, several lawsuits were filed in various federal courts attempting to enjoin the implementation of the DOE Regulations. The outcome of many of these legal actions is still pending. Accordingly, the following changes to the Current Policy are being adopted on an interim basis. If the new Title IX regulations are upheld as issued, then these interim protocols will be added as revisions to the Current Policy without further action required by the Board of Trustees. If the new regulations are struck down, then this interim policy will become null and void and the Current Policy will remain in place. If partial implementation is ordered, then the Board of Trustees will be presented with a new Title IX Policy and Complaint Procedure which complies with the courts' order(s).

The college adopts the following Interim Additional Protocols for the Current Policy. Any conflict in terms of the Current Policy and these interim protocols are to be resolved in favor of these interim protocols and in accordance with the DOE Regulations.

1. Nondiscrimination Policy: The college does not discriminate in its educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, gender identity or expression, veteran status, union membership, any classification protected by state or federal law or the proper exercise by an Association member of their rights guaranteed by the Pennsylvania Public Employer Relations Act Number 195.

2. Definition of Sexual Harassment: The Current Policy definition of Sexual Harassment will be expressly revised to also include the Current Policy's definitions of Sexual Assault, Dating Violence, Domestic Violence and Stalking. These definitions use the Clery Act and Violence Against Women Reauthorization Act definitions.

3. Title IX Coordinator: The college employees designated as the Title IX Coordinators are the Director of Human Resources for employees and Dr. Sydney Beeler for students. Persons who are not students or employees of the college having question for or wishing to make a report to the Title IX Coordinator may contact either the Director of Human Resources or Dr. Beeler or

address an email to titleixcoordinator@westmoreland.edu. The Title IX Coordinators may be reached by mail at 145 Student Achievement Center, Youngwood, PA 15697. Their email addresses are directorhumanresources@westmoreland.edu and beelers@westmoreland.edu. The Title IX Coordinators may be contacted by telephone as follows: the Director of Human Resources 724-925 4079 and Dr. Sydney Beeler 724-925-4050. The Title IX Coordinators are responsible for coordinating the college's efforts to comply with the Current Policy and this interim policy. The college will post the Title IX Coordinators' contact information on the college website independent of this interim policy and the Current Policy in a manner intended to inform students, employees and applicants for admission and employment of the manner in which the Title IX Coordinators may be reached.

4. Mandatory Response Obligations: The college will respond promptly to actual knowledge of allegations of Sexual Harassment in a manner which is not clearly unreasonable in light of the known circumstances. The college will have actual knowledge if a report is made to the Title IX Coordinator or in any other manner specified in the Current Policy. The Title IX Coordinator will promptly contact the Complainant confidentially to discuss the availability of supportive measures detailed in the Current Policy, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint and explain to the Complainant the process of filing a formal complaint. The college will follow the Grievance Process outlined below before imposition of any disciplinary sanctions or other actions that are not supportive measures against a Respondent. A Complainant's wishes with respect to whether the college conducts an investigation will be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the Complainant is not clearly unreasonable in light of the known circumstances. If allegations in a formal complaint do not meet the definition of Sexual Harassment or did not occur in a college educational program or activity or against a person in the United States, then the college shall dismiss such allegations for the purposes of Title IX but may still address the allegations in any manner the college deems appropriate under its other applicable policies.

5. Training /Title IX Coordinator, Investigator and Hearing Officer: The college shall provide training for the Title IX Personnel (Title IX Coordinator, Investigator and Hearing Officer). Separate individuals shall serve as Title IX Coordinator, Investigator and Hearing Officer in determining the outcome of each individual formal complaint. However, serving as Title IX Coordinator on one case will not prevent the same individual from serving as the Investigator on another distinctly different formal complaint so long as the individual has received training as both an Investigator and Title IX Coordinator. Title IX Personnel shall be free of conflicts of interest or bias for or against Complainants or Respondents. Training of Title IX Personnel shall include but not be limited to: the definition of Sexual Harassment; the scope of the college's education programs and activities; how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, as applicable; how to operate any technology to be used in a live hearing; training on issues of relevance, including how to apply the rape shield protections provided for Complainants; and how to serve impartially,

including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The college shall post all of the Title IX Personnel training materials on its website.

6. Grievance Process:

Step 1: Formal Complaint/Notice. A formal complaint may be filed with the Title IX Coordinator in person, by mail or by electronic mail by using the contact information contained in this policy or by any other method specified in the Current Policy. Upon receipt of a formal complaint, both parties will be sent a written notice of complaint by the Title IX Coordinator. Such written notice shall contain the relevant allegations of the complaint. Both parties have the opportunity to select an advisor of the parties' choice who may be, but need not be, an attorney. All formal complaints will be investigated.

Step 2 Investigation. The Title IX Coordinator shall select a trained Investigator to conduct an investigation of the formal complaint. The college may consolidate formal complaints where the allegations arise out of the same facts. The college will send the parties advance written notice of any investigative interviews, meetings, or hearings at which the party is expected to be present. The Investigator may gather information in multiple ways. The Investigator may collect relevant documents and other information and may also interview parties and/or witnesses. In addition, a Complainant or Respondent may: submit documentary information to the Investigator; submit a list of witnesses to be interviewed by the Investigator; and/or request that the Investigator attempt to collect documents and other information that are not accessible to the requesting party. Any privileged or otherwise legally protected information such as a party's medical, psychological and similar treatment records will not be disclosed without the protected party's written consent. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. After the Investigator has concluded the collection of evidence, the Investigator will send the parties and their advisors all evidence directly related to the allegations, in electronic format or hard copy, with at least ten (10) calendar days for the parties to inspect, review, and respond to the evidence. This is the opportunity for the parties to identify New Evidence or Rebuttal Evidence. New Evidence is evidence that was not available earlier in the process, could not have been available based on reasonable and diligent inquiry, and is relevant to the matter. Rebuttal Evidence is evidence presented to contradict other evidence in the file, which could not have been reasonably anticipated by a party to be relevant information at the time of the investigation. New Evidence and Rebuttal Evidence may be included or excluded from the file, but in no event is this section intended to permit a party who has declined to give a statement about the incident during the Investigation to give such a statement for the first time after the Investigator has concluded the collection of all other evidence. This section is intended to be invoked in rare instances to allow for the inclusion of information that was not available during the investigation or that could not have been reasonably anticipated to be relevant to rebut an issue that came to light.

Step 3. Investigative Report. After the Investigator has received and considered the parties' responses to the evidence, the Investigator will complete an Investigative Report that fairly summarizes the relevant evidence. The Title IX Coordinator will make the Investigative Report available to the parties and their advisors in electronic format or hard copy, with at least ten (10) calendar days for the parties to respond in writing to the Investigative Report. After the Title IX Coordinator has reviewed the parties' responses to the Investigative Report, the Title IX Coordinator will make the determination whether to dismiss the Formal Complaint in accordance with the mandatory or discretionary dismissal criteria established by the DOE Regulations or to proceed to a hearing. The parties will be given a written notice of dismissal (mandatory or discretionary) specifying the reasons for dismissal.

Step 4. Hearing. Hearings may be conducted with any or all parties, witnesses, and other participants appearing at the live hearing virtually, with technology enabling participants simultaneously to see and hear each other, or with all parties physically present in the same geographic location. The presumption will be that the hearing will take place virtually, unless either party requests otherwise or the college otherwise determines that an in-person hearing is appropriate. If the hearing takes place with all parties physically present, the college will provide for the option for the hearing to occur with the parties located in separate rooms with technology enabling the Hearing Officer and parties to simultaneously see and hear the party or the witness answering questions. Hearings will be recorded through audio or audiovisual means or transcribed, and the college will make the recording or transcript available to the parties for inspection and review upon request. If a party does not have an advisor present at the hearing, the college will provide one without fee or charge. Such an advisor of the college's choice may or may not be an attorney. The Hearing Officer will preside over the hearing and will issue a Written Determination Regarding Responsibility. The Hearing Officer will be identified to the parties before the hearing at least three days prior to the hearing. The Hearing Officer may or may not be a college employee but in any case will have undergone the college's Title IX training program. At the hearing, the Hearing Officer will permit each party's advisor to ask the other party and any Witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination at the hearing must be conducted directly, orally, and in real time by the party's advisor and never by a party personally. The parties may, however, jointly agree in advance to waive oral cross-examination and instead submit written cross-examination to the Hearing Officer to conduct the examination. Even if the parties so agree, the parties are still required to have an advisor The college has discretion to otherwise restrict the extent to which the advisor may participate in the proceedings. The Hearing Officer will permit parties and witnesses to take breaks, as needed, during cross-examination. The Hearing Officer will also ensure the advisors are conducting any live cross-examination in a professional and courteous manner. The Hearing Officer will not permit the advisor to badger or harass witnesses or parties. Only relevant cross-examination and other questions may be asked of a party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the Hearing Officer must first determine whether the question is relevant and explain any decision to exclude a question as not relevant The Hearing Officer will prohibit any questions and evidence about the Complainant's sexual predisposition or prior sexual behavior as not relevant, unless such questions and evidence

about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. If a party or witness does not submit to cross-examination at the live hearing, the Hearing Officer must not rely on any statement of that party or witness in reaching a determination regarding responsibility. The Hearing Officer cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions. The Investigator will be available at the hearing to answer any questions from the Hearing Officer about the Investigation. After conclusion of the hearing, the Hearing Officer shall simultaneously issue to each party a Written Determination Regarding Responsibility, applying the preponderance of the evidence standard, which shall include: a) identification of the allegations potentially constituting Title IX Sexual Harassment; b) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held; c) findings of fact and conclusions about whether the alleged Title IX Sexual Harassment occurred, applying the definitions set forth in this policy and the Current Policy to the facts; d) the rationale for the result as to each allegation; e) any disciplinary sanctions imposed on the Respondent consistent with those in the Current Policy; f) whether any remedies or additional supportive measures will be provided to the Complainant; and g) information about how to file an appeal.

7. Appeals: Appeals from a Written Determination of Responsibility may be made in the manner provided by the Current Policy with the addition of the following grounds for appeal: procedural irregularity that affected the outcome of the matter; newly discovered evidence that could affect the outcome of the matter; and/or Title IX Personnel had a conflict of interest or bias that affected the outcome of the matter.

8. Informal Resolution: The college at its discretion may choose to offer and facilitate informal resolution options, such as mediation or restorative justice, so long as both parties give voluntary, informed, written consent to attempt informal resolution. The college will not offer the informal resolution process unless a formal complaint is filed. No offer of informal resolution will be made to resolve allegations that an employee sexually harassed a student. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint. Any person who facilitates an informal resolution will be well trained to do so prior to selection as a facilitator by the college. The college will not require as a condition of enrollment, continued enrollment, employment or continued employment the waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

2.2.16 Records Retention Policy Schedule

Policy approved by the Board of Trustees – May 25, 2016
Policy approved by the Board of Trustees – June 24, 2020

Please refer to **Appendix 2-C** for the Records Retention Policy Schedule

2.2.17 Unlawful Harassment

Policy approved by the Board of Trustees – June 24, 2020

Definition of Unlawful Harassment

The college is committed to providing a safe working and learning environment for all members of the college community. To that end, the unlawful harassment of employees, students and/or third parties working at or visiting the college is expressly prohibited and will not be tolerated. Unlawful harassment consists of unwelcome conduct, whether verbal, written, physical or graphic, that Is based upon an individual's race, color, religion, national origin, ancestry, sex, gender identity or expression, sexual orientation, disability, age, veteran status or other classification protected by applicable law, and which: (1) is sufficiently severe, persistent or pervasive that it affects an individual's ability to perform job functions or creates an intimidating, threatening or hostile working or learning environment; (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or (3) otherwise adversely affects an individual's employment or education opportunities

Consequences

Any form of unlawful harassment against our employees or students by anyone, including supervisors, other employees, other students, outside personnel or vendors will not be tolerated. College employees engaging in unlawful harassment shall be subject to immediate discipline, up to and including termination.

Reporting a Complaint

Any and all complaints of unlawful harassment shall be immediately reported to the immediate supervisor or to Human Resources without fear of reprisal. Complaints may also be submitted to the college's Civil Rights Title IX Policy Complaint Procedure or through any of the other reporting mechanisms described in Board Policy or the applicable Collective Bargaining Agreement. The employee can bypass anyone involved in the unlawful harassment in reporting it. All complaints and related information will be thoroughly investigated and kept confidential to the fullest extent possible in order to conduct a thorough investigation. The results of the investigation shall be promptly reported to the person(s) making the complaint(s).

Investigating

Employees who, after investigation, have been determined to have been engaging in the unlawful harassment of their co-workers or students or the use of improper, offensive, or abusive language which violates the sensitivities of their co-workers or students will be subject to disciplinary action, up to and including termination.

Sexual Harassment

Definition

The college has a strict policy prohibiting all forms of sexual harassment at the work place. This policy applies to all employees, supervisors, students, vendors and non-employees who have contact with our employees and students. Sexual harassment includes, but Is not limited to, unwelcome sexual advances, requests to an employee for sexual favors, and other visual, verbal, or physical conduct of a sexual or offensive nature when either:

a. Submission to such conduct is made an explicit or implicit term or condition of employment, continued employment, or advancement;

b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or

c. Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Reporting Misconduct

Any employee who feels s/he or other coworker(s) is a victim of sexual harassment should immediately report any misconduct to any of the following: their immediate supervisor, the Director of Human Resources, or the Civil Right Compliance Officer, without fear of reprisal. The employee can bypass anyone involved in the harassment in reporting it. All complaints and related information will be thoroughly investigated and kept confidential to the fullest extent possible in order to complete a thorough investigation. The results of the investigation shall be promptly reported to the person(s) making the complaint(s).

Outcomes

Employees who, after investigation, have been determined to have been engaging in the sexual harassment of their co-workers or student or the use of profane or abusive language which violates the sensitivities of their co-workers or student will be subject to disciplinary action, up to and including termination.

Required Signature

A one-page summary of this sexually harassment policy will be provided to all current and new college employees. Employees are required to sign the summary as proof that they have read and understand the college's sexual harassment policy. A copy of this form will be signed by a Westmoreland representative and returned to the employee. The original will be kept in the employee’s personnel file.

2.2.18 Communicable Disease Policy for Employees

Policy approved by the Board of Trustees – June 24, 2020

Purpose

Westmoreland County Community College is committed to assuring that all necessary training and precautions are taken with regard to communicable diseases. The College adopts this communicable disease policy for employees in an effort to provide a safe working environment, control communicable diseases and the threat of pandemics on campus based upon established rules and regulations of local government officials, the Occupational Safety and Health Administration (OSHA), the Pennsylvania Department of Health (PA DOH) and the Center for Disease Control (CDC).

Definitions

A communicable disease is an illness which is capable of being spread to a susceptible host through the direct or indirect transmission of an infectious agent or its toxic product by an infected person, animal or arthropod, or through the inanimate environment. 28 Pa Code Chapter 27. Communicable Disease shall include those diseases listed in 28 Pa Code Chapter 27 as well as those diseases contributing to an outbreak as declared by either the local government officials, the PA DOH or the CDC. Examples of communicable diseases include, but are not limited to: chickenpox, mononucleosis, conjunctivitis, hepatitis A, B and D, acquired immune deficiency syndrome (AIDS), AIDS-related complex, positive HIV antibody status, COVID-19 and other forms of highly contagious influenza, measles, meningitis, tuberculosis and pertussis.

Practice and Procedure

1. College employees who have symptoms of, are infected with or have a reasonable basis for believing that they are infected with a communicable disease have an ethical and, in some cases, a legal responsibility of reporting this fact to the College in order to protect themselves and prevent spread of the disease to their coworkers and students. The College abides by all state and federal privacy laws and does not intend to deprive employees of the rights afforded them by these statutes by adopting this policy.

2. Employees who wish to report a communicable disease or who have questions regarding their reporting obligations under this policy may make confidential inquires to the Director of Human Resources. Inquiries made regarding interpretation or application of this policy will remain strictly confidential. Any medical information received by the College regarding an employee's medical condition will be handled in accordance with this policy.

3. Employees shall not be denied access to the workplace solely on the grounds that they have possible symptoms of a communicable disease unless such exclusion is authorized by law. However, if employees are experiencing symptoms they should seek medical treatment at their medical provider. In addition, employees are encouraged not report to work or come into any College facility until such time as the symptoms subside and they have medical clearance to return to work.

4. In the case of a pandemic or similar emergency as declared by local, state or national officials, the College is committed to adhere to the governmental guidelines for workplace safety as issued by state and federal agencies such as OSHA, the PA DOH and CDC. In these cases, the College will issue appropriate workplace directives which must be adhered to by all employees as a condition of employment. Such directives may include medical assessment or examination of employees such as taking body temperatures or other physical examination in the workplace. When such examinations or assessment are required, they will be done so in accordance with state and federal law including procedures recommended by the Equal Employment Opportunity Commission for compliance with the Americans with Disabilities Act.

5. Employees who are infected with a communicable disease are expected to seek expert medical advice and are encouraged to advise appropriate health authorities. Local health authorities as well as the PA DOH and CDC can offer guidance and/or counseling to these employees about measures that can be taken to prevent the spread of infection and to protect their own health.

6. Medical information relating to the communicable disease of an employee will be kept strictly confidential and disclosed to responsible College officials only on a need to know basis in accordance with applicable law including, but not limited to, the Health Insurance Portability and Accountability Act. No person, group, agency, insurer, employer, or institution will be provided any medical information without the prior specific written consent of an employee unless required by law.

7. If an employee reports a communicable disease condition, the employee may be excluded from the College until an appropriate evaluation of the employee's medical condition can be made. The evaluation may be made by a physician or a health department official and testing may be required if appropriate.

8. Employees who work in any School of Health Professions program may have additional requirements, as specified by each program's policy. These employees may be required to report all suspected communicable diseases.

9. The final determination of whether an employee who has contracted a communicable disease is able to remain at work will be made by the Director of Human Resources based upon professional medical evaluation results and recommendations. The attendance of such an employee on campus or at any College activity may be prohibited until a satisfactory letter or certificate is obtained from one or more licensed physicians or public health officials stating that the employee is not a health risk to students and other employees at the College.

2.2.19 Data Handling Policy

Policy approved by the Board of Trustees – October 28, 2020

Purpose

The purpose of this document is to provide guidance for protecting college information resources from unauthorized access or disclosure. The goal is to assure that every member of the Westmoreland County Community College (Westmoreland) community can identify non-public data and follow appropriate security precautions to protect the data and to avoid compromising the privacy rights of others or Westmoreland's institutional rights or obligations.

Scope

This policy applies to Westmoreland staff, faculty, students, associates, affiliates, contractors, volunteers, or visitors accessing college owned or managed data, in physical or electronic format.

Contacts

Direct questions about this policy to your area's Security Liaison or Data Governance leaders.

Data Classification Levels

Every member of the Westmoreland community should be able to identify the appropriate classification level of any data they are accessing or maintaining in electronic or physical form.

Data classification levels range from Level 0 (public) to Level 3 (highly restricted). **Any data other than Level 0 data is considered to be non-public data unless such data is required to be made available to the public by application of the Pennsylvania Right to Know Act (RTK).**

The four classification levels are:

Level 0—Public

- College data that is purposefully made available to the public.
- Disclosure of Level 0 data requires no authorization and may be freely disseminated without potential harm to the college.

Level 1 - Internal

- College owned or managed data that includes information that is not openly shared with the general public but is not specifically required to be protected by statute or regulation.
- Unauthorized disclosure would not result in direct financial loss or any legal, contractual, or regulatory violations, but might otherwise adversely impact the college, individuals, or affiliates.

- Level 1 data is intended for use by a designated workgroup, department, or group of individuals within the college.

Note: While some forms of internal data can be made available to the public, the data is not freely disseminated without appropriate authorization.

Level 2 - Confidential/Sensitive

- College owned or managed data that is confidential business or personal information for which unauthorized disclosure could have a serious adverse impact on the college, individuals or affiliates.
- Level 2 data is intended for a very specific use and should not be disclosed except to those who have explicit authorization to review such data.
- There are often general statutory, regulatory or contractual requirements that require protection of the data.
- Regulations and laws that affect data in Level 2 include, but are not limited to, RTK the Family Educational Rights & Privacy Act (FERPA) and the Graham-Leach-Bliley Act (GLBA).

Level 3 - Highly Restricted

- College owned or managed data that is highly restricted business or personal information, for which unauthorized disclosure would result in significant financial loss to the college, impair its ability to conduct business, or result in a violation of contractual agreements or federal or state laws or regulations.
- Level 3 data is intended for very limited use and must not be disclosed except to those who have explicit authorization to view or use the data.
- There are often governing statutes, regulations, standards, or agreements with specific provisions that dictate how this type of data must be protected.
- Regulations and laws that affect Level 3 data include, but are not limited to, RTK, FERPA, Pennsylvania Personnel Records Inspection Act, the Health Insurance Portability and Accountability Act (HIPAA) and the Payment Card Industry Data Security Standard (PCI DSS).

Guidelines for Appropriate Data Handling

Whether data is downloaded from a system or application within Westmoreland's protected infrastructure or acquired by some other means, individuals must ensure that the security of the data is protected appropriate to the level of its classification. Data must also be retained in accordance with the Westmoreland College Record Retention Policy.

Level 3 Data

Due to its restricted nature, Level 3 data requires special handling. Some divisions/departments may handle Level 3 data as part of their business processes; however, that data should not be exported or stored outside of its secured location without express permission of the Data Governance Council.

Note: A limited number of enterprise applications such as an ERP (Enterprise Resource Planning) system or CMS (Content Management System) hold highly restricted Level 3 data. Access to this data is tightly controlled via specific permissions and management authorization. If unsure whether your business data may be stored in one of these systems, discuss it with a Security Liaison or Data Governance leaders.

Research Data

Research data is typically highly sensitive in nature or subject to special contractual requirements and its handling should be coordinated through the college's Institutional Review Board (IRB).

Related Resources

- Data Governance Organizational Chart
- Institutional Review Board (IRB) FAQ
- Westmoreland's Directory Information
- Westmoreland's Record Retention Policy

2.2.20 Employee Travel Policy

Policy approved by the Board of Trustees – December 9, 2020

The following policy applies to all employees who travel outside of the state of Pennsylvania to higher exposure locations for any period of time (collectively, "Returning Employees"), with such travel being discouraged. This policy may be revised based upon changing circumstances.

- Prior to returning to work from travel outside of Pennsylvania, Returning Employees must call the Director/Human Resources & Assistant to the President in the Human Resources Department to obtain approval to return to work. Returning Employees, if not working remotely but are working at a college site, will be required to refrain from being on any college site for fourteen (14) calendar days from the date the employee returned, including if the Returning Employee traveled to a higher exposure location, as deemed by the Employer based upon CDC and other guidance regarding the current status of COVID-19 in that location.

- In order to be paid, Returning Employees who cannot work remotely will need to provide certification from their medical provider stating the employee needs to quarantine for fourteen (14) calendar days. Returning Employees who do not provide certification from their medical provider may use any personal or vacation days that they have available to be paid during the fourteen (14) calendar days or they will be unpaid during this period of time.

- Returning Employees should monitor their symptoms for fourteen (14) calendar days and if they become ill and need to seek medical care, they should call ahead to their doctor's office and inform them of their recent travel or potential exposure. If the Returning Employee tests negative and is symptom free, he or she may be allowed to return to a college site earlier. Returning Employees may also be required to provide medical certification that they are cleared to return to work; the college will notify you of any requirements.

The College follows the PA Department of Health's travel recommendations, which are subject to change without prior notice. If you have visited one of these hot spot areas, the recommended guidance is to self-isolate for 14 days before resuming activities.

https://wwwnc.cdc.gov/travel/notices

https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html

https://www.health.pa.gov/topics/disease.coronavirus/Pages/Travelers.aspx

2.2.21 Policy on Political Campaign Activities

Policy approved by the Board of Trustees – January 27, 2021

PURPOSE:
Westmoreland County Community College (Westmoreland) is committed to the principle of free expression, including the exchange of political viewpoints and ideas, for all members of its community. Westmoreland encourages its students and employees to fully participate in their rights of citizenship, including exercising the right to vote, campaign, and otherwise engage in the political life of our community, state and nation. Nothing in this Policy is intended to limit the rights of students or employees to express personal opinions or engage in political activity in their individual capacities and as private citizens.

However, certain types of politically-related activities by Westmoreland or by Westmoreland employees, in their official capacities, are incompatible with Westmoreland's tax-exempt status under the law. This Policy describes the limitations on Westmoreland involvement and the use of Westmoreland resources in political campaign activities.

SCOPE:
This Policy shall apply to all Westmoreland employees and students at all locations. This Policy does not apply to permissible lobbying and public policy education efforts.

DEFINITIONS:
Political Candidate: an individual who has publicly announced an intention to be a candidate for election to any public office or is being promoted publicly to join a race and become an official candidate. An incumbent public official is not a political candidate until he/she has publicly announced an intention to run for reelection or another public office.

Political Event: an event at which a political candidate speaks or is prominently featured; includes any event that has the purpose of promoting the election of a particular political candidate (e.g., debate, speech, rally). A classroom presentation by a political candidate at the request of the instructor of a credit or non-credit course is not a political event if the speaker is chosen solely for reasons other than candidacy for public office.

Westmoreland Resources: all Westmoreland property and services such as facilities/space, office equipment, telephones, email, postage, vehicles, Westmoreland name, logo, and other marks, letterhead, and technology resources such as websites and online discussion boards.
Westmoreland Sponsor: Westmoreland, a Westmoreland campus, academic department, administrative unit, or Westmoreland-affiliated organization (not including recognized student organizations).

POLICY:
General Statement
It is Westmoreland's policy that it, and its employees and representatives, when acting in their official capacities for Westmoreland, may not, directly or indirectly, participate in, or intervene in, any political

campaign on behalf of, or in opposition to, any candidate for elective public office. This includes campaigns at the federal, state, and local level.

Political campaign intervention extends beyond candidate endorsements, it includes any and all activities that favor or oppose one or more candidates for political office. For example, Westmoreland and its employees, may not engage in the following activities in their official capacity or on behalf of Westmoreland: solicit or make contributions to political campaign funds; make public statements of position in favor or in opposition to any candidate for public office (in written or oral form, including links to websites); distribute statements prepared by others that favor or oppose any candidate for public office (in written or oral form, including links to websites); or allow a candidate to use Westmoreland's resources without providing other candidates with an equivalent opportunity. Similarly, Students and Recognized Student Organizations are also prohibited from using appropriations from Westmoreland Student Activity Fees to contribute to a political campaign.

Voter education and registration activities are not prohibited by this Policy so long as they are carried out in a non-partisan manner and do not favor or oppose any of the candidates for elective public office. Furthermore, Westmoreland may host political forums and/or debates involving more than one candidate provided no candidate, directly or indirectly, receives an endorsement, preference, or support from Westmoreland. Finally, this Policy is not intended to limit non-partisan courses, coursework, curricular activities and other assignments designed to foster civic engagement, educate students, or enhance public understanding of the political election process.

Use of Westmoreland Resources for Political Events or Activities

A. Westmoreland-Sponsored Events

1. **Inviting Political Candidates to Campus.** Westmoreland shall not endorse or oppose any political candidate for elected public office. Westmoreland may, however, provide opportunities to educate its students, employees and community at large on the election process through candidate lectures, forums, debates and other political discourse. As an institution or through a Westmoreland sponsor, Westmoreland may hold certain political events subject to the following terms:
   a) Approval. A political event may be sponsored by Westmoreland, a Westmoreland campus, academic department or administrative unit only with the approval of the President or the President's designee.

   b) Format. A Westmoreland-sponsored political event must be in the format of a candidate forum or debate, question-and-answer sessions, or similar communications in an academic setting; such events cannot be conducted as a campaign rally or similar event. All legally qualified candidates for a political office must be invited to participate on an equal basis with such limitations as may be appropriate after consultation with the Westmoreland Solicitor.

   c) Use of Westmoreland Resources. Westmoreland facilities may be made available for such events in accordance with this and all other applicable Westmoreland policies.

Receptions and other social activities associated with this event must include all candidates who were invited to participate in the political event.

d) Publicity. All promotional material for political events must include appropriate statements indicating that Westmoreland and Westmoreland officials do not endorse any political candidate or any position of a political candidate. Subject to this restriction, Westmoreland officers may otherwise publicize the event in any appropriate manner and encourage or arrange for coverage by media organizations.

e) Costs, Expenses, Fees and Honoraria. No compensation, honorarium, or expenses may be paid to or on behalf of any political candidate by the Westmoreland Sponsor.

f) No admission fee may be charged for such events.

g) No political fundraising activities may be conducted at such events.

2. **Inviting Individuals in their Non-Candidate Capacity.** The above mentioned terms and conditions do not apply when an individual is invited by Westmoreland in their official capacity (e.g., as a sitting public official, field expert, public figure/celebrity) and not in their capacity as a political candidate. For such events, a non-partisan atmosphere should be maintained and the individual must only speak in their non-candidate capacity and make no reference to the election. Communications regarding the event should indicate the capacity in which the individual is appearing and should not mention the individual's candidacy or the election.

B. By Recognized Student Organizations ("RSO"s)

1. **Inviting Political Candidates to Campus.** RSO's seeking to sponsor a political event on campus must do so in accordance with the policies and procedures established by Student Affairs for student organization-sponsored events in general.

a) Approval and Notice. The sponsorship must be approved by the organization's leadership and advisor (if applicable), and the Office of the President and Vice President of Administrative Services must be notified prior to reserving campus facilities for the event.

b) Use of Westmoreland Resources. Westmoreland facilities may be made available for such events in accordance with this and all other applicable Westmoreland policies.

c) Publicity. Promotional materials for the political event may not state or imply that the Westmoreland endorses a political candidate or any position of the candidate.

d) Costs and Expenses. The sponsoring RSO is responsible for all facility charges and ancillary service costs associated with the event in accordance with Westmoreland policy governing use of facilities by RSOs.

e) Westmoreland Indicia. Name, marks, logos, etc. may be used to identify the location of such an event but not in such a way as to suggest that the event is officially endorsed or sponsored by Westmoreland.

2. **Other Political Campaign Activities.** Students and RSOs are encouraged to help educate and inform students about elections, including urging students to exercise their right to vote, and are also free to express their views about political parties, candidates and ballot issues. Students and RSOs are permitted to use student activities fees to support their own expressive activities and viewpoints on public policy issues and other interests and, as noted above, may sponsor events for candidates so long as they comply with the rules and regulations governing student organization-sponsored events. However, funds from the Westmoreland Student Activity Fee may not be used in such a way that could constitute a gift, donation or contribution to a political campaign. This includes purchasing promotional material (not including materials used to promote an RSO-sponsored event) or paying for campaign advertising for a political candidate or organization, providing an honorarium or travel costs to a political candidate or organization, or otherwise contributing to a political campaign.

C. By External, Non-Westmoreland Individuals or Groups

1. Approval and Use of Westmoreland Resources. A candidate, campaign, political party, or other political organization may request to rent Westmoreland facilities that otherwise are available for rent generally by external groups. Campus facilities may be made available for such events in accordance with applicable facilities use policies and any associated guidelines.

2. Publicity. Promotional material for the candidate or campaign event may not state or imply that the Westmoreland endorses a political candidate or any position of a candidate. Requests for press conferences or similar events on campus, by or on behalf of political candidates or their campaigns are subject to this Policy.

3. Costs and Expenses. The political candidate or political organization must pay the full facility use charge and otherwise comply with applicable facilities use policies. The political candidate or political organization must also pay all ancillary service costs associated with the event, including, but not limited to, security, custodial, parking, audio-visual equipment set-up and operation, and the like. All facility use charges and the estimated ancillary service costs must be paid in full.

4. Westmoreland Indicia. Name, marks, logos, etc. may be used to identify the location of such an event but not in such a way as to suggest that the event is officially endorsed or sponsored by the Westmoreland.

D. By Westmoreland Employees

Westmoreland employees and representatives, in their official capacities for Westmoreland, may not participate or intervene, directly or indirectly, in any political campaign on behalf of, or in opposition to, any candidate for public office. Westmoreland employees and representatives are also prohibited from using any Westmoreland resources (e.g., facilities, funds, vehicles, copy machines, e-mail, telephones, office supplies, and mailing services) for political campaign activities, unless expressly permitted in this Policy. This includes use of Westmoreland seal, letterhead, symbols, or other proprietary marks of Westmoreland in any communication or activity that endorses a political party, campaign, or candidate.

Westmoreland employees and representatives may, in their personal capacity as a private citizen, make any political statement. If an employee's political statement or activity, in light of all of the circumstances, including the employee's affiliation with Westmoreland, could reasonably cause others to perceive the employee's statements or activities to be on behalf of the Westmoreland, then such employee is expected to make clear, by an appropriate disclaimer if possible, that the statements and activities are undertaken in the employee's individual capacity and do not represent the position of Westmoreland. Nothing in this Policy is intended to limit or prohibit an employee's ability, in their personal capacity and on their own time, to become a member in any political party, make personal contributions to a political candidate or organization, or otherwise participate in a political campaign.

This Policy is also not intended to limit public political statements made by Westmoreland employees outside of their official capacity, the scholarly research of Westmoreland faculty members or the dissemination of factual material and scholarship. Pursuant to existing Westmoreland Policy on academic freedom, this Policy shall not be construed to prohibit faculty from expressing personal political views in their instructional role, provided that the faculty member does not advocate or oppose a political candidate or claim to speak on behalf of Westmoreland.

Campus Visits by Political Candidates and Political Dignitaries

The Office of the President and the Office of the Vice President of Administrative Services must be notified prior to the visit of any political candidate (whether the visit is at the request of Westmoreland, a Westmoreland Sponsor, a Recognized Student Organization, or a Non-Westmoreland Group renting Westmoreland Facilities) to any campus.

2.2.22 Employee Conduct and Work Rules Policy

Policy approved by the Board of Trustees – April 28, 2021

Objective

Westmoreland County Community College (Westmoreland) adopts this Employee Conduct and Work Rules Policy to ensure orderly operations and provide the best possible work environment. Westmoreland expects employees and others who are engaged to provide services, such as temporary personnel, consultants and independent contractors, to follow these rules of conduct while on company premises, attending company functions or otherwise performing work-related activity.

In addition to maintaining and enforcing this policy to protect the interests and safety of all employees and the organization, Westmoreland complies with all applicable federal, state and local laws and regulations concerning employer/employee rights and obligations.

Procedures

Westmoreland is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with the company are treated in a respectful and fair manner. Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of behavior that would be considered infractions of Westmoreland's rules of conduct. Such behavior may result in disciplinary action, up to and including termination of employment. This list is not intended to be exhaustive:

1. Theft or inappropriate removal or possession of company property or the property of a fellow employee.
2. Willful destruction of company property or the property of a fellow employee.
3. Working under the influence of alcohol or illegal drugs.
4. Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment.
5. Fighting or threatening violence in the workplace.
6. Sexual or other harassment.
7. Using excessively abusive, threatening or obscene language.
8. Using intimidation tactics and making threats.
9. Sabotaging another's work.
10. Making malicious, false and harmful statements about others.
11. Publicly disclosing another's private information.

12. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.

13. Unauthorized disclosure of business "secrets" or confidential information.

14. Falsifying company records or reports, including one's time records or the time records of another employee.

Discipline

It is Westmoreland's policy that disciplinary action taken to correct employee conduct should be applied with respect for the rights and dignity of employees and in accordance with any applicable collective bargaining agreement. Supervisors are expected to manage the conduct of their subordinates and, when necessary, to take corrective steps after consultation with Human Resources. When appropriate, progressive discipline will be administered in accordance with the following:

First Step – Oral Warning
Second Step – Written Warning
Third Step – Suspension Without Pay
Fourth Step – Termination of Employment

It is important to note that there is no "right" to progressive discipline. If an employee's initial infraction of established policy/and or procedure is considered to be of great enough magnitude, the initial disciplinary action taken by Westmoreland may begin at any of the steps defined above up to and including termination of employment.

2.2.23 Survey Policy

Policy approved by the Board of Trustees – May 26, 2021

Given the rapid increase and importance of surveys and survey tools, it is imperative that college-wide surveying efforts be coordinated in a way that protects all parties, guards against survey fatigue, and collects the most meaningful and reliable responses possible. Therefore, all of Westmoreland County Community College's survey research will be coordinated by Planning, Assessment & Institutional Effectiveness and the Data Governance Board.

Planning, Assessment & Institutional Effectiveness will:

1. Provide an electronic form for survey requests and approvals.
   Details will include the following:
   - Purpose of the survey. (What do you want to learn?)
   - Use of the resulting data. (What will you do with survey results?)
   - Survey target audience/respondents. (Who will be asked to participate in the survey?)
   - Survey format: paper, online, or interview.
   - Survey type: anonymous or non-anonymous.
   - Survey questions/draft survey.
   - Anticipated timeline: survey start and end dates.
2. Provide consultation on the development and administration of surveys and analysis of results.
3. Provide guidance and standards for cover letters, introductory statements, survey types and questions.
4. Present survey requests to the Data Governance Board.
5. Maintain a web-based survey tool, use the tool to post surveys for requesters as appropriate (and as time and workload permit), and generate reports.
6. Maintain a survey archive.

The Data Governance Board will:

1. Review and approve survey requests.
   The following criteria will be considered when reviewing survey request:
   - Relevance to college mission and/or strategic plan.
   - Minimal burden on college constituents.
   - Usefulness of data to inform college decisions.
   - Efficient use of college resources.
   - Value to the broader population of college constituents.
   - Clarity and functionality of survey and related communications.
   - Inclusive language in alignment with college guidelines.
   - Compliance with any applicable collective bargaining agreement, FERPA, college standards for confidentiality and information security, and IRB policy.
2. Prioritize and schedule surveys based on the needs of the college, such that data collection is timely and conducted in a manner that minimizes survey fatigue, duplication of effort, and disruption to the educational environment.
3. Annually review the scope and effectiveness of this policy and associated procedures.

Individuals requesting to conduct surveys will:

1. Complete the survey request form and meet with the Office of Planning, Assessment & Institutional Effectiveness as needed prior to implementing any survey.
2. Seek and comply with the college's Institutional Review Board (IRB) procedure, as required.
3. Be responsible for preparation of any mailings of surveys administered on paper, as well as the compilation of the data from such surveys.

Scope:

The scope of this policy includes surveys intended for distribution to any members or prospective members of the Westmoreland County Community College community: applicants, students, faculty, staff, administrators, board members and alumni. A survey is defined broadly as any means of querying a person or group in order to collect data or feedback for the analysis or evaluation of some aspect, either in paper, oral (e.g., interview, focus group), or electronic (e.g., email, web) format.

2.2.24 Employee Policy on Privacy and Confidentiality

Policy approved by the Board of Trustees – December 14, 2022

Westmoreland County Community College places a high priority on maintaining the confidentiality of its records, documents, agreements, and all other protected information. This Policy is intended to supplement all other college policies dealing with handling of confidential information.

In the course of an employee's duties, access to confidential information about students, employees, other individuals, or the college may be granted. The college's confidential information includes any non-public accessible information under state or federal law such as: business practices, litigation settlement discussions, non-directory student information, proprietary financial information, and technology such as ideas and inventions (whether this information belongs to the college or was shared with us in confidence by a third party). Any questions an employee may have concerning whether information is "confidential" should be directed to their immediate supervisor.

Access to confidential information is for the purpose of performing job duties and responsibilities with the college, and for no other purpose. Specifically:

1. Employees will look at and use only the information needed to assist students, employees, other individuals, or to do their job and may not look at records or seek other confidential information that is not needed to perform their job.

2. Student, employee, other individual information or any other confidential information is not to be shared with anyone who does not have an official need to know. Employees are expected to be especially careful not to share this information with others in casual conversation or by having others present in the room during remote meetings or telephone conferences where confidential information is discussed.

3. Employees are required to handle all records, both paper and electronic, with care to prevent unauthorized use or disclosure of confidential information. Confidential information may not be removed from an employee's work area or copied unnecessarily.

4. Because electronic messages may be intercepted by other people, e-mail, Google Chat, or other public computer forums will not be used to transmit personal information about employees or students such as home addresses, personal phone numbers, grades or other personal information not accessible to the general public unless authorized.

5. If confidential information is no longer needed, it will be disposed of in a way that ensures that others will not see it. Recognizing the appropriate disposal method will depend upon the type of information in question. (See Records Retention Policy)

6. If job responsibilities include sharing the College's confidential information with outside parties, only processes and procedures approved by the College to do so will be utilized.

7. Employees must handle all confidential information stored on a computer or uploaded to Cloud Storage or downloaded to CDs, flash drives, etc. with care to prevent unauthorized access to,

disclosure of, or loss of this information in accordance with the current College's policies and procedures for handling electronic information and data. See the College Data Handling Policy for further guidance.

2.2.25 Virtual Meeting Conduct Policy

Policy approved by the Board of Trustees – December 14, 2022

As our workforce continues to operate with some or all employees working at locations other than college offices, the following expectations for employees are being clarified to avoid issues that may cause disruption during virtual meetings.

- The Colleges Conduct and Work Rule Policy and other policies continue to apply to offsite work locations during virtual meetings.
- While distractions are often unavoidable, try to keep them to a minimum. No music or television in the background during meetings.
- Keep yourself muted during video or audio conferencing unless you are speaking.
- Turning on video is required with the exception of intermittent interruptions.
- Smoking, Tobacco and Tobacco-Related Products, or vaping is not permitted during a video conference.
- Casual dress is acceptable; however, use discretion. No visible apparel that would not be appropriate for the workplace.
- Avoid multitasking. Give your full attention to the meeting as if you were face to face.
- Maintain confidentiality. Individuals not invited to the meeting should not attend or be in a position to become aware of the meeting content.
- Do not record the meeting without the express consent of all attendees. Recording without such consent may violate Pennsylvania law.

The College appreciates the effort that all of our employees have shown in the transition to remote work, and we hope these guidelines help to clarify the College's expectations when attending virtual meetings.

While gentle reminders may be all that is necessary in some circumstances, egregious or continued violations of these expectations and/or other College policies will result in disciplinary action.

2.3 Wages and Hours of Work – Administrative

2.3.1 Administrative Categories

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

Full-time administrative positions shall be assigned to one of the administrative categories indicated below:

Administrators

- Vice President
- Dean
- Director I, II, and III

Administrative Staff

- Coordinator I and II

Administrative Support Staff

- Administrative Assistant/Secretary
- Administrative Specialist
- Administrative Clerk

2.3.2 Administrative Performance Evaluation

Policy approved by the Board of Trustees – July 1, 1998
Policy approved by the Board of Trustees – June 24, 2020

The purpose of the administrative performance evaluation program is to increase individual and college-wide administrative performance. All administrative employees shall be evaluated annually by their respective supervisors.

2.3.3 Compensatory Time / Overtime

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

The Human Resources Department shall be responsible for determination of exempt or nonexempt status for all staff positions in accordance with the guidelines established by the federal FLSA (Fair Labor Standards Act). Exempt and non-exempt are defined as follows:

- Exempt — Positions classified as exempt are those excluded from the compensatory/overtime provisions of the FLSA.
- Nonexempt — Positions classified as non-exempt are those that must be paid at the rate of one and one-half (1-1/2) time the regular hourly rate for all hours worked in excess of forty (40) in a given work week.
- For overtime purposes the work week begins on 12:01 a.m. on Sunday and ends at midnight the following Saturday.

2.3.4 Employment Contracts

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

Full-time employees assigned to the following administrative categories shall be provided employment contracts:

- Administrators
- Administrative Staff

Employment contracts shall specify the period of employment, employment category, annual salary, division/department, position title, and type of appointment. Employees hired coincident with the beginning of a fiscal year shall receive an employment contract for the full fiscal year. Employees hired during the fiscal year shall receive an employment contract on a pro rata basis for the remaining portion of the fiscal year. Employment contracts are not a guarantee of pay or employment for the full term of the contract. Employment may be terminated sooner for failure to abide by the college's established policies and procedures or for other reasons constituting just cause for termination.

Nonrenewal

Notice of nonrenewal of a current contract shall be in writing and must be issued no later than April 1 of the current contract year.

2.3.5 Hours of Work

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

Administrators/Administrative Staff

The normal work week is a minimum of forty (40) hours, exclusive of a nonpaid, one-hour lunch period.

Administrative Support Staff

The normal work week is forty (40) hours or thirty-seven and a half (37.5) hours as assigned, exclusive of a one-hour or one-half hour nonpaid lunch period. All nonexempt staff should report to work no earlier than five (5) minutes before the start of their regular work shift; and leave no later than five (5) minutes after the end of their regular work shift. Work hours shall be reported by submission of the automated time sheet at the end of the pay period. Automated time sheets shall be signed by the employee and his/her immediate supervisor and submitted to the Payroll Office by Thursday preceding the next pay. Accurate reporting of work hours is essential. Deliberate falsification of an automated time sheet is cause for immediate dismissal.

2.3.6 Part-Time Teaching by Administrative Employees

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – March 22, 2017
Policy approved by the Board of Trustees – June 24, 2020

Teaching by an administrative employee must be approved on a prior teaching basis by the employee's respective vice president; and must be done outside the normal workday. Teaching shall normally be limited to 3 ECH per semester; however, may be extended to a maximum of 6 ECH, subject to prior review and supervisory approval. Administrative employees who are teaching part-time and, for any reason, are unable to meet a class must be given a deduction in salary for that class.

2.3.7 Salary Administration

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – October 22, 2008
Policy approved by the Board of Trustees – June 24, 2020

Salary

Salary for all administrative positions are established by the board of trustees based upon the recommendation of the college president and shall be reviewed annually.

Salary Adjustments

Salary adjustments shall be recommended by the college president and approved by the Board of Trustees. Employees hired in the last quarter of a fiscal year shall not be eligible for a salary increase until July 1 of the fiscal year that follows completion of one (1) year of service. However, should salary minimums be increased, individual salaries below the minimum will be adjusted to the new minimum. Any administrator, administrative staff member, or administrative support staff member assuming another position in the college at another level will have his/her salary calculated based on the new level

2.4 Benefits and Employee Conveniences – Administrative

2.4.1 Employee Benefits

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – September 24, 2007 (retroactive to July 1, 2007)
Policy revised by the Board of Trustees – April 27, 2011
Policy revised by the Board of Trustees – October 28, 2015
Policy approved by the Board of Trustees – June 24, 2020
Policy revised by the Board of Trustees – December 14, 2022

The college shall offer the following insurance benefits for regular full-time and temporary full-time employees.

Health Insurance

Regular full-time and temporary full-time employees shall pay a portion of their health insurance cost by contributing a co-premium amount as determined by a percentage of their total wages and their selected type of coverage. Total payments made by members is calculated by multiplying the member's total wages by the percentage rates below.

Single	2.50%
Employee/Spouse; Member and Children	3.48%
Family (Employee, Spouse, Children)	4.72%

Regular full-time and temporary full-time employees will contribute to their group health insurance while they are off on any unpaid leave at the same bi-weekly cost as before they went on unpaid leave.

The college provides the following insurance/retirement benefits for regular full-time and temporary full-time employees.

Dental Insurance

Coverage under a basic dental plan for employees and their eligible dependents.

Vision Care Insurance

Coverage under a basic vision plan for employees and their eligible dependents.

Life Insurance

Coverage for employees only in the amount of three (3) times the employee's annual salary rounded to the next highest thousand is provided.

Long-Term Disability Insurance

Coverage for the employee in the event of long-term disability. There is a one-year waiting period for LTD eligibility.

Retirement

All full-time employees are eligible for and required to enroll in one (1) of three (3) retirement plans offered by the college:

- TIAA-CREF
- SERS – As of July 1, 2015 SERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the college.
- PSERS – As of July 1, 2015 PSERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the college.

Workers' Compensation

An employee who is disabled as the result of a work-related injury/illness shall be paid the difference between their base weekly wage and any compensable amount paid under the Pennsylvania Workmen's Compensation Act, social security, or other public, tax-supported disability program for a period of one (1) year or the duration of the disability, whichever is shorter. After one (1) year, payment of the difference between the base weekly wage and any compensable amount paid under the foregoing programs shall be terminated. Sick leave may be taken at the expiration of one (1) year to the extent the employee has accumulated sick leave available. Sick leave, vacation entitlements, personal days, and paid holidays shall not be granted during such periods of disability.

2.4.2 Holidays

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – April 27, 2011
Policy revised by the Board of Trustees – October 28, 2015
Policy approved by the Board of Trustees – June 24, 2020
Policy revised by the Board of Trustees – December 14, 2022

The following are observed as paid holidays for regular and temporary full-time employees of Westmoreland County Community College:

- Martin Luther King, Jr. Day
- Spring Break – Two (2) weekdays as scheduled annually on the academic calendar
- Memorial Day
- Independence Day
- Labor Day
- The Day Before, Thanksgiving Day, and the Day After
- Winter Break – Any regularly scheduled work days starting December 24 through and including January 1

Monday will be recognized as a holiday for all holidays occurring on Sunday, and Friday shall be recognized as a holiday for all holidays occurring on Saturday; except for those days which have been identified as Winter Break. If a holiday is observed during an employee's vacation, he/she shall be entitled to an additional day of vacation.

2.4.3 Interview / Relocation Expenses

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

Westmoreland County Community College will provide reimbursement of certain interview and/or relocation expenses for newly-employed administrative personnel classified as vice president, dean, or director I in accordance with the following:

Interview Expense

Reimbursement for round trips in excess of sixty (60) miles shall be provided as follows:

- Travel
  - Personal Automobile — Applicable tolls and mileage at the college's standard reimbursement rate for the most direct route to the college and return.
  - Public Transportation — Cost for tourist-class rate for the most direct route to the college and return.
  - Lodging/Meals — Lodging and meals will be provided to the applicant for the day before and the day of the interview.

Relocation Expense

Transportation costs for the employee and family while relocating will be reimbursed as follows:

- Enroute
  - Personal Automobile — Applicable tolls and mileage at the college's standard reimbursement rate for the most direct route to the college.
  - Public Transportation — Cost for tourist-class rate for the most direct route to the college.
  - Lodging/Meals — Lodging and meals will be provided to the applicant while enroute to the new location.
- Household/Personal Effects
  - Upon submission of written receipts, a one-time payment may be provided for the expense of relocating household/personal effects over 100 miles. Reimbursement will be made in accordance with the following schedule:
    - Vice president not to exceed $3,500
    - Dean not to exceed $2,500
    - Director I not to exceed $1,500

Exceptions

Where unusual circumstances exist, or where conditions are such that application of the policy would result in hardship, exceptions to this policy may be made with prior approval of the president or his designee.

Administration

Administration of this policy is assigned to the director/Human Resources.

2.4.4 Leaves of Absence

Policy approved by the Board of Trustees – July 24, 2002
Policy revised by the Board of Trustees – July 25, 2007
Policy revised by the Board of Trustees – May 27, 2009
Policy revised by the Board of Trustees – April 27, 2011
Policy revised by the Board of Trustees – October 28, 2015
Policy approved by the Board of Trustees – June 24, 2020
Policy revised by the Board of Trustees – December 14, 2022

Family/Medical Leave

1. Family and Medical Leave shall be administered in accordance with the Family and Medical Leave Act (FMLA) and its accompanying regulations.

2. Employees shall be granted an unpaid family and medical leave for the birth of a child; the adoption of a child; their own serious health condition; serious health condition of a spouse, son, daughter, or parent, or any other qualifying reasons under FMLA up to twelve (12) weeks within a 12-month period of time with benefits upon written request, certification by attending physician, and appropriate approvals.

3. Upon returning from Family and Medical Leave, an employee has the right to return to the same or equivalent position. If the position has been abolished, the employee will have the right to return to an equivalent position in accordance with FMLA.

4. The college will use the rolling 12-month period looking backward to determine eligibility for Family and Medical Leave.

5. The college will consider any qualifying leave as Family and Medical Leave. Such qualifying leave may be in the form of workers' compensation leave, non-work-related disability leave or simple sick leave. The college will notify employees within five (5) work days of commencement of the qualifying leave if such leave is designated as Family and Medical Leave. Paid sick leave will be used during any period of FMLA leave resulting from the serious health condition of an employee.

As part of the National Defense Authorization Act (NDAA):

- Upon written request, certification and appropriate college approval, employees shall be granted unpaid family leave for a qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call or order to active duty status in the Armed Forces in support of a contingency operation (an action or operation against an opposing military force)–up to twelve (12) weeks within a 12-month period of time, with benefits.
- Upon written request, submission of attending physician's certification, and appropriate college approval, employees shall be granted unpaid family leave to care for a spouse, son, daughter, parent or next of kin (nearest blood relative) of the employee who has incurred an injury in the line of duty in the Armed Forces–up to twenty-six (26) weeks within a 12-month period of time, with benefits.

Sick Leave

Employees shall receive twenty (20) sick days per fiscal year.

- Up to three (3) days per year may be used for the care of immediate family members. Immediate family is limited to spouse children and parents.
- Unused sick days shall accumulate to a maximum of two hundred (200) days.
- Newly-employed individuals shall be credited with 1.66 sick days per month for each month remaining in the fiscal year.
- Medical certification may be required if an absence due to illness/injury continues beyond three (3) working days.

Jury Duty/Court Appearance

- Employees called for jury duty or for an appearance before a court or government agency shall be excused from their college responsibilities without loss of salary.
- If the employee is compensated for their appearance, their college salary will be reduced accordingly, with the exception of compensation for mileage expense. • Verification of a summons for jury duty, any other appearance, and/or compensation paid must be submitted to the immediate supervisor as soon as possible

Bereavement Leave

When an employee is absent from duty because of a death in their family, there shall be no deduction in wages or benefits for any absence not in excess of the following:

5 Days	4 Days	2 Days	1 Days
Spouse, child, parent, brother, sister	Son-in-law, daughter-in-law, parent-in-law, grandchild	Grandparent, brother-in-law, sister-in-law, uncle, aunt	Niece, nephew

When necessary, the college may grant an exception of bereavement leave as defined above.

Military Leave

An administrative employee who is a member of the National Guard or a reserve unit of the armed forces of the United States, and who is ordered on active duty for annual training shall be granted leave with pay (less the amount paid by the military) for a period not to exceed fifteen (15) working days.

Employees who are members of the National Guard who are ordered to emergency duty shall be granted a leave of absence with pay (less the amount paid by the military) for a period not to exceed fifteen (15) working days.

Employees who take military leave will have all the rights stated in the Uniformed Services Employment and Reemployment Rights Act of 1994.

Miscellaneous Leave

Employees may request miscellaneous leave without pay or benefit. Requests for miscellaneous leave in excess of ten (10) days must be submitted in writing and subsequently approved by the board of trustees.

Personal Leave

Full-time employees shall be entitled to two (2) personal days per year for personal reasons, which may accumulate without limitation. Such leave may be taken one (1) day at a time if desired.

2.4.5 Tuition Reimbursement

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – December 12, 2012
Policy approved by the Board of Trustees – June 24, 2020

Regular full-time administrative employees shall be eligible for tuition reimbursement under this policy in accordance with the following:

- Reimbursement shall be for credit courses taken at accredited institutions of higher learning, provided such courses are not offered by Westmoreland County Community College.
- Employee must attain a grade of "C" or better. Approved courses are those which, in the judgment of the college, add to employee effectiveness in their current position. Courses which prepare the employee for future responsibilities may be approved, subject to review and approval. In all cases, the judgment of the college shall be final.
- Courses must be approved in advance by the director/Human Resources.
- The College will allocate a total of $20,000 per fiscal year for tuition reimbursement for eligible administrative employees and the Director/Human Resources will administer these funds.

2.4.6 Tuition Waiver

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – October 28, 2015
Policy revision approved by the Board of Trustees – June 24, 2020

Full-time and regular part-time employees, their spouses, and dependents (as defined by the Internal Revenue Service) shall be permitted to take courses at the college without tuition charge. In the event the employee dies, retires, or is disabled, this privilege is continued for a period not to exceed five (5) years. In addition, the college will waive the general fee.

This tuition waiver policy does not apply to regular part-time and full-time employees who have either been terminated or had their contracts not renewed.

2.4.7 Vacation

Policy approved by the Board of Trustees – July 1, 1998
Policy revision approved by the Board of Trustees – June 24, 2020

All full-time administrative employees are entitled to vacation days based on the employee's job classification. Vacation may be taken on a fiscal-year basis (July through June) any time after credited; however, it must be approved by the employee's immediate supervisor prior to vacation. Administrators, administrative staff and administrative support staff earn vacation in accordance with the following schedule:

Administrators	Vice President	Upon Hire	1.66	20.00
	Dean			
	Director I, II, III			
Administrative Staff	Coordinator I, II	Upon Hire	1.50	18.00
Administrative Support Staff	Administrative Assistant	Less than 2 years	0.83	10.00
		2 years, but less than 3	0.92	11.00
		3 years, but less than 4	1.00	12.00
	Administrative Specialist	4 years, but less than 5	1.08	13.00
		5 years, but less than 6	1.16	14.00
		6 years, but less than 7	1.25	15.00
	Administrative Clerk	7 years, but less than 8	1.33	16.00
		8 years, but less than 9	1.42	17.00
		9 years and over	1.50	18.00

Administrative support staff attaining ten (10) years of continuous service with the college shall be granted a bonus of one (1) day of paid leave. Bonus days are granted each fifth year beginning with the anniversary date of the employee's tenth year of continuous service; and will be added to vacation accruals. Employees may carry over unused vacation days from one fiscal year to another, not to exceed a maximum of ten (10) days.

2.5 WCCCPA Bargaining Unit Agreement

The bargaining agreement between the college and the Westmoreland County Community College Professional Association covers all full-time employees classified as faculty (teaching and non-teaching), professional, and paraprofessional. The language contained within that agreement supersedes the language of any similar issues covered by the policies in this manual.

The WCCCPA Bargaining Unit Agreement can be found in Appendix 2-D.

2.6 ESP/PSEA/NEA Bargaining Unit Agreement

The bargaining agreement between the college and the Westmoreland County Community College Educational Support Professionals, PSEA/NEA covers all full-time and regular part-time employees classified as secretarial, clerical, technical, maintenance, and custodial. The language contained within that agreement supersedes the language of any similar issues covered by the policies in this manual.

The ESP/PSEA/NEA Bargaining Unit Agreement can be found in Appendix 2-E

2.7 Regular Part-Time Employees

Policy approved by the Board of Trustees – July 1, 1998
Policy revised by the Board of Trustees – June 27, 2007
Policy revised by the Board of Trustees – October 28, 2015
Policy approved by the Board of Trustees – June 24, 2020

Hours of Work

Regular part-time employees are scheduled for a maximum of nineteen (19) hours per week; however, may be scheduled in excess of that amount for short periods due to requirements. In no event shall a regular part-time employee exceed 950 hours during the fiscal year. Nonexempt staff should report to work no earlier than five (5) minutes before the start of their regular work shift; and leave no later than five (5) minutes after the end of their regular work shift. Work hours shall be reported by submission of time cards at the end of the pay period. Time cards shall be signed by the employee and his/her supervisor and submitted to the Payroll Office by Thursday preceding the next pay. Accurate reporting of work hours is essential. Deliberate falsification of a time card is cause for immediate dismissal.

Overtime

All regular part-time employees who are classified as nonexempt who work in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) times their base rate for all hours worked beyond forty (40).

Probationary Status

All new regular part-time employees are subject to a 60-workday probationary period. Employee performance will be evaluated at 45-day intervals to determine if the employee is satisfactorily fulfilling the requirements of his/her position. Upon satisfactory completion of the probationary period, the employee becomes a regular part-time employee.

Wages

Wages for all regular part-time positions are established by the board of trustees based upon the recommendation of the college president; and are reviewed annually.

Benefits

Regular part-time employees of the college are entitled to the following benefits:

- Retirement — Regular part-time employees are eligible for and required to enroll in one (1) of the three (3) retirement plans offered by the college.
- TIAA-CREF
- SERS – As of July 1, 2015 SERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the college.
- PSERS – As of July 1, 2015 PSERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the college.

- Holidays — Regular part-time employees shall receive their regular pay for the following holidays:
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- Tuition Waiver — Regular part-time employees and their spouses and dependents (as defined by the Internal Revenue Service) shall be permitted to take courses at the college without tuition charge. In the event of the employee's death, retirement, or disability, this privilege is continued for a period not to exceed five (5) years. In addition, the college will waive the application fee, the student services fee, and the computer services fee.
- Fringe Benefits — The only fringe benefits provided to regular part-time employees are those mandated by law.

3 Academic Student Policies

The following pages contain detailed policies relative to academics and students of Westmoreland County Community College.

3.1 Staff Publication

Policy approved by the Board of Trustees – June 26, 1991

A faculty member shall not realize a profit from sales to students of books, or any other instructional materials, in the Westmoreland County Community College bookstore, except for royalties from commercial or university presses, excluding "vanity" presses, duplicating companies and self-production. Any publications produced by the employee himself, or through subsidy publishing, shall be sold in the Westmoreland County Community College bookstore at cost. Only those materials adopted by the college according to established procedure may be used.

3.2 Academic Degrees, Diplomas & Certificates

Policy approved by the Board of Trustees – October 23, 2002
Policy revised by the Board of Trustees – May 22, 2019
Policy approved by the Board of Trustees – December 14, 2022

Purpose

Programs should be responsive to the needs of students and the community and focus on providing a quality educational experience. This policy regulates programs following the Westmoreland County Community College's Mission and the regulations of the Pennsylvania Department of Education.

Policy

The board of trustees shall approve changes for associate of applied science, associate of arts, associate of fine arts, associate of science, diplomas and certificates. This includes new programs, changes in programs, and deletion of programs.

3.3 Academic Guarantee

Policy approved by the Board of Trustees – October 23, 2002

Westmoreland County Community College believes that its instructional programs meet the needs of both graduates and employers by providing appropriate job-entry skills as stated in the competency profile for each associate in applied science degree program. In order to assure this level of performance by our graduates, the college shall provide a process which allows its graduates, whose skills or competencies do not meet stated expectations of employers, the opportunity to enroll for up to fifteen (15) additional credit hours of course work without tuition charge, subject to the following conditions.

The Degree

The graduate must earn an associate in applied science degree on or after May 2002. A minimum grade of C is required in courses covered by the guarantee. The assurances offered in this guarantee apply only to courses taken at Westmoreland County Community College within three (3) years prior to the date the associate degree was awarded.

The Employment

The employment must be full-time and the position must be certified by the appropriate academic division as directly related to the graduate's program of study. The initial date of employment of the graduate must be within one year of commencement date. The employer must certify, in writing, that the graduate is lacking entry-level skills identified from the competency profile of the associate in applied science degree program, and specify the area(s) of skill deficiency. This notification must be sent to the college within ninety (90) days of the graduate's initial date of employment.

The Procedure

The graduate will obtain from his/her employer the verification of hire date and a statement of specific technical entry-level skill deficiency. The graduate and the employer will complete a Request for Retraining Form (obtained from the Westmoreland County Community College Records Office) and submit it to the Admissions Office. The appropriate dean will facilitate the development of the educational plan for the graduate as outlined above.

3.4 Admissions

Policy approved by the Board of Trustees – October 23, 2002
Policy revised by the Board of Trustees – March 22, 2017
Policy revised by the Board of Trustees – January 23, 2019
Policy revised by the Board of Trustees - October 26, 2022

The Board of Trustees shall authorize the college administration to develop and institute policies and procedures pertaining to the admission of students to the college and limited enrollment programs.

Early Enrollment for High School Students

High school students who are 16 years or older and in their junior or senior years may earn college credit at Westmoreland by demonstrating potential for college-level work and securing a recommendation from their high school guidance counselors or principals.

High school students with a 2.5 cumulative grade point average on a 4.0 scale and who demonstrate readiness for entry into college-level coursework may enroll in College in the High School classes upon recommendation from their high school guidance counselor or principal.

Requirements for Regular Admission

High school graduates or those who hold a GED high school equivalency, HiSet, or DD 214 (certificate or discharge from active duty) are granted admission to the college. Individuals 18 years of age and older who have not earned a high school diploma or a GED, HiSet, or DD 214 are admitted to the college if they can demonstrate their ability to benefit from the college experience. After successfully completing 30 credits at Westmoreland County Community College (Westmoreland), they may be eligible to petition for a Commonwealth Secondary School Diploma. Forms for Commonwealth Secondary School Diplomas are available at the Department of Education, GED, Harrisburg.

Admissions to Specific Programs

In addition to the general requirements, some programs have specific admission requirements.

Students who do not meet the requirements for a specific program may become eligible after completing appropriate course work, however, they must finish the selective process.

Readmission

Former students who wish to return after a lapse of two years must submit a new Application for Admissions. A re-entering student who has attended any other institution since leaving Westmoreland must request that an official transcript from each school be sent directly to the Office of the Registrar.

3.5 Advanced Standing

Policy approved by the Board of Trustees – October 23, 2002
Policy rescinded by the Board of Trustees – October 24, 2018

3.6 Scholarship Program

Policy approved by the Board of Trustees – October 23, 2002

The President's Scholarship is to be awarded to any student who ranks in the top 10 percent of any graduating class of any Westmoreland County high school. The scholarship covers the cost of tuition for the academic year and requires full-time attendance. Eligible students must have graduated in the most recent graduating class.

The Westmoreland County Community College Trustees' Meritorious Scholarship is to be awarded to two students from each high school and career and technology center in Westmoreland County. The scholarship covers the cost of tuition for the academic year and requires full-time attendance.

3.7 Grading System

Policy approved by the Board of Trustees – October 23, 2002
Policy revised by the Board of Trustees – April 24, 2018
Policy revised by the Board of Trustees – May 23, 2018
Policy revised by the Board of Trustees – August 22, 2018
Policy revised by the Board of Trustees – April 28, 2021

The board of trustees shall authorize the college administration to develop and institute policies and procedures pertaining to grades.

Grading and Academic Record Symbols Policy

Purpose: As Westmoreland County Community College is dedicated to maintaining academic integrity and student success, this policy ensures compliance with federal Title IV guidelines, other college policies, and provides comprehensive assessment components. Further, it specifies the each course taken for academic credit will be assigned a final grade by the faculty who delivers instruction.

Scope: Credit bearing courses at Westmoreland County Community College

Policy: Courses shall be graded using the grading system established by Westmoreland County Community College and made available to students.

The grading and academic record symbols are as follows:

Evaluative symbols included in the grade point average

A – Excellent
B – Good
C – Satisfactory
D – Passing (Less than satisfactory)
F – Failing
N – Failing due to lack of academic-related activity

Evaluative symbols not included in the grade point average

P – Pass (At least satisfactory)
NP – No Pass (Less than satisfactory)
TA - Transfer in grade A
TB - Transfer in grade B
TC - Transfer in grade C
TD - Transfer in grade D
A^ - Course number under 100 with an A
B^ - Course number under 100 with a B
C^ - Course number under 100 with a C
F^ - Course number under 100 with a F
N^ - Course number under 100 with a N

Non-Evaluative symbols:

I – Incomplete
IP – In progress
RD – Report delayed
W – Withdrawal
M – Military withdrawal
MW – Medical withdrawal

Academic Forgiveness

Students returning to Westmoreland County Community College after a four-year absence may petition that the credits with D and F grades earned during their previous enrollment at the college be removed from the computation of the cumulative grade point average. This petition may be made only after completion of 12 additional college-level credits after the student returns with a grade point average of 2.0 or higher for these 12 credits. Once approved, previously earned credits with D and F grades are not used for calculating the student's grade point average, however, they remain on the transcript with an appropriate notation. Students should meet with the counselor or their faculty advisor to initiate the process. This is not included in the Satisfactory Academic Progress for federal financial aid, and is only applicable to the student's Westmoreland GPA.

Repeating Courses

Students may repeat courses; however only the grade and credits earned the last time will be included in the calculation of grade point average.

Incomplete Grades

"Incomplete" is appropriate when the student has completed most of the course requirements, and has contracted to make up the remaining or outstanding work. The grade of "incomplete" is given only at the discretion of the instructor if, in the instructor's judgment, the student has furnished satisfactory evidence that the work cannot be completed because of illness or other extenuating circumstances. The incomplete (I) automatically changes to an F grade if the work is not completed by the date specified by the instructor, not to exceed one semester.

Grade Appeal

All final grades posted on a student's grade report at the end of a semester are considered correct unless a question is raised within one year of its recording. Students should address inquiries or appeal to the instructor of the course within one year from the end of the courses.

3.8 Standards of Academic Progress

Policy approved by the Board of Trustees – October 23, 2002
Policy rescinded by the Board of Trustees – December 14, 2022

3.9 Academic Honors

Policy approved by the Board of Trustees – October 23, 2002

The board of trustees shall authorize the college administration to develop and institute requirements for recognition to the Dean's List and President's List for full and part-time students.

President's List/Dean's List

At the end of each semester, full-time students who have achieved a semester grade point average (GPA) of 4.0 are named to the President's List; full-time students who obtain a GPA between 3.50 and 3.99, with no D or F grades, are named to the Dean's List. Developmental courses are not included in the calculation of the GPA.

Part-time students who have achieved a GPA of 4.0 are named to the President's List. The GPA is calculated upon the completion of at least 12 credits, 24 credits, 36 credits, and 48 credits.

Part-time students who have achieved a GPA of 3.50 to 3.99 with no D or F grades are named to the Dean's List. The GPA is calculated upon the completion of at least 12 credits, 24, credits, 36 credits, and 48 credits.

3.10 Graduation Requirements

Policy approved by the Board of Trustees – October 23, 2002
Policy revised by the Board of Trustees – March 22, 2017
Policy revised by the Board of Trustees – October 25, 2017
Policy revised by the Board of Trustees – March 24, 2021
Policy revised by the Board of Trustees – October 27, 2021

The board of trustees shall authorize the college administration to develop and institute policies and procedures pertaining to graduation requirements for associate degree programs, diplomas and certificates.

To be eligible for graduation, all students must:

- Complete the requirements for their program of study as listed in the catalog in effect at the time of initial enrollment or any subsequent catalog including the current one.
- Earn at least 30 credits of degree requirements or 15 credits of diploma requirements at Westmoreland County Community College under faculty instruction and evaluation. This does not include transfer credits, credits awarded for CLEP and other standardized exams, and credit by exam or portfolio.
- Maintain a grade point average of 2.0 or higher in all course work.
- Fulfill all financial obligations to the college.

Note that developmental courses (those courses which have course numbers below 100) carry no quality points, may not be used to meet graduation requirements, and will not transfer to all senior institutions.

3.11 Graduation Honors

Policy approved by the Board of Trustees – October 23, 2002
Policy revised by the Board of Trustees – December 14, 2022

The board of trustees shall authorize the college administration to develop and institute policies and procedures pertaining to graduation with honors.

Students who have earned an overall grade point average of 4.0 are graduated "with highest honors." Students who have earned an overall grade point average of at least 3.75 and below 4.0 are graduated with "high honors." Students who have earned an overall grade point average of at least 3.50 and below 3.75 are graduated "with honors." Grade point average is calculated based only on college-level courses (100 level and above) taken at Westmoreland County Community College.

3.12 Additional Degrees

Policy approved by the Board of Trustees – October 23, 2002
Policy revised by the Board of Trustees – December 13, 2017
Policy revised by the Board of Trustees – March 24, 2021

The board of trustees shall authorize the college administration to develop and institute policies and procedures pertaining to awarding of additional degrees.

Students may earn two or more credentials provided the specific requirements listed in the curriculum for each program of study are met.

3.13 Code of Student Conduct

Policy approved by the Board of Trustees – January 25, 2017
Policy approved by the Board of Trustees – October 26, 2022

Purpose and Rationale

Westmoreland County Community College (Westmoreland) is a learning-centered college focused on student success thus a positive educational environment is imperative. In order to ensure the health, safety, protection, and positive learning environment, Westmoreland has established the Code of Student Conduct.

Westmoreland holds that the purpose of the policies regarding the student conduct and disciplinary process is to establish guidelines for the educational environment within the College. Further, Westmoreland views the student conduct in a holistic and developmental manner; thereby, seeking educational growth and development throughout the process.

Whereas Westmoreland is a learning-centered environment, every member of the campus community should familiarize themselves with the Code of Student Conduct, Student Handbook, and College Catalog.

Statement of Jurisdiction and Authority of Administration of the Code of Student Conduct

The following policies and procedures regarding conduct and disciplinary action are applicable to any Westmoreland location or function, the use of College properties, College-sponsored events and activities on or off campus. Westmoreland reserves the right to take any necessary and/or appropriate steps to protect the safety and well-being of the campus community. While Westmoreland's jurisdiction will generally be limited to conduct occurring on campus properties or at Westmoreland sponsored activities, a student who is charged with a crime as a result of off campus behavior, and who represents a risk to the reputation, health, or safety of the campus community may also be subjected to the Student Code of Behavioral Conduct disciplinary process. Finally, jurisdiction may be extended when a student, or student organization, commits a prohibited act off campus against a student, faculty, or employee of Westmoreland, or the College itself, when such an act is related to the student or accuser's status within the College.

The Vice President of Enrollment Management has been designated by the College President as the person responsible for implementing and enforcing the Code of Student Conduct. In cases where conflicts of interest arise, the Vice President of Enrollment Management's designee will coordinate the process.

Definitions

Student Rights and Responsibilities

All students have the basic right to have the freedom to learn, meaning that they are free to take advantage of the educational opportunities available to them both through the curriculum and co-

curriculum. This right is based on mutual respect and responsibility. When a student enrolls at Westmoreland, they agree to abide by all College policies and regulations. The violation of any rule within the Student Code of Behavioral Conduct could result in disciplinary action. Further, Westmoreland will abide by any and all state, local, and federal laws with the Commonwealth of Pennsylvania, Westmoreland County.

Standards of the Student Code

I. Westmoreland students are expected to positively contribute to the positive learning environment. Violations of this standard include:

   a. Engaging in behavior that is discriminatory, bullying, harassing, or abusive to any individual or groups of individuals on the basis of their gender, gender identity, race, color, creed, religion, ethnicity, age, marital status, military status, national origin, sexual orientation, and/or disability. Violations can occur through various modalities including email, texts, phone calls, social media, and/or in-person.
   b. Intentionally, or knowingly, engaging in conduct that endangers the life or property of another individual or entity. This includes the threat of harm, attempt of harm, or actual harm to oneself, another person, or the cause for a reasonable fear of such harm. Threatening behavior can include written statements, actions, gestures, etc., and can occur via emails, texts, phone calls, social media, verbally, in writing, and/or in-person.
   c. Engaging in conduct that is disorderly, lewd, or otherwise disruptive to the learning and/or educational process.
   d. Engaging in sexual contact with another person without consent. This type of conduct is referred to as sexual assault (Please Title IX Policy as a cross-reference).
   e. Stalking (including through social media), dating or domestic violence committed by one student against another that occurs on or off campus that negatively affects the learning environment of the student/s (Please reference Title IX Policy).
   f. Engaging in any act of hazing, or any other kind of initiation to any student organization or athletic organization.
   g. Engaging in retaliation of any kind.
   h. Unauthorized use of electronics or other devices that make audio, visual, or photographic recordings.
   i. Interfering with the normal operations of the College.
   j. Interfering with classroom instruction.

II. Westmoreland students are expected to preserve the health, safety, and welfare of the campus community. Violations of this standard include:

   a. Entering, or remaining, in any lab, classroom, office, building, or campus facility after closing time without proper authorization.

b. Use, possession, distribution, sale or purchase of illegal substances on college property or at college sponsored events.
c. Use, possession, sale, or purchase, of alcoholic beverages without following the procedures as outlined in the College's Student Drug and Alcohol Policy.
d. Use, possession, or sale of Illegal drugs (Please reference the College's Student Drug and Alcohol Policy)
e. Incapacitation due to the use or abuse of alcohol or a controlled substance, or appearing in an intoxicated or altered state on College premises, at College-sponsored events, or while officially representing the College - particularly when there is a danger to self, others, or property.
f. Operating a motor vehicle in a reckless manner.
g. Use, possession, sale, purchase or concealment of any firearms, licensed or unlicensed, including BB/Pellet guns, sling shots, and sharp edged objects which can be used as weapons, explosives or dangerous chemicals.
h. Theft, willful defacement or willful destruction of college property or personal property of others.
i. Theft, including, but not limited to intellectual property such as work products and computer software, either physically or through unauthorized invasion of computer files.
j. Using another person's ID to gain access to the data communications network or the Internet.
k. Using the data communications network for private or personal business or for any other purpose which is inconsistent with the research or instructional needs of the college.
l. Failure to identify oneself when requested to do so by a College Administrative Official, Security Officer, Faculty, or Staff member.

III. Westmoreland students are expected to observe the rules, regulations, policies, and procedures of the College and local, state, and federal laws. Violations include:

a. Knowingly engaging in behavior that is disruptive to the educational process, both inside the classroom and out. Examples of this conduct include conduct that disrupts College activities, such as blocking entrances and exits to classrooms, or conduct that infringes on the rights of others, or organizing such conduct.
b. Unlawful gambling
c. Underage possession or consumption of alcoholic beverages.
d. Possessing, distributing, or using illegal drugs, or prescription drugs not prescribe by a medical doctor for one's use.
e. Withholding, or intentionally giving false information to a college official.
f. Forging, altering, or misusing any College document, i.e. transcripts, diplomas, etc.

g. Violating any federal, state, or local law on or off campus at a college-sponsored event.
h. Failing to comply with College policies as outlined in the College Catalog and/or Student Handbook.

Procedures for Dealing with Violations to the Code of Student Conduct

The Vice President of Enrollment Management, or their designee handles all violations of the Code of Student Conduct.

Reporting a Violation

1. Any student, faculty member, College official, College employee, or member of the campus community may file a charge(s) of misconduct against a student.
2. All alleged violations should be submitted in writing within two weeks of the point in which the violation was known to occur.

Investigation an Alleged Charge of Misconduct

1. Upon receiving a charge of misconduct, an investigation of the charge will occur.
2. The investigation will typically include an interview with the person within the campus community filing the charges of misconduct, the complainant, or victim, possibly witnesses, and finally, the respondent, or the student who the charges of misconduct were filed against.
3. Temporary Suspension- The Vice President of Enrollment Management, or designee may suspend the student from the College for an interim period pending disciplinary proceedings.
   a. The time period should be clearly defined, i.e., two days, three days, etc.
   b. The Temporary Suspension may come immediately effective without prior notice if needed to conduct further investigation of the alleged violation.
   c. The student suspended on a temporary basis will have an expedited Conduct Hearing (within five business days).
      i. If insufficient evidence is found prior to the first Conduct Meeting, and further investigation is needed, then the temporary suspension may continue until the next Conduct Meeting.
4. As a result of the investigation, the College may:
   a. Dismiss the allegations as unfounded, or
   b. Administer disciplinary act as deemed appropriate based upon the severity of the violations.
      i. If the investigation yields that disciplinary actions are needed, the respondent will be informed in writing and asked to meet with the Vice President of Enrollment Management, or designee for a Conduct Meeting.

Disciplinary Actions

1. As aforementioned, the respondent will be informed of the alleged violation of the Student Code of Behavioral Conduct in writing, and subsequently scheduled for a Conduct Meeting.

2. During the Conduct Meeting, the respondent will have the opportunity to present their side of the alleged violation.
3. All steps will be taken to resolve the charges through mutual agreement and to determine the appropriate disciplinary actions. Steps to resolve the conduct violations could include mediated discussions with students and/or faculty, letters of apology, and letters of corrective action. A written summary will be provided at the conclusion of any mutual agreement.
4. If a mutual agreement is not reached, then the student will receive notification of disciplinary action within three (3) working days.
5. Disciplinary actions can include, but are not limited to:
   a. Educational Sanctions - A student may be assigned a paper, a project, and/or readings which must be completed within a prescribed timeframe and are designed to help students who violate the Code of Conduct reflect and learn from their violations.
   b. Probation - Terms of probation may include restricted access to designated areas of campus (e.g. Cafeteria, Library, etc.) and/or restricted participation in College activities or athletics. If a student violates the restrictions imposed, or becomes involved in any other violations of conduct while on disciplinary probation, additional sanctions may be imposed after a meeting with the Vice President of Enrollment Management, up to and including suspension or dismissal from the College. Probationary notice is to be given to the student in writing with the terms of the probation and the rationale carefully detailed.
   c. Written Warning - A Written Warning is a letter from the Vice President of Enrollment Management to a student found in violation of the Code of Student Conduct. The specific violation is to be stated in the letter along with a rationale for why it violates the Code of Student Conduct, and it will be copied to the President of the College.
   d. Restitution - Any student found in violation of the Student Code of Behavioral Conduct that has an associated expense to the College or members of the campus community may be required to make financial restitution to all parties involved. Failure to do so within a given period of time could result in further disciplinary action.
   e. Monetary Fines - Monetary fines could be imposed in cases where deemed necessary.
   f. Community Service- an unpaid service to the benefit of the campus community, or community at large. Failure to comply within a given period of time could result in further disciplinary action.
   g. Dean's Hold - A hold applied to the student's account that prohibits all academic and financial transactions without the consent of the Vice President of Enrollment Management.
   h. Mandated referral to an evaluation by psychologist, or mental health professional.
   i. Withdrawal for a Course - The Vice President of Enrollment Management, or designee, may choose to withdraw a student from a course or transfer them to another section.
   j. Classroom Removal - A faculty member may temporarily remove a student from class who disrupts the educational environment. If the faculty member removes the student for more than one class session, he/she will submit a written report within 48 hours of the incident for review by the Vice President for Enrollment Management. A Conduct Meeting will be scheduled on a priority basis and decisions as to whether or not a student can return to class will be made in consultation with the faculty member.

k. **Suspension -** Suspension shall be a specific period of time in which a student is prohibited from enrolling at the institution. Typically, a student who is suspended will receive a "W" for all of his/her courses.

l. **Expulsion -** Expulsion is the immediate removal of a student from the College prohibiting future enrollment at the institution. Typically, a student who is suspended will receive a "W" for all of his/her courses.

Appeal Process

A student who wishes to appeal the decision concerning a violation of the Student Code of Behavioral Conduct must appeal the decision by filing a written appeal with the Judicial Board within 10 business days of the decision.

Judicial Board: The Judicial Board has been designed to treat adjudicated incidents of violation of the college rules and regulations by students who appeal the decision made by the college. Such incidents exclude behavior that can be defined as academic in nature. Appeals can only be forwarded to the Judicial Board for consideration if there is: (1) additional information not available for initial consideration; (2) extenuating circumstances not made known; (3) an error or irregularity in the Code of Conduct process.

The Judicial Board shall consist of five members, which will include three student representatives selected and approved by Student Government Association and one faculty and one staff appointed by the Vice President of Enrollment Management.

Procedures: All appeals made in connection with a nonacademic matter will be forwarded to the chairperson of the Judicial Board.

1. The appeal must be presented in written form, and should include all facts. This should include particular dates, times, actions, and people involved.
2. All parties asked to appear at the hearing will be given five business days' notice of the hearing. They will also be given a written statement of charges and the procedure which will be followed in the hearing. In order for a hearing to take place, a quorum of three members must be present with at least one of whom must be faculty and/or staff. The Judicial Board will assume responsibility for its procedural operation which will include electing a chairperson and conducting hearings according to the following guidelines:
    a. Hearings shall be conducted in private.
    b. Admission of any person, not a party to the hearing, shall be at the discretion of the chairperson.
    c. The complainant and/or the accused student are responsible for presenting his or her own case.
    d. Both the student and complainant shall have the right to present witnesses and shall have the opportunity to cross examine the other's witness.
    e. Relevant records, exhibits and written statements may be admitted as evidence for consideration by the Judicial Board, at the discretion of the chairperson. These records, exhibits and written statements must be submitted to the chairperson at

least three days before the Judicial Board meets.

f. Formal rules of civil and criminal procedures, and/ or technical rules of evidence, will not be strictly applied in Judicial Board proceedings.
g. There shall be a transcript of the hearing, provided by the college, in the form of an electronic recording. No unauthorized recording devices will be permitted in the room. The record shall become the property of the college.
h. After the hearing, the Judicial Board shall meet in closed session to determine, by majority vote, whether the student's appeal should be upheld and/or to determine a different sanction.
i. All proceedings presented to the Judicial Board should be kept confidential.
j. The Judicial Board's decisions and recommended sanctions shall be prepared in writing within five business days and directed to the Vice President of Enrollment Management. The decision of the Judicial Board is final.

3.14 Drug and Alcohol

Policy approved by the Board of Trustees – August 24, 2016
Policy approved by the Board of Trustees – October 26,2022

Westmoreland County Community College is committed to providing a safe and healthy environment for students, employees, and community members. This includes the College and its Centers being an alcohol/drug free environment.

Alcohol and Drug Use

In compliance with the Drug-Free Schools and Communities Act and Drug-Free Schools and Campus Regulations (34 CFR Part 86), students are encouraged to read and understand all information pertaining to the College's drug and alcohol abuse prevention policies and programs.

Alcohol

The College maintains the following guidelines pertaining to alcoholic, or otherwise intoxicating, beverages:

1 The use of alcohol, or other intoxicating beverages, is prohibited in college classroom, laboratories, faculty and administrative offices, libraries, computer labs, athletic facilities, and all other public campus areas. However, with prior consent of the Board of Trustees and the President, the provisions herein may be waived with respect to any specific affair that is sponsored by the institution and/or the Westmoreland County Community College Foundation. State law will be enforced at all times on college property as it pertains to the possession and consumption of alcoholic beverages.
2 The College will not sponsor student events which focus primarily on the consumption of alcohol.
3 Alcoholic beverages are not permitted at any student event held on the college campus.
4 Students seeking assistance or educational materials about alcohol should contact the Counseling personnel found in Student Success Services in the Student Achievement Center on the Youngwood Campus.

Controlled Substances

The College maintains the following guidelines in compliance with the Drug-Free Schools and Communities Act and the Drug-Free Campus regulations (34 CFR Part 86):

1 No student shall, or attempt to, possess, manufacture, deliver, distribute, sell, purchase, use, or be under the influence of controlled substances, abuseable volatile chemicals, dangerous drugs as defined by state and federal law, steroids, "designer drugs" (i.e., substances such as the inappropriate/illegal use of prescription drugs, use of inhalants, use of herbal, natural, or look-alike controlled substances), any other intoxicating or mood-altering substance, or behavior altering drugs at the College, on the College property, or while attending on-campus or off-campus College sponsored activities.
2 Possession of any pipe, syringe, hypodermic needle, or any instrument adapted for the use of smoking, injecting, or ingesting any narcotic or hallucinatory drug is strictly prohibited.

3 College officials will cooperate with local, state, and federal authorities to ensure compliance with laws for unlawful use, possession manufacture, distribution or sell of illicit drugs or alcohol and will advise students that convictions or violations of these laws can lead to fines and/or imprisonment.
4 Students seeking assistance or educational materials regarding drugs and other controlled substances should contact the Counseling personnel located in Student Success Services in the Student Achievement Center on the Youngwood Campus.

Violations

Students who violate the drug and alcohol policy are subject to disciplinary action as stated in the student Code of Conduct. Further, they may be subject to legal sanctions if convicted of a crime or offense.

Legal Sanctions for Possession, Use, and Sale of Illegal Drugs and Alcohol

Alcohol

Pennsylvania Liquor Code, 47 Pa., C.S.A., 1-101 controls the possession, sale, and consumption of alcoholic beverages in the Commonwealth of Pennsylvania. Conviction of offenses or crimes related to the Pennsylvania Liquor Code may result in the imposition of a fine, suspension of a driver's license, and/or imprisonment.

Drugs

Federal law, i.e., the Controlled Substances Act, and state law, i.e., the Pennsylvania Controlled Substances Act, establish five schedules of controlled substances based on level of danger and medical use, and penalties of offenses related to each schedule. Conviction of crimes or offenses pertain to the five schedules of controlled substances may result in fines or imprisonment.

References

http://www.lcb.state.pa.us/PLCB/index.htm http://www.dmv.pa.gov/Information-Centers/Laws-Regulations/Pages/DUI- Legislation.aspx#.

VpgGE7YrLcs https://www.dea.gov/druginfo/ds.shtml

3.15 Satisfactory Academic Progress

Policy approved by the Board of Trustees – February 28, 2013
Policy revised by the Board of Trustees – March 10, 2016
Policy revised by the Board of Trustees – August 3, 2016
Policy revised by the Board of Trustees – May 5, 2017
Policy revised by the Board of Trustees – March 28, 2018
Policy revised by the Board of Trustees – May 26, 2021

The Higher Education Act of 1965, as amended by Congress, mandates that institutions of higher education establish standards of "Satisfactory Academic Progress" (SAP) for students receiving federal financial aid. These standards apply to all Federal Title IV aid programs. The Satisfactory Academic Progress (SAP) standards apply to all students seeking federal Title IV financial aid, regardless of whether a student has received Title IV financial aid in the past. Federal regulations require that all students receiving federal financial aid make continued progress in their educational programs and toward their educational goals. (CFR 34 668.34).

Federal financial aid programs include:

- Federal Pell Grant
- Federal Supplemental Opportunity Grant (SEOG)
- Federal Direct Student Loans (including Parent Loans)
- Federal Work Study

Institutional financial aid programs that follow this policy include:

- Westmoreland County Community College Scholarships
- Other financial assistance programs awarded by Westmoreland County Community College

IMPORTANT: Students may be academically eligible to continue to take courses at Westmoreland, but be ineligible for federal financial aid.

Program of Study

A student must declare an eligible program of study to be eligible to receive federal financial aid.

Process of Determining Satisfactory Academic Progress (SAP):

In accordance with the HEA regulations, the Financial Aid Office will monitor SAP after grades are posted at the end of each term (fall, spring, and summer).

Satisfactory Academic Progress (SAP) Standards:

- Qualitative Standard (Cumulative Grade Point Average) –A student must maintain a minimum cumulative grade point average of 2.0. Cumulative GPA is calculated by dividing the total number of quality points earned by the total credit hours attempted for which the student received grades. Credit hours attempted will be cumulative and will include all hours for which the student was enrolled as of the census date, defined as the day following the last day for registration and payment as outlined in the College catalog, of each academic term, or for which the student received a grade.

- Quantitative Standard (Completion Rate) –A student must maintain a minimum cumulative completion rate of 67%. A student's completion rate can be calculated by dividing the number of credit hours completed by the number of credit hours attempted. Transfer credits should count as both attempted and completed credits.
- Maximum Timeframe –A student must successfully complete the program of study within its timeframe. Federal regulations specify that the timeframe may not exceed 150% of the published length of the program. When students exceed the timeframe for their programs of study, they are no longer eligible to receive financial aid. However, students can submit an appeal to have their eligibility extended if there are extenuating circumstances

Satisfactory Academic Progress Review

Students are evaluated at the end of each academic term (fall, spring and summer). A student with a status of Unsatisfactory may either appeal to have their financial aid eligibility reinstated, or may notify the Financial Aid Office when they are meeting the Satisfactory Academic Progress policy. The appeal procedure is detailed in the College catalog. The review process will assign a status for each student of:

- SATISFACTORY: Student has met progress standards and is eligible for aid for the following semester or academic year.
- WARNING: Student has not met progress standards, but may continue receiving federal aid. Student is encouraged to seek tutoring to assist with the improvement of his/her GPA and progress. A student in the 'Warning' category is calculated based on cumulative evaluation through prior term enrollment.
- UNSATISFACTORY: Students who fail to meet the conditions of a Warning, which are to maintain a minimum cumulative GPA of 2.0 and a minimum cumulative completion rate of 67%, will be placed on Unsatisfactory. Students who are placed on Unsatisfactory forfeit their financial aid.
- MAXIMUM TIME-FRAME: A student is no longer eligible to receive Federal or State financial aid due to having exceeded the maximum allowed credits for earning his/her program of study. Students submitting a Maximum Time Frame Appeal must include an Academic Plan reflecting the date for completion of their program of study. The advisor or counselor must sign the academic plan prior to submittal.
- PROBATION: Probation occurs when students on Unsatisfactory or Maximum Time Frame have had their SAP appeal and Academic Plan approved by the Satisfactory Academic Progress Appeal's Committee for financial aid reinstatement. Students in the status of probation will have their financial aid eligibility reinstated for one more semester. A student on probation may not receive aid for the subsequent payment period unless:
  - The student is now meeting the financial aid Satisfactory Academic Progress policy at the end of the probation period (semester); or
  - The student adheres to the financial aid student academic plan.
- CONTINUED PROBATION: Students may remain on Continued Probation status for as long as needed to raise their cumulative GPA above a 2.0 as long as they maintain a 2.3 term GPA each semester and complete at least 6 credit hours in the Fall and Spring, and 3 credit hours in the

Summer. Students with a completion rate of less than 67%, must complete all attempted classes taken during the probation period to remain on continued probation. That means that each continued probation student would have to make a 2.3 GPA in the classes they are currently enrolled in and not withdraw or make failing grades. The student will be cleared from probation when their cumulative GPA reaches a 2.0 or higher and/or their completion rate is 67%.

- DENIED: If the appeal is denied by the SAP Appeal's Committee, no further financial aid will be awarded to the student until the conditions of the SAP policy have been met. The student will be responsible for the payment of all tuition, fees, book charges, and any other costs associated with enrollment.

Appeal/Review Deadlines

Students wishing to appeal their SAP status of 'Unsatisfactory' must submit their SAP appeal form with submitting documentation to the Office of Financial Aid no later than the Census date for each term. Please refer to the academic calendar for this date.

Regaining Eligibility

If a student fails to meet the satisfactory academic progress standards, but meets the standards later at some point, the student can once again be eligible to receive federal Title IV. In such cases, financial aid eligibility will begin with the academic semester after which the student re-establishes progress. It is the student's responsibility to contact the Westmoreland Financial Aid Office after completing coursework that allows the student to regain eligibility for financial aid.

Remedial Coursework

Remedial credits do count for the pace/completion calculation for Satisfactory Academic Progress, but are not included in the calculation of cumulative GPA, or Maximum Time Frame. Note: Maximum of 30 attempted Remedial credits are funded with federal financial aid. This restriction holds for all the federal grants and loans described on this site. You can, however, still receive federal financial aid payments for credit bearing course work, subject to your ability to meet the Satisfactory Academic Progress Policy.

Repeated Courses

All Repeated courses will be counted in the total number of attempted credits for SAP calculation. A student who passes a course (with a letter grade of D or higher, may retake the class one additional time and receive financial aid for that course.

Incompletes

Courses with an "I" (incomplete) will be considered as courses attempted, but not successfully completed. Although Westmoreland's academic policy provides students up to an additional semester to complete an incomplete (I) grade, one or more "I" grades can adversely affect the Minimum 67% Pace of Completion component of the Satisfactory Academic Progress Policy.

Withdrawals

Courses with a W (withdrawal), MW (medical withdrawal), and M (military withdrawal) will be considered as attempted courses, but not successfully completed courses. Courses with a W grade will be included in the quantitative standard (completion rate), but will not be included in the qualitative standard (cumulative grade point average) calculation of the SAP Policy.

Academic Forgiveness

Students who qualify for academic forgiveness will have a notation on their transcript indicating academic forgiveness and these courses will not be included in their Westmoreland GPA. These courses will still be included in both the qualitative and quantitative standard calculations and will also be included in the maximum time frame calculation for SAP

Transfer Credits

Transfer credits accepted by Westmoreland County Community College will be included in overall attempted credits, but not the GPA calculation. Attempted credits will be used in the calculation of Maximum Time Frame and Completion rate.

Change in Program

A change of program does **not** "reset" SAP. All attempted and completed credits are used when calculating GPA, Completion Rate, and Maximum Time Frame. Students must make sure that they have their correct program of study "active" on their school record and must only take coursework that is required to complete that program of study. SAP evaluation is completed on the most recently added, highest level, "active" program on a student's record.

Self-Paid Enrollment

All periods of enrollment at Westmoreland must be included when calculating SAP regardless of whether or not federal financial aid was previously received.

Notification

Students will be notified via the student's Westmoreland email account. It is also the responsibility of the student to be aware of these guidelines and his/her academic progress in his/her educational program.

State Grant Academic Progress

Academic progress requirements for state grant programs can vary from the federal academic progress policy. Academic progress requirements for the Pennsylvania State Grant are communicated directly to recipients with their state grant notification by PHEAA (Pennsylvania Higher Education Assistance Agency); questions about appeals for Pennsylvania State Grant eligibility must be directed to PHEAA at 1-800-692-7392 or www.pheaa.org.

3.16 Student Email Policy

Policy approved by the Board of Trustees – January 25, 2017
Policy revised by the Board of Trustees – May 22, 2019

Westmoreland County Community College (Westmoreland) provides electronic mail (E-Mail) resources to support an environment conducive to teaching and learning; specifically, to assist students in their educational endeavors, to encourage communication and engagement with peers, faculty, and staff, and to provide a primary mode of communication to the Westmoreland community.
A student's Westmoreland e-mail account will serve as the official e-mail account through which the College will communicate when communicating via e-mail.
The following policy is in place to ensure the proper use of Westmoreland student e-mail accounts. Policy violations will be investigated by designated Westmoreland officials, and may result in actions including the loss of computer privileges, or appropriate legal action if acts constitute a civil or criminal offense.
This policy encompasses all use of student e-mail regardless of the platform.

Acceptable Use

- A means of communication between faculty, staff, and students.
- As a method of sending and receiving important notifications and information.
- As a tool for collaboration in the instructional process.

Prohibited Use

- Sending documents that include forgery, plagiarism, or violations of copyright laws.
- Sending or forwarding e-mails that are obscene, abusive, threating, or otherwise harassing.
- Using the e-mail system to violate a law or regulation, or that encourages illegal activity.
- Knowingly, or recklessly transmitting email messages that contain viruses, worms, spyware or any form of malware.
- Use of e-mail that interferes with other's ability to conduct institutional business.
- Use of e-mail that will effect direct costs to the institution or for commercial purposes and/or personal financial gain.
- Providing a third party with an individual's e-mail address or a list obtained from within the institutional system without express written permissions.

Termination of Student E-Mail

- Westmoreland students will not have their e-mail terminated unless separated from the college due to suspension or expulsion.

Disclosures

- Students have no individual rights to privacy with regard to a student Westmoreland E-mail account.
- The college has the right to review sent or received e-mails at any time for monitoring purposes or for purposes related to institutional business. Westmoreland reserves the right to access and disclose the contents of a student's e-mail without consent of the user to the extent permitted by law. This will occur when Westmoreland believes it has a legitimate business or legal need

and after proper authorization has been obtained from the appropriate authority at Westmoreland.

- Westmoreland may monitor e-mail communications at any time, if it is deemed necessary.
- Westmoreland reserves the right to access, review, and disclose the e-mail addresses of students to the extent required by the PA Right to Know laws, and allowed by the Family Educational Rights and Privacy Act of 1974 (FERPA).

3.17 Residency Policy

Policy approved by the Board of Trustees – June 28, 2017
Policy revised by the Board of Trustees — January 23, 2019
Policy revised by the Board of Trustees – October 26, 2022

Residency requirements are established for the purposes of assessing tuition and fees. Residency is determined on a student's true and fixed home, and for a dependent student (as defined by the IRS) is determined by the parent's residence.

Commonwealth of Pennsylvania Residency
To establish residency in the state of Pennsylvania, you must demonstrate continuous residence for twelve consecutive months prior to registration at Westmoreland County Community College.

Documentation must be received prior to the start of the term.

Westmoreland County Residency
To establish residency in Westmoreland County, a student must demonstrate continuous residence for at least four months. Documentation of proof of residency must be received prior to the start of the term.

Exceptions may be made for students moving into Westmoreland County if they can provide documentation that demonstrates an intent to remain in Westmoreland County. These exceptions may include a move due to employment, or parent's employment or for other purposes than attending college full-time. All documentation of proof is necessary. Further, a student may also need to demonstrate financial independence as a part of establishing residency.

Additional exceptions can be made whose status indicates that they are in or transitioning out of child welfare or juvenile justice systems.

Veterans and their Dependents (House Bill 131)
Westmoreland County Community College allows veterans, their spouses, and dependent children; military personnel, their spouses, and their dependent children; and civilian personnel working on a military base, their spouses, and their dependent children, who are admitted to a community college, to be charged the in-state, in-county rate, provided that the student is a resident of the state on the first day of the semester.

County Corporate Sponsorship
Westmoreland County Community College allows students whose residency is out-of-county, but who are employed by a company located in Westmoreland County that offers a tuition payment plan, to pay in-county rates as long as the Human Resources department of the company verifies this each semester by letter on company's letterhead and tuition payment plan.

Documents for Residency

- PA Driver's License showing current address
- PA State ID Card with current address and issue date
- Voter Registration Card
- Utility bills in student's name
- Documentation from employers

3.18 Withdrawal

Policy approved by the Board of Trustees – March 22, 2017
Policy revised by the Board of Trustees – January 23, 2019

A student who wishes to initiate the course withdrawal process should talk with their instructor and/or their advisor or counselor. The withdrawal period begins at the end of the drop period that is typically after the third week of class, or at the 20% point in their course. From the 20-75%, a student may withdraw from a course by completing an official withdrawal form. An official W (withdrawal) grade will be noted on the transcript. After 75% of the course, students may only withdraw with the exception of an excused withdrawal.

For an excused withdrawal, such as a medical withdrawal or a withdrawal due to extenuating circumstances, a student may request a withdrawal at any point in the semester with supporting documentation. The Director of Student Success, Director of Admissions and Registrar, or Dean, must review the documentation, and provide a recommendation to the appropriate Vice President.

3.19 Establishment of an Institutional Review Board

Policy approved by the Board of Trustees – January 22, 2014
Policy approved by the Board of Trustees – December 14, 2022

To assure the protection of human subjects and to comply with federal law including the 45 CFR 46 statute, Westmoreland County Community College requires researchers to submit proposals for studies involving human subjects to the college's Institutional Review Board (IRB) for review and approval prior to commencing with the proposed study.

3.20 Animals on Campus

Policy approved by the Board of Trustees – June 28, 2017
Policy revised by the Board of Trustees – October 26, 2022

Introduction

Westmoreland County Community College strives to create a safe environment conducive to learning. As such, the Westmoreland campus community, in accordance with applicable state and federal laws, outlines the requirements for accessibility, behavior, and treatment of animals on campus.

Scope

The policy applies to all students, employees, and visitors to the Youngwood Campus or Centers.

Policy

1. All domestic animals on College property, including open space, athletic fields, playing fields, and intramural areas, must be leashed and under personal control of the owner at all times. Animals are not to be tied or secured to trees, posts, shrubs, and/or left unattended. Each owner is responsible for his/her animal, including clean-up.
2. To protect public health and safety, animals are not permitted in College buildings, subject to the followings exceptions:
   a. A service animal assisting an individual with a disability:
      i. The service animal must be under the control of its handler. Where it is not readily apparent that an animal is a service animal, the College may ask if the animal is required because of a disability and what work or task the animal has been trained to perform.
      ii. Westmoreland may exclude a service animal if the animal is not housebroken; would pose a direct threat to the health, safety, or property of others that cannot be reduced or eliminated by reasonable accommodation; is out of control and the individual does not take effective action to control; would fundamentally alter the nature of a program or activity; or is not being cared for by the individual.
      iii. Westmoreland is not responsible for the care or supervision of service animals.
      iv. Individuals handling the service animals are responsible for the control of their animals at all times and for ensuring the immediate clean-up and proper disposal of all animal waste. Individuals must comply with all applicable laws and regulations, including vaccination, licensure, animal health and leash laws.
      v. Westmoreland may impose charges for damages caused by a service animal in the same manner the College imposes charges for damages to property,
   b. A service animal or professional therapy dog accompanied by a qualified handler or professional trainer in certain areas open to the general public, subject to the restrictions and requirements set forth in the applicable Pennsylvania state statutes;
   c. Animals used as part of an academic, or college sponsored, program.

3. Emotional support animals are not allowed on campus without prior approval. If a student has a diagnosis that is included in Section 504 of the Rehabilitation Act of 1973 or Title II of the American with Disabilities Act, then the support animal will be considered in the request for accommodations that is coordinated by the Counselor for Disability Services. Students must follow the accommodation request process
4. All animals on Westmoreland's campus must have current vaccinations evidenced by a tag on the animal or a vaccination certificate in the immediate possession of the owner.
5. A control agency will be called to remove and impound disruptive, aggressive, unattended or at-large animals. All animals are subject to the applicable county and/or borough codes regulating animals.

Definitions

Service Animal: A "service animal" is one that is individually trained to do work or perform tasks for the benefit of an individual with a disability, and the work or tasks performed by the animal are directly related to the individual's disability. This definition encompasses all "service animals" as defined by the applicable regulations to the Americans with Disabilities Act.

Domestic Animal: Domestic Animals are those species of animals that normally and customarily share human habitat and are normally dependent on humans for food and shelter, including dogs, cats, and other common domestic animals, but not including feral or wild animals. Service Animals are not considered Domestic Animals for the purpose of this policy.

3.21 Transgender Student Policy Related to Gender Identity and Expression

Policy approved by the Board of Trustees – August 24, 2016
Policy approved by the Board of Trustees – October 26, 2022

Westmoreland County Community College has created policies intended to provide direction for people on campus with varied gender expressions.

Purpose

This policy sets forth guidelines to address the needs of transgender, non-binary and gender non-conforming students. Westmoreland Community College is committed to creating a safe campus environment for transgender, non-binary & gender non-conforming students. This policy cannot anticipate every situation that might occur with respect to transgender, non-binary & gender non-conforming students as the needs of each individual must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of transgender, non-binary & gender non-conforming students while maximizing integration and minimizing stigmatization of the individual. Students who are considering or are in the process of transitioning to the gender they identify with, should consult with their campus Student Success staff for guidance and assistance with their transition in the campus environment. Likewise, any transgender, non-binary & gender non-conforming student who believes they have been discriminated or retaliated against, for any reason, should contact the College Title IX Officer.

Scope

This applies to credit and noncredit College students.

Names & Pronouns

Using appropriate names and pronouns is an important way of establishing norms of respect with the students.. For everyone, using appropriate names and pronouns signals your willingness to be inclusive. A student has the right to be addressed by the name and pronoun that corresponds with an individual's gender identity. A court-ordered name or formal surgical or medical gender change is not required. Additionally, transgender students have the right to dress in a manner consistent with their gender identity, consistent with College policy.

Privacy

All students have the right to discuss their gender identity openly, or to keep that information private. College administrators, faculty and staff should not disclose information that may reveal an individual's transgender, non-binary and gender non-conforming presentation to others unless or until the individual student requests or consents to such disclosure.

OFFICIAL STUDENT RECORDS

Legal Name Change

If a student has legally changed their name,then legal documentation must be provided so that academic records can be updated accordingly. Students can refer to the Student Handbook or the Student Portal for additional procedures.

Preferred Name Change

The college recognizes that as a community many of its members use names other than their legal names to identify themselves. The college acknowledges that a "preferred name" can and should be used wherever possible in the course of college business and education. To foster a College environment that is inclusive and that encourages self-expression, Westmoreland has established guidelines whereby any current student may use a chosen first name on campus. We strive to have this name used wherever their legal names are required by law, industry standard, or strong business need.

Restroom/Locker Room Accessibility

Gender-inclusive (GI) restrooms are available in some campus buildings. Gender-inclusive restrooms provide a safe and comfortable facility for all, regardless of gender identity and expression. All students have a right to safe and appropriate restroom facilities,including the right to use the restroom that corresponds to the student's gender identity.

DEFINITIONS

Sex assigned at birth - The sex, male, female or intersex, that a doctor or midwife uses to describe a child at birth based on their external anatomy. Also referred to as biological or legal sex.

Gender Spectrum - The concept that gender exists beyond a simple man/woman binary model but instead exists on a continuum. Some people fall towards more masculine or feminine aspects, some people move fluidly along the spectrum, and some exist off the spectrum entirely.

Gender identity - One's innermost concept of self as male, female, a blend of both or neither – how individuals perceive themselves and what they call themselves. One's gender identity can be the same or different from their sex assigned at birth.

Cisgender - A term used to describe a person whose gender identity aligns with those typically associated with the sex assigned to them at birth.

Transgender - An umbrella term for people whose gender identity and/or expression is different from cultural expectations based on the sex they were assigned at birth. Being transgender does not imply any specific sexual orientation. Therefore, transgender people may identify as straight, gay, lesbian, bisexual, etc.

Non-binary - An adjective describing a person who does not identify exclusively as a man or a woman. Non-binary people may identify as being both a man and a woman, somewhere in between, or as

falling completely outside these categories. While many also identify as transgender, not all non-binary people do. Non-binary can also be used as an umbrella term encompassing identities such as agender, bigender, genderqueer or gender-fluid.

Gender non-conforming (GNC) - An umbrella term for those who do not follow gender stereotypes, about how they should look or act based on the female or male sex they were assigned at birth.

Gender-fluid - A person who does not identify with a single fixed gender or has a fluid or unfixed gender identity.

Gender expression - External appearance of one's gender identity, usually expressed through behavior, clothing, body characteristics or voice, and which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

Title - This includes a prefix such as "Mr.," "Mrs.," "Miss" and "Ms.", and "Mx." Legal Name - The name legally given to an individual, reflected on a birth certificate, a court order, or certificate of naturalization.

Preferred (or Chosen Name) - A chosen name (sometimes known as a preferred name, a nickname, or a name-in-use) is the use of a name, usually a first name, that is different from a person's legal name. There are many reasons why someone may use a chosen name.

Personal (or Preferred) Pronoun - Pronouns are how we refer to each other in the third person and serve as a reflection of gender identity and expression. Similar to using a chosen name, respecting the pronouns of a student, faculty or staff member supports a positive and inclusive campus culture. ie. She/Her/Hers, He/Him/His, They/Them/Theirs, Ze/Hir/Hirs.

3.22 Teaching Faculty Qualifications

Approved by the Board of Trustees – October 26, 2016
Policy approved by the Board of Trustees – December 14, 2022

Westmoreland College employs competent faculty qualified to accomplish the mission and goals of the institution.

Faculty members must meet the college's requirements, as outlined in the Faculty Qualifications Manual, to teach credit courses at Westmoreland College. These requirements include those of applicable professional accrediting and/or approval agencies.

Academic degrees presented for credentialing will be awarded from regionally accredited institutions. In the event that the faculty member is a graduate of an institution outside of the United States, a further review of credentials will be conducted at the applicant's expense to ensure appropriate academic preparation.

A limited exemption renewal may be granted to faculty on a semester by semester basis if qualified faculty in any course classification are not available to instruct courses. The academic dean and a mentor within the teaching discipline will work closely with the instructor to develop an instructional and professional development plan. Approval for a limited exemption will be submitted with accompanying documentation to the Vice President of Academic Affairs.

3.23 Nalaxone Use

Policy approved by the Board of Trustees – October 24, 2018

Purpose

Westmoreland County Community College hopes to prevent opiate-related overdose death by making naloxone (NARCAN) available on campus.

Definitions

Drug Overdose: For the purpose of this policy, drug overdose is defined as an acute medical condition, including, but not limited to, severe physical illness, coma or loss of consciousness, unresponsive, pinpoint pupils, blue lips and/or nail beds, clammy skin, and/or not breathing or slow, shallow breathing.

Opioids: Include illegal drugs such as heroin as well as prescription medications used to treat pain including, but not limited to, Morphine, Codeine, Methadone, Oxycodone (Oxycontin, Percocet, Percadan), Hydrocodone (Vicodin, Lortab, Norco), Fentanyl (Duragesic, Fentora), Hydronorphine (Dilaudid, Exalgo) and Buprenorphine (Subutex, Subozone).

Naloxone: Another name for the opioid antagonist, Naloxone Hydrochloride (Narcan, Evzio), which is an injectable or intra-nasal solution used to reverse the potentially fatal respiratory depression caused by opioid-related drug overdose. (Naloxone has no effect on non-opioid overdoses such as those involving alcohol, cocaine, or benzodiazepines.)

Policy

Westmoreland County Community College permits the administration of naloxone via nasal spray or injection to an individual if an individual is experiencing a potentially life threatening emergency. Such individuals will be protected by ACT 139. ACT 139 of 2014 establishes Good Samaritan immunity from criminal prosecution for individuals who call for help as well as the person whose overdose they report, in an emergency situation, use their real name, and stay with the overdosing person until EMS or law enforcement arrives. Act 139 establishes immunity from civil, criminal, or professional licensure liability for prescribing health care professionals, as well as for a "person" relating to their involvement with naloxone, so long as they act in good faith and with reasonable care, which are to be presumed if they have had the free training offered.

College personnel administering naloxone to any individual should immediately call 911 and follow all college procedures.

3.24 Transfer Credit

Policy approved by the Board of Trustees – October 24, 2018
Policy revision approved by the Board of Trustees – December 9, 2020

Westmoreland County Community College will observe the following provisions in accepting transfer credit from other postsecondary institutions.

The consideration of transfer credits or recognition of degrees will not be determined exclusively on the basis of the accreditation of the sending institution or the mode of delivery but, rather, will consider course equivalencies, including expected learning outcomes, with those of the College's curricula and standards.

Maximum

There is no limit on the number of transfer hours that can be accepted; however, 50% of the program must be taken at Westmoreland County Community College.

Transcripts

Before transfer credit is entered on the permanent record, a student must provide the college with an official transcript issued by the institution granting the credit.

Appeal Procedures

It is possible that errors in the articulation of course work, or omission of prior coursework can occur. In the event a student believes that this has happened, the appeal procedure is as follows:

A. Students should first contact the Records office to discuss the evaluation results and provide any additional documentation needed to assist with the review.

B. If the issue is not resolved, the student should complete the Transfer Credit Appeals form to the Registrar. The Registrar will communicate with the appropriate academic dean for further guidance and communicate the final decision to the student in writing within ten (10) working days. The decision is final.

C. Appeals must be submitted no later than four months after the completion of the initial evaluation.

3.25 Credit for Prior Learning

Policy approved by the Board of Trustees – October 24, 2018
Policy approved by the Board of Trustees – December 14, 2022

Students may earn academic credit in certain college courses if they have gained skills and/or knowledge from previous education, occupational training and experiences, and/or self-study. In some programs, students may be permitted to start at a more advanced level if they can demonstrate college-level competency substantively similar in nature and quality to the competency they would acquire in courses offered by the College. Please refer to the Credit for Prior Learning Handbook for specifics on earning this credit.

The areas, number of credit hours granted, and scores required on examinations will be reviewed annually and recommended by the Academic Affairs Committee.

No more than 50% of the program conferred by Westmoreland County Community College can be earned through credit for prior learning.

3.26 Credit Hour

Policy approved by the Board of Trustees – October 24, 2018
Policy revised by the Board of Trustees – January 23, 2023

Purpose

The purpose of this policy is to provide documentation regarding the College's procedure for determining credit hours awarded for on-ground, online, and blended courses pertaining to its programs and coursework. Credit hours may be calculated differently for other modes of instruction, such as labs, practicums, clinical, internships, and directed study. Programs should clearly state course objectives, learning outcomes, workload expectations, and credit hours awarded for these specific types of learning environments.

Regulations

The College complies with credit hour guidelines and policies set by the Pennsylvania Department of Education, the United States Department of Education, and the Middle States Commission on Higher Education.

The U.S. Department of Education defines a credit hour as

> "…an amount of work represented in intended learning outcomes and verified by evidence of student achievement that is an institutionally established equivalency that reasonably approximates not less than-
>
> (1) One hour of classroom or direct faculty instruction and a minimum of two hours of out of class student work each week for approximately fifteen weeks for one semester or trimester hour of credit, or ten to twelve weeks for one quarter hour of credit, or the equivalent amount of work over a different amount of time; or
>
> (2) At least an equivalent amount of work as required in paragraph (1) of this definition for other academic activities as established by the institution including laboratory work, internships, practica, studio work, and other academic work leading to the award of credit hours." (34 CFR 600.2)

At Westmoreland County Community College, the semester credit hour is the basic unit of academic credit. One semester credit is equivalent to one 50-minute faculty instruction time per week for 15 weeks, and a minimum of two hours of out of class student work per credit hour per week.

Credits Awarded	Minimum Contact Time per Week for 15 Weeks	Minimum Instructional Time over a 15-Week Period	Minimum Student Work Outside of Class Per Week
1	50 minutes	750 minutes	100 minutes
2	100 minutes	1,500 minutes	200 minutes
3	150 minutes	2,250 minutes	300 minutes
4	200 minutes	3,000 minutes	400 minutes
5	250 minutes	3,750 minutes	500 minutes

Westmoreland adheres to these credit hour requirements for on-ground, online, and blended classes regardless of the length of term.

3.27 Academic Readiness

Policy approved by the Board of Trustees – May 22, 2019
Policy approved by the Board of Trustees – March 23, 2022

Purpose

The purpose of this policy is to ensure a foundation of knowledge and competencies that will assist students in successfully pursuing and attaining an academic credential.

Definitions

College-Level Courses - A college-level course is a course that meets college-level standards. Credits earned in a college-level course apply toward the requirements of a certificate, diploma, or degree. These courses are numbered 100 and over and are calculated into the grade point average.

Developmental Courses - A developmental course is a course designed to prepare students for entry into college-level courses. Developmental course credits do not apply toward a certificate, diploma, or a degree. These courses are numbered below 100 and are not calculated into the grade point average.

Policy

Placement is required of full-time and part-time credential-seeking students, visiting high school students, some visiting college students and non-credential seeking students upon completion of 12 credit hours.

English Placement is determined based on PA high school GPA and/or interview with an advisor. Rubrics are available during placement assessment and educational planning.

Math Placement will be determined based on the score of a standardized test. Rubrics are available during placement assessment and educational planning.

College-Ready students (those who don't need to test) include:

- Students who have an associate or bachelor's degree from an accredited college and have submitted official transcripts.
- Visiting college students with approval from their home institution may enroll in the approved course.
- Students transferring into Westmoreland with official transcripts with courses in composition and mathematics may be exempt from placement.
- Students with SAT or ACT scores from within the previous five years that demonstrate college readiness. Rubrics are available during placement assessment and educational planning.
- Students with a GED or HiSet score meeting specific scores in the last 5 years. Rubrics are available during placement assessment and educational planning.

Appeal Process

Students will be informed of an appeal process if they are dissatisfied with placement in composition or mathematics. Exceptions to placement may be granted by the appropriate dean or designee.

Process for Amending

The Westmoreland data team will review results annually. If changes are recommended based on solid data, the proposal will be presented first to the deans meeting and shared with faculty. Approval is required by Academic Affairs. The process is implemented by Student Services and data is collected by Institutional Research to be shared with the data team.

3.28 Credit Overload

Policy approved by the Board of Trustees – May 22, 2019
Policy revised by the Board of Trustees – December 14, 2022

Students who wish to take more than 19 credits must submit a Credit Overload Petition prior to registration. The request will be forwarded to the Vice President of Academic Affairs for approval. Students must indicate their reason for request, proposed class schedule with overload, and the extent of non-academic obligations. Unofficial transcripts and anticipated class schedule must also be attached to the petition.

3.29 Anti-Hazing

Policy approved by the Board of Trustees – May 22, 2019

References: Pennsylvania Senate Bill 1090, amending Title 18 of the Pennsylvania Consolidated Statutes by adding a chapter Chapter 28, Anti-hazing.

Policy: All acts of hazing are prohibited at Westmoreland County Community College. No Westmoreland student, individually or as part of a registered student club or organization, is permitted to engage in behavior that is likely to cause physical or psychological harm to any other person within the college community. Such behavior is a violation of this policy, the Code of Student Conduct, and may be considered a criminal act in the Commonwealth of Pennsylvania.

Policy Overview and PA Law:

All acts of hazing are prohibited. No student or Westmoreland County Community College registered student club or organization shall engage in an act that is likely to cause physical or psychological harm to any other person within the college community.

Under the Pennsylvania Crimes Code, 18 Pa.C.S. §§ 2801 et seq., hazing is defined as follows:

A person commits the offense of hazing if the person intentionally, knowingly or recklessly, for the purpose of initiating, admitting or affiliating a minor or student, applicant or admitted individual into or with an organization, or for the purpose of continuing or enhancing a minor or student, applicant or admitted individual membership or status in an organization, causes, coerces or forces a minor or student, applicant or admitted individual to do any of the following:

1) Violate federal or state criminal law;
2) Consume any food, drink, alcoholic liquid, drug or other substance that subjects the minor or current student, applicant or individual to a risk of emotional or physical harm;
3) Endure brutality of a physical nature, including whipping, beating, branding, calisthenics or exposure to the elements;
4) Endure brutality of a mental nature, including activity adversely affecting the mental health or dignity of the individual, sleep deprivation, exclusion from social contact or conduct that could result in extreme embarrassment;
5) Endure brutality of a sexual nature; and
6) Endure any other activity that creates a reasonable likelihood of bodily injury to the minor or student, applicant or admitted individual.

The definition of hazing does not include reasonable and customary athletic, law enforcement or military training, contests, competitions or events.

Hazing is also a crime and constitutes a summary offense. If the hazing results in or creates a reasonable likelihood of bodily injury to a minor or student, applicant or admitted individual, it is a misdemeanor of the third degree.

Aggravated hazing, a felony of the third degree, results from hazing that causes serious bodily injury or death to a minor or student, coercion or the force of alcoholic consumption or drug by the minor or student.

The College, and organizations, are subject to criminal penalties for intentionally, knowingly and recklessly promoting or facilitating hazing or aggravated hazing.

Consent is not a defense to a criminal charge of hazing or a charge under the College's Code of Student Conduct.

Definitions

Organization(s) - An association, corporation, fraternity, sorority, order, society, corps, club or service, social or similar group, whose members are primarily minors, students or alumni of the organization, or the College.

Hazing - Any action, situation, activity or complicity in activity, which recklessly or intentionally endangers the mental, emotional, and/or physical health or safety of a student or alumnus or which willfully destroys or removes public or private property for the purpose of initiation or admission into or affiliation with, or as a condition for continued membership in any College organization.

Reporting

All individuals within the college community, i.e., students, staff, faculty, and administrators have a responsibility to report acts of ahzing.

Any individual student or student group found responsible for hazing or participating in hazing activities is subject to disciplinary action by the College as well as possible criminal prosecution under the Commonwealth of Pennsylvania Law.

Jurisdiction and Procedures

1. Charges of violations of this policy by an organization should be referred to the Vice President of Enrollment Management.

    A. In all cases of alleged violations of this policy, the organization advisor, college advisor, and/or other relevant parties will be notified.

    B. During the period of formal investigation or adjudication of alleged violations of this policy, all new member-related activities, organization activities, and/or college recognition/sponsorship of the organization may be summarily suspended.

2. Charges of violations of this policy by a student should be referred to the Vice President of Enrollment Management in accordance with the Code of Student Conduct.

3. Organizations and individuals may also be criminally charged with a violation of the Pennsylvania Anti-Hazing Law, 24 P.S. 5351 et seq.

Violations and Sanctions

Violations and sanctions will be determined in accordance with the Westmoreland County Community College Code of Student Conduct.

References

Link to Pennsylvania's Anti-Hazing Law:

https://www.legis.state.pa.us/CFDOCS/Legis/PN/Public/btCheck.cfm?txtType=PDF&sessYr=2017&sessInd=0&billBody=S&billTyp=B&billNbr=1090&pn=1825

3.30 Copyright

Policy approved by the Board of Trustees – May 22, 2019

Westmoreland County Community College will adhere to the provision of the U.S. copyright law (Title 17, United States Code, Section 101 et. seq.), including the Digital Millennium Copyright Act (DCMA) and the Technology Education and Copyright Harmonization Act (TEACH Act), and other federal copyright laws as they are adopted. Students are required to comply with all local, state, federal, and international copyright laws, and with college policies regarding the use of copyright-protected materials at Westmoreland. Whenever copyright protected works are used and fair use does not clearly apply, Westmoreland requires students to obtain written permission from the copyright owner. Downloading, uploading or transmitting files containing copyright protected works without the permission of the copyright owner is prohibited by Westmoreland policy- a violation of which may subject an infringer to Westmoreland disciplinary action, is illegal, infringes the copyright owner's rights, and may result in legal liability for the infringer and the Westmoreland.

Copyright Policy and the Law

Copyright protection subsists, in accordance with United States Copyright Law, 17 U.S.C. 101–1332, in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings; and
8. Architectural works.

In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work.

17 U.S.C. 102

Fair Use

An exception to the exclusive rights enjoyed by copyright owners is the doctrine of fair use. The fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by 17 U.S.C. 106, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. The following factors shall be considered in determining fair use:

1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes.

2. The nature of the copyrighted work.

3. The amount and importance of the portion used in relation to the copyrighted work as a whole.

4. The effect of the use upon the potential market for or value of the copyrighted work.

17 U.S.C. 107

Guidelines as Outline in the "Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions"

The purpose of the "Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions" and "Guidelines for Educational Uses of Music" is to state the minimum and not the maximum standards of educational fair use under 17 U.S.C 107. The guidelines are not intended to limit the types of copying permitted under the standards of fair use under judicial decision and which are stated in Section 107. There may be instances in which copying that does not fall within the guidelines may nonetheless be permitted under the criteria of fair use.

Prohibited Use

Fair use guidelines exempt, the following are prohibited actions:

1. Copying of print materials and sheet music to create or replace or substitute for anthologies, compilations, or collective works. This prohibition against replacement or substitution applies whether copies of various works or excerpts are accumulated, or reproduced and used separately.

2. The use of its technology systems, including, without limitation, use of its website, email system, intranet, digital studios, computer labs, and bulletin board systems ("Technology Resources") in connection with illegal activities, including such activities as circumvention of access control or copy protection technology, unauthorized file sharing, or other methods of downloading, copying, distributing, or sharing copyright-protected works without the permission of the copyright owner, or in connection with making copyright protected materials available for downloading, copying, distributing, or sharing by others without the permission of the copyright owner.

3. Copying of or from works intended to be "consumable" in the course of study or teaching. These works include workbooks, exercises, standardized tests, test booklets, answer sheets, and like consumable material.

4. Copying without inclusion of the copyright notice that appears on the printed copy.

Copyright Infringement

Anyone who violates any of the exclusive rights of the copyright owner or of the author as provided in 17 U.S.C. 106A(a) is an infringer of the copyright or right of the author. The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of 17 U.S.C. 411, to institute an action for any infringement of that particular right committed while he or she is the owner of it. *17 U.S.C. 501(a)–(b)*

Westmoreland has the right, but not the obligation, to monitor and review any use of the Technology Resources. Westmoreland may monitor user IDs and passwords used to access the Technology Resources, may review information stored or sent using the Technology Resources (including emails and attached files), and may remove and save a copy of such information in Westmoreland's sole discretion.

Westmoreland may utilize technological methods such as traffic shaping, content filtering, or user tracking to identify, block, and/or thwart activities deemed in Westmoreland's sole discretion to be potentially illegal or necessary to conserve the Technology Resources or manage their usage. Westmoreland may retain copies of any information stored on or sent using Westmoreland's Technology Resources, even if the originator of such information deleted such information.

Westmoreland reserves the right to restrict or terminate user access to the Technology Systems or to disable a user ID and/or password at any time without notice if Westmoreland believes that the user has violated this policy, or any state or federal law. Westmoreland reserves the right at all times to disclose, without notice to the user, any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Westmoreland's sole discretion if Westmoreland believes a user has violated any of portion of this policy or any other Westmoreland policies or guidelines.

Westmoreland investigates notices of copyright infringement submitted to Westmoreland's designated copyright agent and takes appropriate actions under the DMCA, including removal of infringing materials from the Westmoreland website. Students are responsible for reading, understanding, and personally complying with this policy and all other Information Technologies policies set forth in the Student Handbook. Students who violate Westmoreland's policies are subject to disciplinary action by the College, which may include termination of access to the Technology Systems, disciplinary probation, suspension, and dismissal from Westmoreland, as further provided in Westmoreland's student policies. In addition, a student may face personal legal liability, including civil and criminal penalties for infringement of copyright and other intellectual property laws, which may include

injunctions restraining infringing activities, monetary damages, prison time, attorney's fees, and court costs.

References:

Copyright Law and Regulations: http://www.copyright.gov/laws/

Possible Replacement: https://www.copyright.gov/title17/

Fair Use: http://www.copyright.gov/fls/fl102.html Possible Replacement: https://www.copyright.gov/fair-use/

Digital Millennium Copyright Act: http://www.copyright.gov/legislation/dmca.pdf Digital Download and Copyrights including Online File Sharing: http://www.usa.gov/topics/science/communications/internet/file-sharing.shtml

Possible replacement: https://www.copyright.gov/help/faq/faq-digital.html

3.31 Student E-mail

Policy approved by the Board of Trustees – May 22, 2019

Westmoreland County Community College (Westmoreland) provides electronic mail (e-mail) resources to support an environment conducive to teaching and learning; specifically, to assist students in their educational endeavors, to encourage communication and engagement with peers, faculty, and staff, and to provide a primary mode of communication to the Westmoreland community.

A student's Westmoreland e-mail account will serve as the official e-mail account through which the College will communicate when communicating via e-mail.

The following policy is in place to ensure the proper use of Westmoreland student e-mail accounts. Policy violations will be investigated by designated Westmoreland officials, and may result in actions including the loss of computer privileges, or appropriate legal action if acts constitute a civil or criminal offense.

This policy encompasses all use of student e-mail regardless of the platform.

Acceptable Use

- A means of communication between faculty, staff, and students.
- As a method of sending and receiving important notifications and information.
- As a tool for collaboration in the instructional process.

Prohibited Use

- Sending documents that include forgery, plagiarism, or violations of copyright laws.
- Sending or forwarding e-mails that are obscene, abusive, threating, or otherwise harassing.
- Using the e-mail system to violate a law or regulation, or that encourages illegal activity.
- Knowingly, or recklessly transmitting e-mail messages that contain viruses, worms, spyware or any form of malware.
- Use of e-mail that interferes with others' ability to conduct institutional business.
- Use of e-mail that will affect direct costs to the institution or for commercial purposes and/or personal financial gain.
- Providing a third party with an individual's e-mail address or a list obtained from within the institutional system without express written permissions.

Termination of Student E-Mail

- Westmoreland students will have their e-mail accounts terminated after six semesters, or two years, of inactivity, or departure from the institution. Students who are involuntarily separated from the institution will have their e-mail accounts terminated upon separation.

Disclosures

- Students have no individual rights to privacy with regard to a student Westmoreland e-mail account.
- The college has the right to review sent or received e-mails at any time for monitoring purposes or for purposes related to institutional business. Westmoreland reserves the right to access and disclose the contents of a student's e-mail without consent of the user to the extent permitted by law. This will occur when Westmoreland believes it has a legitimate business or legal need and after proper authorization has been obtained from the appropriate authority at Westmoreland.
- Westmoreland may monitor e-mail communications at any time, if it is deemed necessary.
- Westmoreland reserves the right to access, review, and disclose the e-mail addresses of students to the extent required by the PA Right to Know laws, and allowed by the Family Educational Rights and Privacy Act of 1974 (FERPA).

3.32 Standards for Credit Courses

Policy approved by the Board of Trustees – May 22, 2019
Policy approved by the Board of Trustees – December 14, 2022

Each credit course offered by Westmoreland County Community College shall meet the criteria in PA Code 335.2 and the criteria in PA Code 335.12

1. The course has stated learning goals and consists of a planned sequence of topics or learning activities designed to help students achieve the stated learning goals.

2. The course is summarized in an outline which includes at least the following elements:
    a. The course title and description
    b. The learning goals
    c. A planned sequence of topics or learning activities designed to help students achieve the learning outcomes.
    d. A list of reference, resource or learning materials to be used by the students.

3. The course is consistent with Westmoreland's mission, and is or was developed, approved and offered in accordance with the policies, standards, guidelines and procedures established by the college for the approval of new courses or programs.

4. An accurate description of the course is published in the college's catalog or other official publication pertaining to the academic semesters, terms or years in which the course is offered.

5. The course is assigned units of credit based on the Westmoreland's Credit Hour policy.

6. The course is delivered, or directly supervised, by an instructor whose qualifications meet the college's requirements for instructors of credit courses.

7. The course's stated learning outcomes are necessary to enable students to attain the essential knowledge and skills embodied in the program's educational objectives, if the course is a requirement of a degree, certificate, or diploma program. The college reevaluates the necessity for the course's learning goals when conducting the academic audit required by PA Code 35.21 and Westmoreland's Program and Discipline Review policy.

8. The course is comparable to similar courses which are generally accepted for transfer of credit to accredited 4-year colleges and universities, if designed for transfer.

9. The course is articulated with other courses so that it is an elective or a requirement of at least one of the college's programs of study which lead to a formal college award.

10. The course is evaluated at least once every 5 years in accordance with PA Code 35.21 and Westmoreland's Program and Discipline Review policy.

3.33 Program and Discipline Review

Policy approved by the Board of Trustees – May 22, 2019
Policy revised by the Board of Trustees – January 23, 2023

Purpose

To assure that programs and courses are meeting the educational needs of its students, Westmoreland County Community College will periodically review programs and disciplines to determine that the objectives are appropriate and that the subject matter, the academic standards, and the methods of instruction are consistent with the stated purpose.

Definitions

Program – A structured sequence of courses leading to a certificate, diploma, or associate's degree.

Discipline - A group of courses organized within a branch of knowledge.

Program and Discipline Review - A comprehensive, systematic, ongoing process for the collection, analysis, and assessment of academic program and discipline outcomes in order to: improve student learning, improve the quality of instruction, meet accountability mandates, and demonstrate institutional effectiveness consistent with the mission and goals of the college.

Responsibility

The Vice President of Academic Affairs will establish a schedule for program review, which will assure that each program and discipline is reviewed on a rotating basis. An annual report of the findings will be given to the President's Cabinet and the Board of Trustees.

Policy

The review process is formative. It documents evidence of the success and quality of the program or discipline and charts a path for improvement. The Institutional Effectiveness (IE) committee shall issue guidelines to be used in the review process. At a minimum, the process will address:

A. Alignment of the program outcomes with the curriculum and the college's strategic plan.
B. Evidence that assessment is being used to assure currency and effectiveness of curriculum, instructional methods, and instructional support.
C. Expected need for new facilities, equipment and supplies.

Other information may be included in the process as appropriate including, but not limited to:

A. Enrollment and numbers of students declared.
B. Success of students who have been enrolled in the program as evidenced by follow-up transfer, placement, or employer satisfaction studies.
C. Fiscal considerations.
D. Licensure or certification pass rates.
E. Labor market data.

Review Process

A. The review process consists of annual review and a five-year comprehensive review.
B. For the five-year comprehensive review:
    1. The faculty of the program or discipline will complete a self-study, which along with institutional research data, serves as the basis for the review.
    2. Faculty will meet with the academic dean and a member of the IE committee as described by guidelines.
    3. The results of the review will be shared with the President's Cabinet and the Board of Trustees as part of the continuous improvement process.

3.34 Program Audit

Policy approved by the Board of Trustees – December 11, 2019
Policy revised by the Board of Trustees – January 23, 2023

Purpose

Westmoreland values the diversity of its course offerings and is committed to supporting programs that fulfill the goals of the College's mission statement. In order to ensure the success and quality of new and existing programs, the college is obligated to verify that these programs meet student and industry needs, and that they will meet or exceed external accountability requirements. The goal is to have a standardized, detailed format that uses consistent and accurate sources to provide the data and benchmarks needed to make decisions about certificates, diplomas, or degree programs. This policy sets the minimum requirements to approve a new program or discontinue an existing program.

Data elements for AAS programs

a) Labor market data that reviews need, wage and skills against benchmarks

b) Hiring trends

c) Program cost and efficiency

d) Accreditation requirements

e) Existence of similar programs

f) Qualified faculty availability

g) Facility and equipment needs

h) Match of program with college mission

i) Hard and soft skills in position postings

j) Program Outcomes such as completion, retention, enrollment, employment or transfer after graduation*

k) Demand - credit hours, head count*

l) Curriculum is relevant and current

m) Available resources

n) Student satisfaction*

o) Integration of program with other college programs

p) Transfer and articulation agreements*

q) Program and Discipline Audit data*

*may not be available for new programs

Data elements for transfer programs (AA, AS, AFA)

r) Program cost and efficiency

s) Accreditation requirements

t) Existence of similar programs

u) Qualified faculty availability

v) Facility and equipment needs

w) Match of program with college mission

x) Program Outcomes such as completion, retention, enrollment, or transfer after graduation*

y) Demand - credit hours, head count*

z) Curriculum is relevant and current

aa) Available resources

bb) Accreditation

cc) Student satisfaction*

dd) Integration of program with other college programs

ee) Transfer and articulation agreements*

ff) Program and Discipline Audit data*

*may not be available for new programs

Policy

Programs will be audited annually to determine trend data. A needs analysis will be conducted to create or discontinue a program. The program will go through the appropriate curriculum process. The President of the college and the Board of Trustees will have the final authority regarding the discontinuance or addition of any program.

Once a decision has been made to discontinue a program, the following will occur:

1. All affected personnel and, if applicable, their respective collective bargaining agent(s) shall be notified of the discontinuance as soon as possible and treated according to state laws and regulations, their individual employment agreement, applicable collective bargaining agreement(s) and/or other binding document.
2. No new students will be enrolled in the program.
3. Current students will be informed of the teach-out plan for the program. The college will make every attempt to teach-out discontinued programs, but reserves the right to transfer teaching duties to outside sources.
4. Equipment, supplies, curriculum, teaching materials, and all other items pertaining to the programs shall be disposed of in a manner according to their funding sources.

3.35 Public Speech

Policy approved by the Board of Trustees – April 28, 2021

Purpose

To embrace free speech and the right of free expression of the members of the Westmoreland County Community College campus and balance those rights with protections against unlawful activity in accordance with the First Amendment to the Constitution of the United States, Article I, Section 7 of the Constitution of Pennsylvania.

Policy

Westmoreland County Community College is an institution of higher education and its campuses are devoted to the pursuit of learning and the advancement of knowledge through the free exchange of ideas. The free exchange of ideas includes not only the right to speak but the right to listen. The institution must be a place where all ideas may be expressed freely and where no alternative is withheld from consideration. The only limits on these freedoms are those dictated by law and those necessary to protect the rights of other members of the institution community and to ensure the normal functioning of the institution.

The freedom of expression does not mean that individuals or groups may say whatever they wish, whenever they wish, and wherever they wish. Public expression in the form of speech and advocacy may be exercised at such times and places and in such a manner as to assure orderly conduct, the least possible interference with college responsibilities as an educational institution, protection of the rights of individuals in the use of college facilities, and reasonable protection of persons against practices that would make them involuntary audiences.

The college may restrict expression that violates the law, falsely defames a specific individual, constitutes a genuine threat or unlawful discrimination, or unjustifiably invades substantial privacy or confidentiality interests except for in cases of off-campus speech. These are narrow exceptions to the general principle of freedom of expression, and it is vitally important that these exceptions never be used in a manner inconsistent with the college's commitment to a free and open discussion of ideas.

Scope

The Public Speech Policy applies to Westmoreland County Community College students, faculty, staff, and volunteers as well as vendors and other non-College individuals, entities, and their representatives.

<u>Faculty, Staff, and Students</u>

> Faculty, staff, and students have the freedom to discuss any problem that presents itself, as the First Amendment permits and shall be permitted to assemble and engage in spontaneous expressive activity as long as such activity is lawful, refrains from "obscenities," and does not materially and substantially disrupt the normal functioning of the institution, subject to the requirements of this policy.

Non-Westmoreland County Community College Individuals or Organizations

Non-Westmoreland individuals and organizations and invited guests sponsored by College organizations are expected to uphold the institution's values by carefully planning safe and thoughtful experiences for those involved. Hosts are responsible for the behavior of their guests and should ensure that all participants abide by relevant institution policies.

"Events" shall not infringe upon the rights or privileges of anyone. No one will be permitted to harm others, damage or deface property, block access to institution buildings, or disrupt classes. Events must avoid acts or credible threats of violence, be peaceful, and preserve the normal operation of the institution.

Definitions

Terms specific to this Policy.

Institution, the College	Westmoreland County Community College.
Freedom of Expression	Encompasses verbal and written means by which individuals may communicate ideas to others, including without limitation to all forms of peaceful assembly, protests, speaking verbally, holding signs, circulating petitions, and distributing written materials.
Obscenities	Expression that cannot be considered valuable to or meet scientific, political, educational, or artistic standards.
Events	College-funded, -operated, -promoted, or -supervised activity or gathering.
Off-Campus Speech	Speech that is outside college-owned, -operated, or -supervised channels and that is not reasonably interpreted as representative of the institution. (Definition adapted from the Third Circuit opinion.)

3.36 Noncredit Refund Policy

Policy approved by the Board of Trustees – August 24, 2022

I. Scope

This policy extends to all noncredit courses with exception of the Volunteer Fire Service Certification Program and related courses.

II. Purpose

The refund policy for noncredit classes and materials is being established to give notice of the requirements that must be met to receive tuition and material fee refunds.

III. Intended Goals for this Refund Policy

A. Standards of student responsibilities to qualify for tuition and material fee refunds.

B. Standards of student notification to qualify for tuition and material fee refunds.

IV. Policy

A. Students who officially deregister from a class by the end of the fourth business day before class starts will receive a full refund of tuition paid.

B. Material fees will also be refunded if the student officially deregisters from the class by the end of the fourth business day before class starts.

C. No refunds will be given for either tuition or material fees without notification of four business days prior to the start of any class.

4 Financial Policies

4.1 Basis of Accounting

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

The financial records of the college shall be maintained in accordance with requirements established by the Governmental Accounting Standards Board (GASB) and guidelines published by the American Institute of Certified Public Accountants (AICPA) and the National Association of College and University Business Officers (NACUBO).

The college is subject to the provisions of the Commonwealth of Pennsylvania's School Code and implementing regulations issued by the Department of Education. The college will abide by all applicable state statutes and regulations in maintaining its financial records.

4.2 Chart of Accounts

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

The college controller will develop and maintain a comprehensive chart of accounts for the college, consistent with the requirements of the Pennsylvania School Code and generally accepted accounting principles for institutions of higher education in the public sector. To the extent possible, the chart of accounts will be made consistent with the system recommended by the National Association of College and University Business Officers.

4.3 Budget Preparation and Adoption

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

The president of the college shall prepare annual operating and capital budgets for the college on a fiscal year basis.

The proposed budgets shall be presented by the president to the board of trustees for preliminary approval at the May meeting of the board of trustees, and submitted to the Board of County Commissioners for consideration and approval. The proposed budgets shall lay open for public view for at least four weeks and then presented to the board of trustees for final approval at the June board meeting.

4.4 Fiscal Year Audit

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

The college shall make provision for an annual audit of financial activities. The administration requests and receives requests for proposals from certified public accounting firms pursuant to the college purchasing policy, and recommends to the board of trustees a firm that meets the requirements of the college. The board appoints the CPA firm for a maximum period of three (3) years. Such appointments may be renewed.

Audited financial statements shall be submitted as required to the federal and state departments of education.

4.5 Bonding of Employees

Policy approved by the Board of Trustees – September 28, 2005
Policy approved by the Board of Trustees – December 14, 2022

All employees responsible for money or disposable property shall be bonded in an amount not less than $200,000.00.

4.6 Bank Depositories

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

Depository banks shall be selected in accordance with the college Purchasing Policy. The board of trustees shall approve the selection of a depository bank for the deposit and investment of college funds. The board shall appoint a bank for a maximum period of three (3) years. Such appointments may be renewed.

4.7 Signing of Checks

Policy approved by the Board of Trustees – February 26, 2003
Policy revised by the Board of Trustees – December 14, 2022

Accounts Payable Checks

Accounts Payable checks in amounts equal to or over $2,000.00 will be listed on an Authorization Report. This report requires signatures of two of the following administrators to approve the release of the checks:

- The President
- Vice President of Administrative Services
- Vice President of Academic Affairs
- Vice President of Continuing Education, Workforce and Community Development
- Controller
- Director/Human Resources

Accounts Payable checks shall carry the controller's facsimile signature.

Payroll Checks

Payroll checks are signed using the controller's facsimile signature.

4.8 Delinquent Account

Policy approved by the Board of Trustees – February 26, 2003
Policy revised by the Board of Trustees – December 14, 2022

Students must complete all financial obligation to the college in order to qualify for continued enrollment. If financial obligations to the college are not fully satisfied:

- The student will not receive grade reports for the current term.
- Registration for a succeeding term will not be allowed.
- Transcripts will not be issued.
- The student will not be permitted to graduate.

The imposition of any or all of the foregoing sanctions shall not relieve the student of his/her financial obligation to the college. The foregoing sanctions shall not be applicable if the financial obligation to the college has been discharged by bankruptcy or otherwise discharged by state or federal law.

If the student believes he/she has fully paid all financial obligations owing to the college, or there exist other extenuating circumstances, the student may request a review of his/her account.

Any check given to the college which is dishonored by the depository upon which drawn shall be exchanged by the student for cash immediately after notification. Dishonored checks shall include checks not paid because of insufficient funds, no account, stop payment order, improper signature, and checks not paid for any other reasons. Checks tendered to the college bookstore or Student Government Association shall also be covered under this policy. A returned check fee will be assessed for each such check.

4.9 Investment

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

Statement of Investment Guidelines

Introduction

Westmoreland County Community College (the college) was established in 1970 under Article XIX-A of the Pennsylvania School Code. The mission of the college is to provide access to quality educational opportunities that meet the diverse needs and interests of the communities it serves. The college is sponsored by Westmoreland County and is governed by a 15-member board of trustees (the board).

Responsibilities of the Board of Trustees

The board recognizes its responsibility to develop and execute a policy of investing funds under its control.

In addition, the board recognizes its responsibilities to make certain that the college funds are invested subject to restrictions contained in Pennsylvania Act 72, any other applicable statute, and any rules and regulations adopted by the board.

The purpose of this statement is to assist the board in effectively supervising and monitoring the investment activities of the college's assets by:

- Stating in writing the board's attitudes, expectations, goals, and guidelines for the investment of funds
- Delegating various responsibilities to the board's Finance Committee
- Defining the responsibilities of the college's administrative staff, and
- Providing a schedule for reviewing investment activities

Investment Guidelines

Board Philosophy

The board recognizes that risk and volatility are present to some degree with all types of investments. However, high and moderate levels of risk and volatility are to be avoided.

Equity Investments

No college funds should be invested in Equity Investments.

Fixed-Income Investments

The objective of fixed-income investments are to provide a secure, above average stream of income and to provide a relatively stable market value base. Investment of college funds are limited to obligations of the United States of America or any of its agencies or instrumentalities backed by the full

faith and credit of the United States of America and the Commonwealth of Pennsylvania, or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth. D. Cash Equivalent Investments It is the board's direction that except for non-investment cash (i.e., petty cash), college funds should be invested in insured, guaranteed or collateralized cash equivalent investments. Such investments should be prudently diversified and would include:

- Instruments issued by, guaranteed by, or insured by the United States government.
- Certificates of deposit issued by national banks which are insured by the Federal Deposit Insurance Corporation or for any amounts above the insured maximum, provided that approved collateral in accordance with Pennsylvania law for pledges of assets to secure deposits of public funds with banking institutions shall be pledged by the depository.
- Short-term cash reserve funds issued by national banks which are insured by the Federal Deposit Insurance Corporation or for any amounts above the insured maximum, provided that approved collateral in accordance with Pennsylvania law for pledges of assets to secure deposits of public funds with banking institutions shall be pledged by the depository.
- Moneys may be combined from more than one fund under college control for the purchase of a single investment, provided that each of the funds combined for the purpose shall be accounted for separately in all respects, and that the earnings from the investment are separately and individually computed and recorded, and credited to the accounts from which the investment was purchased.

Delegation of Responsibilities

This Statement of Investment Guidelines will be reviewed annually by the Finance Committee of the board. All recommended changes to the guidelines will be developed by the Finance Committee and submitted to the board for final approval.

On a day-to-day basis, the college's vice president of Administrative Services and/or the college's controller will be administrating these guidelines.

The Finance Committee recognizes the valued relationships which have developed between the College and the local banking community. As such, the following guidelines are to be used for cash equivalent investing:

- Certificate of deposit investment rates are to be obtained from local national banks.
- If the interest rate spread is 100 basis points or less, the college administration may select the institution at their discretion.
- If the interest rate spread is greater than 100 basis points, the college administration should select the highest rated institution.
- The college administration may deviate from the above guidelines with approval from both the chairman of the Finance Committee and the chairman of the board.

Timely reports summarizing investment activities will be presented to the Finance Committee on a quarterly basis.

4.10 Capitalization Guidelines

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – April 28, 2021
Policy approved by the Board of Trustees – December 14, 2022

PURPOSE:

To establish a uniform capitalization policy for equipment and fixed assets, both tangible and intangible, which meet the capitalization thresholds that complies with federal, state, and Westmoreland County Community College (Westmoreland) reporting requirements.

SCOPE:

This policy applies to Westmoreland County Community College departments, including centers-Westmoreland-Advanced Technology Center, Westmoreland-Public Safety Training Center, Westmoreland-Latrobe, Westmoreland-Indiana County, Westmoreland-Fayette County, Westmoreland-Murrysville and Westmoreland-New Kensington.

DEFINITIONS:

Buildings: includes buildings purchased or constructed. Construction projects are initially capitalized to construction in progress with a cost of $5,000 or greater. Subsequently, the capitalized expenditures are recorded as an asset

Building Improvements: the substitution of a better asset for the one currently used (example - install carpeting where none existed or substitute a concrete floor for a wood floor), or any change to the building which increases its future service potential and extends its useful life (example - substitute a new wooden floor for an old deteriorated wooden floor). Improvements with a value of $5,000 or greater are capitalized.

Computer Software: includes computer software acquired for internal use. Generally, only institutionally significant systems with a cost of $5,000 or greater are capitalized. Also includes major modifications (such as an upgrade) to the software.

Other Intangible Assets: an intangible asset is an asset that 1) lacks physical substance, 2) is nonfinancial in nature and 3) has an initial useful life of one year or more. This includes right-of-way and other types of easements, water rights, timber rights, patents, copyrights, trademarks, licenses and permits with a cost of $5,000 or more. This also includes gifts of software with rights to use.

Donated Assets: assets received in a voluntary non-reciprocal transfer from another entity such as gifts of capital assets. Depending on the type of asset donated, fair market value or like cost appraisal method will be utilized for the capitalization limit.

Fabricated Equipment: includes self-constructed equipment where the total unit cost incurred to fabricate the equipment is $3,000 or more. Components include enhancement parts that materially and permanently increase the value or useful life of equipment. A system with multiple components which cannot operate independently of each other and together cost $3,000 or more will also be capitalized. The rule-of-thumb is that for a component to be included in the original acquisition cost of a piece of equipment, it should be an attached or installed option which, as assembled, is expected to operate as one unit for the remainder of its life.

Moveable Equipment: an article of non-expendable, tangible personal property that is free standing, movable, is complete in itself, does not lose its identity when affixed to or installed in other property and has a useful life greater than one year. Includes delivery equipment, office equipment, machinery, furniture and fixtures, factory equipment, instruments and vehicles. Has a purchase value of $3,000.

Exceptions to the equipment definition are:

- Assets purchased as repair parts for existing parts in previously tagged equipment.
- Materials used in repair or replacement in previously tagged equipment
- Household equipment (drapes, bedding, carpet replacement).
- Built-in equipment – such items become part of the building or structure after installation and may be capitalized as building improvements. For example – built-in cabinets, garbage disposals, furnaces, and air conditioners. Please see the definition of Building Improvements.

POLICY:

This accounting policy of Westmoreland establishes the minimum cost (capitalization amount) that that shall be used to determine the capital assets to be recorded in the accounting records and financial statements of Westmoreland. Tangible or intangible assets which meet the purchase or fair market value criteria as noted in the definitions portion of this policy will be capitalized over the set useful life of the asset. Items not meeting the thresholds established will be expensed in the period incurred for financial statement purposes.

4.11 Sale of Equipment and Personal College Property

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

When personal property of the college is determined to be no longer useful to the college, the president is authorized to offer all such property for sale and/or disposal subject to approval of the board of trustees.

4.12 Tuition and Fees

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

The board of trustees will approve the tuition for credit and noncredit classes on a fiscal year basis. Also, the board of trustees will approve all fees on a fiscal year basis.

4.13 Tuition Waiver

Policy approved by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – December 14, 2022

A. Tuition Waiver will be provided to employees covered by the Westmoreland County Community College professional association and educational support personnel collective bargaining agreements in accordance with the respective terms of these agreements. Tuition waiver for other college employees is as follows:

TUITION WAIVER TERMS; NONBARGAINING UNIT EMPLOYEES

B. Tuition Waiver for Persons 60 Years of Age or Older
Westmoreland County residents who are 60 years of age or older may register for credit and noncredit courses with a 50 percent reduction in tuition, contingent upon space availability in the class. However, all other fees will be assessed.

C. Tuition Waiver for Volunteer Firefighters – New Recruits
In the interest of attracting new volunteers to the fire departments in Westmoreland County, the college will provide tuition waivers to new volunteers.

Eligibility Requirement

1. Resident of Westmoreland County.
2. Applicants must be new firefighters with no less than six (6) months of experience and no more than one year.
3. Applicants must have a letter from their fire department chief certifying that the applicant is a new volunteer and has provided satisfactory service.
4. Applicant is responsible for all fees and textbooks

D. Partial Tuition Waiver for Incumbent Volunteer Firefighters
To support the men and women of Westmoreland County's fire departments as they seek to develop their academic and employability skills, the college will provide a partial tuition waiver for volunteer firefighters who have one year or more of service. Eligibility requirements and conditions for the Westmoreland County Community College partial tuition waiver:

1. Resident of Westmoreland County.
2. Incumbent volunteer firefighter with at least one year of service.
3. Applicant must present a letter from their fire department chief that certifies service.
4. Firefighter must maintain active status with the fire department to continue to receive the partial tuition waiver.
5. Firefighter must maintain a cumulative grade point average of 2.0.
6. Course enrollment is contingent upon seat availability.
7. Tuition waiver is applicable for either part-time or full-time study for a maximum of 60 credits.
8. Firefighter is responsible for one-half of tuition, all fees and textbooks.

4.14 Purchasing Policy

Policy approved by the Board of Trustees – October 22, 2014
Policy revised by the Board of Trustees – January 28, 2015
Policy revised by the Board of Trustees – December 14, 2022

Introduction

The Westmoreland County Community College Purchasing Department is responsible for the procurement and contracting for all equipment, materials, supplies, and services necessary for the operation of the College. The Board of Trustees represents the final authority concerning major procurement awards. This Purchasing Policy is intended to comply with all applicable Federal, State, and Local procurement regulations, specifically those outlined in Chapter 35 of the Pennsylvania Code and the Community College Act of 1961.

Objective

The Purchasing Department objective is to maintain an "open door" policy that provides opportunity for all suppliers, regardless of race, color, creed, or sex to compete for the operating needs of the College. The department will work to promote amiable supplier relations, show concern for our supporting community, and promote fair competition for the needs of the College.

Authority to Purchase

The Purchasing Department (or the President and / or Vice President, Administrative Services or their designees) is the principle agency authorized by the Board of Trustees to make commitments for supplies, equipment, and contracted services necessary for the operation of the College and is entrusted to comply with all guidelines, policies, procedures, and regulations (Federal, State, and Local) pertaining to the purchase of materials. Current exceptions to the purchasing function are matters relating to textbooks and student supplies sold by the Bookstore.

Code of Ethics

The Purchasing Department has adopted and adheres to the Codes of Ethics of the National Association of Educational Buyers as listed below:

- Give first consideration to the objectives and policies of my institution.
- Strive to obtain the maximum value for each dollar of expenditure.
- Decline all personal gifts and gratuities.
- Grant all competitive suppliers equal consideration on so far as state or federal statute and institutional policy permit.
- Conduct business with potential and current suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.
- Demand honesty in sales representation whether offered through the medium of verbal or written statement, an advertisement, or a sample of the product.
- Receive consent of the originator of proprietary ideas and designs before using them for competitive bidding purposes.

- Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier; and / or be willing to submit any major controversies to arbitration or other third party review, in so far as policies of my institution permit.
- Accord a prompt and courteous reception in so far as conditions permit to all that call on legitimate business missions.
- Cooperate with trade, industrial, and professional associations, and with governmental and private agencies for the purpose of promoting and developing sound business methods.
- Foster fair, ethical, and legal trade practices.
- Counsel and cooperate with NAEP members and promote a spirit of unity and a keen interest in professional growth among them.
  (National Association of Educational Buyers - 1988)

Conflict of Interest

All Purchasing Department employees shall perform his or her duties in an impartial manner, free from bias caused by their own personal or financial interests. It is also a conflict of interest and prohibited to approve any purchase of goods and / or services from any employee or relative of an employee for any amount under any circumstance. All Purchasing Department employees shall act in the best interest of the College. See Westmoreland County Community College – Employee Policy – Employees' Ethics Conflict of Interest

Unauthorized Purchases

No individual has the authority to enter into a purchase contracts unless specifically authorized by the Board of Trustees or the President. Any such purchases are considered unauthorized and become a personal obligation to the vendor by the individual making the purchase, unless approved in writing by the President.

Competitive Bidding / Quotes

The securing of bids and price quotations (other than for budgetary purposes), receiving of bids and quotations, and the negotiation of terms and conditions of purchases are the sole responsibility of the Purchasing Department or the designees of the College President.

Contracts for Personal Property, Equipment, Supplies, and Services

- If a contract is $20,000 or greater, the College shall with public notice, solicit competitive bids and shall award the contract to the lowest responsible bidder, meeting specification, after approval by the Board of Trustees. A minimum of three (3) responsible bids must be received or a written explanation as to why it was not possible to obtain three (3) bids. Note: When it is deemed that there are not a sufficient number of suppliers, in the distribution area of the public bid notification, to supply responsible bids, the Purchasing Department, with concurrence of the Solicitor and written approval of the President or his / her designee shall solicit competitive bids without public notice.
- If a contract is $10,000 or greater but less than $20,000, the College shall solicit a minimum of three (3) competitive written quotes and shall award the contract to the lowest responsible

supplier, meeting specification, after approval by the Board of Trustees. A minimum of three (3) responsible bids must be received or a written explanation as to why it was not possible to obtain three (3) bids.

- If a contract is $2,000 or greater but less than $10,000, the College shall solicit written competitive quotes from a minimum of three (3) responsible suppliers and shall award the contract to the lowest responsible supplier, meeting specification, after approval by the College President or his / her designee. (See Westmoreland County Community College – Authorized Signature Procedure)
- If the contract is less than $2,000, the College may award the contract without soliciting competitive quotes with the approval of the College President or his / her designee. (See Westmoreland County Community College – Authorized Signature Procedure)

Contracts for Construction, Reconstruction, Maintenance, and Repair Projects

- If a contract is $20,000 or greater, the College shall with public notice, solicit competitive bids and shall award the contract to the lowest responsible bidder, meeting specification, after approval by the Board of Trustees. A minimum of three (3) responsible bids must be received or a written explanation as to why it was not possible to obtain three (3) bids. Note: When it is deemed that there are not a sufficient number of suppliers, in the distribution area of the public bid, to supply responsible bids, the Purchasing Department, with concurrence of the Solicitor and written approval of the President or his / her designee shall solicit competitive bids without public notice.
- If a contract is $10,000 or greater but less than $20,000, the College shall solicit a minimum of three (3) competitive written quotes and shall award the contract to the lowest responsible supplier, meeting specification, after approval by the Board of Trustees. A minimum of three (3) responsible bids must be received or a written explanation as to why it was not possible to obtain three (3) bids.
- If a contract is $2,000 or greater but less than $10,000, the College shall solicit written competitive quotes from a minimum of three (3) responsible suppliers and shall award the contract to the lowest responsible supplier, meeting specification, after approval by the College President or his / her designee. (See Westmoreland County Community College – Authorized Signature Procedure)
- If the contract is less than $2,000, the College may award the contract without soliciting competitive quotes with the approval of the College President or his / her designee. (See Westmoreland County Community College – Authorized Signature Procedure)

Additional Notes on Public Bids

- The procuring department will provide a completed Purchase Requisition containing a complete listing of requirements or specifications for the requested material or service to assist the Purchasing Department in developing the competitive bid, quote, or proposal request. The requisition must have appropriate financial account codes and approvals.
- All bids under public notice shall be in a written format, delivered to the designated place in an appropriately marked sealed envelope, at or before the designated bid due date and time. All bids under public notice will be opened publicly unless otherwise noted in the bid notice.

- A Bid Bond shall accompany all bids for construction, reconstruction, maintenance, and repair under public notice, unless otherwise noted in the bid notice or bid package, with corporate surety or certified check in the amount of ten percent (10%) of the amount of the bid. If a bidder, upon award of the contract, fails to comply with the requirements as to a bond guaranteeing the performance of the contract, the bid bond or certified check shall be forfeited.
- The College will not require Bid Bonds for the purchase of personal property, equipment, supplies and services under public notice for bids.
- The bidder to whom a contract is awarded for construction, reconstruction, or repair projects shall furnish a Performance Bond to guarantee the performance of the contract and payment for labor and materials. Bonds shall be in accordance with the Public Works Contractors' Bond Law of 1967. Failure to furnish said bonds shall void the previously awarded contract.
- All bids for construction, reconstruction, and repair projects greater than $25,000 are subject to Pennsylvania Department of Labor and Industry Bureau of Labor Law Compliance Prevailing Wages Project Rates in effect at the time of the Bid package issuance.
- All bids for construction, reconstruction, and repair project must include proof of insurance meeting the minimum requirements set forth in the Bid Request.
- The College and its Board of Trustees reserve the right to reject any and all bids, or any parts thereof, or items therein, and waive any technicalities or informalities in bidding. The College further reserves the right to award the contract on a split order, lump sum, or individual item basis, or to reissue the solicitation.
- Contracts for Construction, reconstruction, Maintenance, and Repair will contain a contingency, not to exceed five percent (5%) of the total value of the contract, to cover omissions and changes to scope of work during the course of the contract.
- Contracts will be awarded to the lowest responsive and responsible bidder, kind, quality, and material being equal.
- The Purchasing Dept. will make every effort to insure Westmoreland County suppliers are given the opportunity to bid on projects within their capabilities.

Exceptions to Competitive Bidding

Some materials and services due to unique circumstances necessitate exceptions to the competitive bid / quote requirements. When it is deemed that these circumstances occur, back up documentation and justification are required, to obtain the exemption and are subject to the regular approval process and additional signatures as noted. In all cases the Purchasing Department will research each exception to insure competitive bidding is not possible. The Purchasing Department with the concurrence of the College Solicitor and the written approval of the President or his / her designee shall proceed with the purchase. The following situations are exempt from competitive bid requirements:

- Goods, equipment, or services needed immediately because of an emergency at the College that creates a threat to public safety or further substantial damage to buildings, the President or his / her designee may waive the requirement for competitive bids.
- Requirements for professional services from attorneys, accountants, auditors, educational consultants, appraisers, insurance agents, architects and designers, etc.

- Item to be purchased can only be procured from a single source in a given state or region due to exclusivity by the manufacturer. (Follow Sole Source / Single Source Guidelines)
- Competitive bidding is precluded by the existence of Patent Rights, Copyrights, or similar circumstances. (Follow Sole Source / Single Source Guidelines)
- Procurement of components, replacement parts, warranty services, or technical services in connection with the assembly, installation, servicing, or the instruction of personnel, relating to a particular piece of equipment which can only be provided by a single source. (Follow Sole Source / Single Source Guidelines)
- The procurement is for an item which must be compatible to or match a particular brand, to those items already on the College premises. (Follow Sole Source / Single Source Guidelines)
- Purchase of used, reconditioned, or refurbished equipment from a single known source.
- Items that due to the complexity or technical nature of the item or service to be purchased, it is determined that it is not possible to draft an adequate specification or adequately detailed description of the item or service, for the solicitation of competitive bids.
- Purchase of materials, equipment, or services using PA State Contracts, COSTARS Contracts, PEPPM Contracts or other purchasing consortiums or networks.
- Any good or service competitively bid thru use of a Consultant or Broker.

Sole Source / Single Source Guidelines

By definition, a Sole Source is an item or service that due to its uniqueness or technology can only be purchased from one source, generally the manufacturer. A Single Source item or service is one that can only be purchased from one source due to restrictions of the manufacturer (defined territories, etc.). Brand preference or Supplier preference does not constitute a Sole Source / Single Source. Both cases will require justification and approval. Each justification must include the following information:

- Department where the item or service will be used.
- Complete description of the item or service and the function it will serve.
- Explanation of the uniqueness of the item or service and why the Manufacturer or Supplier is the only one qualified to supply the item or service at the exclusion of all others. Why is this item or service superior to similar items or services and why are other similar items or services deficient.
- Explanation of what will occur if the purchase requested is not made.
- Describe the research that was completed to determine that no other competitor exists. Provide list of other suppliers / manufacturers investigated
- Provide list of other suppliers who supply similar but not identical item or service.
- If Single Source, a letter from the manufacturer must be provided detailing why this is a single source.
- Signature of Requestor
- Signature of Dean, Department Head, appropriate Vice President, and College President

Note: *All Sole Source / Single Supplier purchase greater than $10,000 must be approved by the Board of Trustees.*

Public Contracts

The Board of Trustees authorizes the Purchasing Department to recommend purchases from Commonwealth of Pennsylvania, Department of General Services State Contract, COSTARS Contracts, Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Contracts, and other contracts and consortiums available to institutions of higher education, for items in excess of the Quote or Public Bid amount. Purchases using these contracts do not require advertising, public bids, or quotes. The Purchasing Department shall qualify pricing obtained from these contracts for purchases in excess of $50,000 to insure the best pricing for the College. The contract to be used will be researched by the Purchasing Department to insure the contract is being properly used for the requested materials. These purchases shall be approved by the Board of Trustees in accordance with the Public Bid / Quote guidelines above.

Credit Card Purchases

The Purchasing Department maintains Credits Cards (store specific and First Commonwealth) for small dollar, emergency, and on-line purchases for College requirements where the College does not have an established account. Credit Card purchases require a signed / approved Purchase Requisition with proper financial account codes, at the time of obtaining the credit card. The card will be signed out. Following use, the credit card will be returned, with the original receipt, to the Purchasing Department. The Purchasing Department will issue a Purchase Order for payment of store specific credit cards. The First Commonwealth purchases will be reconciled by the Purchasing Department upon receipt of their Invoice and Payment Vouchers will be issued to the Accounting Department.

Note: Goods and services currently under a College Contract must be purchased using the contract and not by use of the College Credit Cards.

Licenses, Service Agreements, and Maintenance Contracts

Contracts for Software Licenses, Service Agreements, and Service Contracts will be issued by the Purchasing Department following the purchase of the covered item. These will be approved by the Board of Trustees in accordance with the Bid / Quote Guidelines above. In the case of multiyear contracts, the entire amount for the length of the contract will be taken to the Board of Trustees for approval prior to the first year of the contract. Once approved, subsequent years will not be brought back to the Board of Trustees for approval. Multi-year agreements / contracts will be for no longer than three (3) years, with the option for two (2) additional one (1) year options. All extensions to the original contract will be taken to the Board of Trustees for approval.

Change Orders

Change Orders will be issued to correct any Purchase Order discrepancy, Invoice pricing discrepancy, or for partial payment of the Purchase Order total amount.

- Change Orders for price increases will be approved in writing, by the requisitioning department, following discussion with the vendor, prior to the change.

- Change Orders for partial Payment of invoices will be initiated by the Accounts Payable department by means of a copy of the Invoice, approved by the requisitioning department. The Change Order will be entered to reduce the total amount by the invoice amount.
- Change Orders for Purchase Orders for construction, reconstruction, maintenance, or repair, previously approved by the Board of Trustees, must have approval of the Board if the amount exceeds $20,000 or is over the contingency amount specified in the original Purchase Order.
- Change Orders for Personal Property, Equipment, Supplies, or Services, not previously approved by the Board of Trustees, must have approval of the Board if the new total amount exceeds $10,000.

4.15 Travel Policy

Policy approved by the Board of Trustees – January 1, 2000
Policy revised by the Board of Trustees – February 26, 2003
Policy revised by the Board of Trustees – September 28, 2005
Policy revised by the Board of Trustees – June 22, 2011
Policy revised by the Board of Trustees – December 14, 2022

It is the policy of Westmoreland County Community College to reimburse employees for all reasonable and necessary expenses related to and incurred during authorized travel for college business. Westmoreland County Community College is a publicly funded institution, and as such, employees are expected to exercise prudence, discretion, and economy in their choice of travel purpose, mode of travel, accommodations, meals and miscellaneous expenses.

Travel Authorization

Westmoreland County Community College employees who depart from their assigned place of work during normal assigned working hours on college business travel must have the appropriate supervisory authorization.

The college recognizes, however, that some employees do travel to off-campus locations as a normal and routine part of their duties. Such travel shall be authorized through their job description, and shall not normally need special supervisory authorization. Employees who normally travel within the county as part of their job duties, however, are expected to provide their supervisor with a schedule.

Travel Requests/Approvals

Travel Requests

1. Local Travel – While it shall not be necessary to submit a Travel Request Form (Appendix 4-A) for local travel, employees who do not normally travel as a part of their job duties must obtain supervisory authorization in advance of the travel.

2. Overnight Travel – Employees are required to complete a Travel Request Form (Appendix 4-A) and obtain approvals from their immediate supervisor and their appropriate vice president in advance of the travel. Every effort should be made by the employee to estimate the cost of the travel as accurately as possible.

Note: Reservations should not be made, and travel arrangements should not be committed or booked prior to the employee's Travel Request Form being approved.

Supervisor's Approval Responsibility

It is the responsibility of the employee's supervisor who is approving the travel request to be familiar with the college's travel policy in order to assure the appropriateness of the travel, the reasonableness of the request, and the availability of budgeted funds.

Travel Reimbursement

Employees must document all requests for travel expense reimbursement by completing a Travel Expense Voucher (**Appendix 4-B**). A travel expense voucher must be submitted within five working days of returning from your trip. This includes a trip where there are no reimbursable expenses. All requests must be clearly itemized, be accompanied by appropriate receipts, be submitted on a timely basis and finally, have the approval of the employee's supervisor and the appropriate vice president prior to being submitted to the Accounting Department for reimbursement.

Transportation

1. College-Owned Vehicle Use

   The college maintains a small number of vehicles which may be used for college related travel. Every attempt should be made to utilize these vehicles first, prior to using personal vehicles for college related travel. These vehicles are reserved through the Facilities Department, generally on a first-come, first-served basis; however, groups of two or more may be given preference over individual employees and long-distance travel will be given priority over local travel. Employees requesting use of college vehicles should contact the Facilities Department as far in advance as possible.

   Employees are responsible to insure that the vehicles are kept clean, operated in a proper manner and treated as if they were their personal vehicles. Employees are also reminded that the college vehicles are NON-SMOKING vehicles.

   Employees should make arrangements with the Facilities Department to pick up the keys, mileage log, and the college's gasoline credit card prior to their scheduled departure time. Employees using a college vehicle should visually inspect the vehicle, noting any damage or other problems before driving away. The beginning mileage should be recorded in the mileage log. Prior approval is needed for employees to keep college vehicles overnight at their homes.

   Employees should utilize the college's gasoline credit cards whenever possible and obtain receipts to be turned in upon return. If it becomes necessary for employees to pay cash or use a personal credit card for gasoline or other vehicle repairs, employees should obtain a receipt in order to request reimbursement on their Travel Expense Voucher.

   Should an employee be involved in an accident while using a college vehicle, the employee should attempt to contact the Facilities director immediately. A copy of the college's accident reporting procedures are kept in the vehicle. If the vehicle is damaged due to an accident or a mechanical breakdown, the driver should attempt to contact the college's Facilities Department for instructions, if possible, before proceeding to arrange repairs. If the disabled vehicle is close to the college campus, it may be possible that Facilities Department personnel may be able to render assistance. In situations when the Facilities department staff cannot be contacted, the driver is authorized to use his/her discretion and judgement to arrange for whatever road service, towing, or repairs are necessary to render the vehicle drivable for the return trip to the

College. If the vehicle cannot be rendered drivable within the same day, arrangements may be made for overnight lodging, rental cars, or other alternative transportation.

Expenses for emergency repairs to college vehicles should be charged to the college's gasoline company credit card, if possible, or other employee credit cards and reported on the Travel Expense Voucher for reimbursement. It may also be possible to issue a purchase order through the college's Purchasing Office if the repair shop is willing to work on that basis.

When the employee returns to the college campus, the vehicle should be parked in a location which has been prearranged with the Facilities Department. The ending mileage should be recorded in the mileage log. The employee should do a visual inspection and note any damage, mechanical problems encountered, or other maintenance problems. Loose trash and debris must be gathered and removed along with all personal possessions. The keys, mileage log, gasoline credit card, and all college credit card receipts should be turned in to the Facilities Department. When returning a vehicle after normal business hours, all doors should be locked and all documents and keys should be given to the security guard on duty.

College-owned vehicles are to be used for college business only. Therefore, employees on college related business trips in college owned vehicles are not to use these vehicles for personal use.

2. Personal Vehicle Use and Mileage Reimbursement

Employees who use their personal vehicles for college related travel will be reimbursed for mileage at the current college rate determined by the Internal Revenue Service. The mileage reimbursement is intended to cover all of the operating and capital depreciation costs of the vehicle. Additional claims for gasoline, towing, tires, repairs, or other vehicle operating costs will not be allowed.

Employees are expected to keep a record of actual odometer readings, and to report actual mileage per odometer readings when submitting claims for mileage reimbursement on the Travel Expense Voucher.

Employees on overnight College related travel may use their personal vehicles for trips of a personal nature during their off-duty time, however, the mileage for such non-business travel should not be included when claiming mileage reimbursement.

Employees are expected to maintain adequate insurance on their personal vehicles. The college will not be liable for damage to an employee's vehicle which may occur while an employee is traveling on college related business.

3. Ground Transportation and Automobile Rental

The availability and cost of ground transportation should be considered when selecting lodging on business trips or limousine service.

For conferences, conventions, and other association meetings in major metropolitan areas, there frequently will be free courtesy shuttles between the airport and the conference hotel. These should be confirmed in advance and utilized whenever possible. When courtesy shuttles are not available, there are frequently other inexpensive ground transportation options, such as buses or airport limousine services. Taxies will usually prove to be more expensive, and should be utilized only when less expensive alternatives are not available. It may sometimes be the case that a more expensive hotel with free shuttle service to the airport may prove to be more economical overall than a less expensive hotel, which requires the use of a taxi or rental car.

Employees utilizing shuttle services, buses, limousines, taxies, or other ground transportation should obtain a receipt for the cost of the service. Proper documentation includes: the date, time, departure and destination locations, cost, and service providers. This same information, with the employee's own signature, should be used if a receipt cannot be obtained.

Employees requiring a rental car must have the Cabinet member's administrative support staff make this arrangement. An employee is not permitted to make their own arrangements.

Reimbursable expenses include the charges for the rental car itself, gasoline purchased for the rental car, turnpike tolls, and parking fees.

Rental car companies will typically offer a daily insurance package and an additional charge for the option of signing a collision damage waiver (CDW). These options should not be purchased as the college's Travel Liability Insurance Policy provides these coverages.

4. Commuting Expense

Driving from the employee's home to the college and back is personal commuting expense and not a reimbursable travel expense. As such, any related commuting expenses (i.e., tolls) are not reimbursable as a travel expense.

Mileage for college related trips should be calculated using the employee's normal workplace. Employees may occasionally have to depart on and/or return from a business trip directly from their home without first reporting to their normal work place. In such cases, the employee must calculate the estimated mileage for the trip as if they had departed from and returned to their normal workplace and claim the lesser of the two for reimbursement.

5. Air Travel

All air travel must be booked through the Cabinet member's administrative support staff. Employees should obtain an estimate from the Administrative Services administrative assistant to use for travel request approval, however, reservations should not be finalized until the

employee's travel request has been approved by their supervisor and/or appropriate vice president. The following general considerations should be used when making airline reservations:

a. Travel arrangements should always be booked as far in advance as possible to obtain the lowest possible fares.
b. Coach or reduced fares are to be used for domestic travel.

6. Other Modes of Transportation (Car, Train, Bus, etc.)

   There may be occasions when employees may find travel by car, train or bus to be economical and advantageous. Carpooling or use of the college van should be considered for trips involving multiple college employees. Employees will be allowed and encouraged to use alternative modes of transportation if significant savings over air fares results after considering the added costs of hotels, meals and/or extended time away from the employee's job. A comparison of costs should be included on the employee's Travel Request. In any case, the college's reimbursement will be limited to the least expensive travel mode available. 7.

7. Vehicular Violations

   Employees are expected to obey all traffic laws when driving college-owned vehicles, their personal vehicles, or rental vehicles on college related business. Employees who are charged with traffic violations while driving on college related business are not only responsible for the related fines, but may also be subject to college disciplinary actions.

8. Other Transportation Expenses

   The actual amount of turnpike tolls, parking expenses or other related transportation expenses incurred during college related travel is reimbursable to the employee. Receipts must be submitted with the employee's request for reimbursement.

Lodging

All lodging reservations must be handled by the Cabinet member's administrative support staff. The college will not reimburse the employee for additional costs associated with upgrading room accommodations or for additional persons staying in the room (i.e., spouse, children, etc.).

Employees attending professional association meetings or seminars should normally stay in a hotel where special conference rates are available for participants. However, comparative costs for lodging at other nearby hotels, along with associated extra transportation expenses, should be checked to verify that the conference hotel rate is the most advantageous.

Employees shall be personally responsible for incidentals (i.e., in room movies, miscellaneous charges). Any non-reimbursable expenses incurred by the employee during their hotel stay should be clearly

itemized and deducted from the total amount of the hotel bill to determine the net amount of reimbursement.

If a guaranteed hotel reservation must be canceled, it is the responsibility of the employee to advise the hotel or the Cabinet member's administrative support staff as soon as possible or at least prior to 6 p.m. (local time of the hotel) on the scheduled day of arrival to avoid non-cancellation penalties. Penalties incurred for non-cancellations will be the responsibility of the employee.

Meals – Per Diem

Employees will be reimbursed for meals, including gratuities, on the following per diem basis while traveling on college business:

Breakfast	$ 6.00
Lunch	9.00
Dinner	26.00
Total	$ 41.00

Most conferences include some or all meals during the conference as part of the registration fee. An employee should not claim per diem meal reimbursement for these conference meals

Communication

College related calls while traveling are reimbursable, including calls to the college from out-of-state locations. Because cellular phone, calling card, and hotel room calls are usually subject to extra charges, employees are expected to use prudence and moderation in making such calls.

Incidental and Miscellaneous Travel Expenses

A reasonable amount of incidental or miscellaneous travel expense (i.e., baggage handling) incurred while traveling on college related business is reimbursable to the employee.

NOTE: The cost of all expenses which cannot be supported as business related will be considered personal expenses and be the responsibility of the employee.

Travel Advances

Requests for a travel advance should be approved by the employee's supervisor. The advance should not exceed 75% of the total estimated travel expense net of any travel costs paid directly by the college. Employees are encouraged, however, to use a personal credit card to charge reimbursable expenses whenever possible.

Timely Travel Arrangements

Employees attending a conference should have the arrangements approved in a timely manner as to take advantage of the conference's most inexpensive registration fee. Late registration fees will, in

most cases, be the responsibility of the employee. Similarly, employees going on college related trips should plan their trips in order to make the most productive utilization of their time.

4.16 Sale of Real Estate Property

Policy approved by the Board of Trustees – October 28, 2015
Policy approved by the Board of Trustees – December 14, 2022

The Board of Trustees may dispose of the college's full ownership interest in real property by sale or exchange for other real property if the Board of Trustees finds the property to be unnecessary or undesirable for the college's purposes. Any sale of real property must be for adequate consideration and done in accordance with applicable law. Any valid restrictions placed on the use or disposal of real property acquired with money obtained through a grant shall be honored, except as may be allowed by the granting authority. The net proceeds of any sale of real property shall be paid into the college's general fund.

To ensure that adequate consideration is realized by the sale, three sources of opinion on the value of the real estate shall be obtained. At least one of these sources must be property appraisal performed by a certified general appraiser (the "Appraisal"). The other two opinions of value may be obtained in letter form from a real estate agent familiar with fair market values of real property in the area in which the property being sold is located (the "Opinion"). The sale price of the real property will be considered adequate if the sale prices exceeds the average of the Appraisal and the closest Opinion of value to the Appraisal.

If the Board of Trustees deems it necessary, the board of trustees may engage the services of a licensed real estate broker to secure prospective purchasers, and pay them the customary real estate agents' commission charged in Westmoreland County. The contract with the real estate broker shall include a provision which excludes payment of commission on any sale to a buyer who demonstrated an interest in purchasing the property from the college prior to listing the property with the agent.

Notwithstanding the foregoing provisions of this policy, the board of trustees may offer the real property for sale to Westmoreland County through the Board of County Commissioners at a fair price negotiated between the two boards.

4.17 Electronic Signature (eSignature) Policy

Approved by the Board of Trustees – January 26, 2022

A. Purpose

The eSignature Policy shall be used by Westmoreland County Community College (college) to increase productivity and ensure convenient, timely and appropriate access to information by using electronic signature technology to collect and preserve signatures on documents quickly, securely, and efficiently. In addition to increasing productivity and efficiency, this policy furthers the college's goals of reducing the consumption and storage of paper documents and the maintenance and supply of printers. This policy establishes when electronic signature technology may replace a hand-written signature, with the goal of encouraging the use of paperless, electronic documents whenever appropriate and allowed by law. This policy applies to all signatures used in processing various college documents and assumes the college signer has been given the authority to sign as determined by the president or their designee.

B. Intended Goals for eSignature

- **Security and Legal Compliance:** The use of e-forms and eSignature provides a secure method of signing and transferring documents electronically. A document cannot be altered after the signer has completed the eSignature.

- **Integration into business processes:** The eSignature process may fit into pre-existing business practices, providing automated processes.

- **Simplified workflow:** eSignatures eliminate resource-intensive processes that require the college and the public to manually sign documents. Features of the eSignature process include automation of simple forms, ability to track and review changes, vary the recipient roles, tag signatures, etc.

- **Cost benefits:** There is a potential cost-savings from not having to print, file, scan, and store paper copies. The college will save also on certified mail, postage, printing, ink, envelopes, and paper.

C. Policy

This policy applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification. It is the policy of the college to encourage the use of electronic signatures in all internal and external activities, documents, and transactions where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on the department's preferences. In such situations, affixing an electronic signature to the document in a manner consistent with this policy shall satisfy the college's requirements for signing a document.

D. Requirements of eSignature

1. The use of eSignatures is permitted and shall have the same force and effect as the use of a "wet" or manual signature if all the following criteria are met:
    a. The eSignature is unique to the person using it.
    b. The eSignature is capable of verification.
2. The eSignature is under the sole control of the person using it.
    a. Email notifications requesting eSignatures must not be forwarded.
    b. These requirements prohibit the use of proxy signatures.
3. The eSignature is linked to the data in such a manner that if the data is changed after the eSignature is affixed, the eSignature is invalidated.

E. Common Types of Documents

This policy is intended to broadly permit the use of eSignatures. Examples of common types of documents are listed with notes on each type of document.

Notes Memos, Forms, Board Letters, and Other Correspondence

- Yes, eSignature is recommended.

Contracts

- Yes, eSignature is recommended.

Certificates, Permits

- Yes, if allowed by law departments should work with college counsel to determine where applicable laws permit an eSignature to be used.

Documents Requiring Notarization

- No

Document Requiring the Board President's Signature

- No

F. Documents Involving Other Parties

In the case of contracts or transactions which must be signed by outside parties, each party to the agreement must agree in advance to the use of an eSignature. No party to a contract or other document may be forced to accept an eSignature; they must be permitted to decide either way. Such consent may be withdrawn by the other party at any time such that future documents must be signed in hardcopy format. When a document is electronically signed by all parties, the college will provide a copy of the electronically signed document to the other parties in an electronic format that is capable of being retained and printed by the other parties.

G. Storage and Archiving of Electronically Signed Documents

If a document exists only electronically, steps should be taken by each department to ensure that a fixed version of the final document is stored in some manner. It is up to the department to decide how to store these final electronic documents so long as it does so in a manner consistent with any applicable college document retention policies and any applicable laws.

H. eSignature Solution Providers

The college's Information Technology Department will be responsible to determine acceptable technologies and eSignature providers consistent with current state legal requirements and industry best practices to ensure the security and integrity of the data and the signature.

I. Conclusion

The use of eSignature is intended to make Westmoreland College Community College business practices more efficient. The process eliminates the need to print, file, and store paper copies of documents that can now be authenticated digitally and stored electronically.

5 Facilities Policies

5.1 Ownership / Use of College Facilities / Equipment

Policy approved by the Board of Trustees – March 26, 2003
Policy revised by the Board of Trustees – December 14, 2022

College facilities and equipment are the property of the college.

Unless specifically authorized by the college in accordance with its facilities policies, use of college facilities and equipment therein for personal or gainful business purposes by either employees or third parties is prohibited.

5.2 Facilities Regulations

Policy approved by the Board of Trustees – March 26, 2003
Policy revised by the Board of Trustees – December 14, 2022

The president of the college, or his or her designee, may approve the use of college facilities by outside groups and determine the charge for such usage, if any.

Use of college facilities will not be permitted for any partisan political meeting or function or any religious service or meeting, unless such meeting is sponsored by a campus organization, is educational and open to the public on a uniform basis or is scheduled in accordance with the Colleges Political Campaign Activities Policy.

Outside groups shall provide proof of insurance(s) as determined by the college naming the college as an additional insured and make such an agreement as may be required by the college to indemnify the college for loss or injury occasioned by the group's use of college facilities.

The college reserves the right to cancel a facility use agreement for a violation of any rule or regulation of the college, or if the sponsor provides false information to the college in order to secure use of the facility.

5.3 Traffic and Parking

Policy approved by the Board of Trustees – March 26, 2003
Policy revised by the Board of Trustees – December 14, 2022

The president, or his or her designee, shall establish rules and regulations governing traffic and parking on college property. Such rules and regulations shall conform to any applicable state or local ordinances.

5.4 Use of Health / Fitness / Recreation Areas

Policy approved by the Board of Trustees – March 26, 2003
Policy revised by the Board of Trustees – December 2022

The Health/Fitness/Recreation areas were designed and built to be used primarily for physical development, sports, and recreational activities for students and employees. The president, or his or her designee, shall establish procedures, rules and regulations for the use of these areas.

5.5 Solicitation

Policy approved by the Board of Trustees – March 26, 2003
Policy revised by the Board of Trustees – December 14, 2022

The college's buildings and facilities are provided for the primary use of students, faculty, and staff.

Soliciting, selling, or distributing literature or materials by college students is regulated by the Office of Student Development and may only take place following guidelines established by that office.

Soliciting, selling, or distributing literature or materials by college employees is regulated by the office of Human Resources and may only take place following guidelines established by that office.

Soliciting, selling, or distributing literature or materials by persons or organizations not directly affiliated with the college is regulated by the office of the vice president/Administrative Services and may only take place following guidelines established by that office.

These guidelines are intended to protect the rights of the students, to maintain the aesthetic quality of the college, and to make it possible for divergent views to be expressed in an orderly manner.

5.6 Hours of Operation

Policy approved by the Board of Trustees – March 26, 2003
Policy revised by the Board of Trustees – December 14, 2022

The college will have a security/operations presence 24 hours per day, seven days per week. The president shall establish the college's hours of operation and the procedures for regulating the hours of operation. Access outside of normal business hours is limited to administrators and faculty. Signing in and out with security is required.

5.7 Naming of Facilities

Policy approved by the Board of Trustees – December 8, 2005
Policy approved by the Board of Trustees – December 14, 2022

Westmoreland County Community College has developed this policy to provide an opportunity to recognize those individuals, corporations and foundations that have had a significant impact on the college through distinguished service/and or contributions by the naming of facilities in their honor.

Facilities that may be named include present or future buildings, areas within buildings and all areas on the college grounds. These may include but are not limited to: buildings, classrooms, galleries, auditoriums, wings, benches, athletic fields, trees, fountains, gardens, and roads.

Westmoreland County Community College will consider the naming of facilities for individuals, corporations and foundations that have demonstrated exceptional service and/or generosity, and that have made significant contributions for the advancement of the college and its students. The naming of a facility does not imply any surrendering of administrative or academic power, and the name must comply with the current or intended use of the facility. Gifts may be made with the express purpose of naming a facility.

The general guidelines to be used when considering contributions for the naming of facilities will be:

- For all new buildings, the contribution should be a minimum of 50 percent of the construction costs.
- For existing structures, the contribution should be a minimum of 50 percent of the original costs or an estimate for construction plus any major renovation costs.
- For areas within new or existing buildings, the costs for construction of that building will be divided into square feet and will be calculated to equal 50 percent of the costs for the square feet covered in the space to be named. Additional consideration should be made for special features in the room, such as electronic classrooms or auditorium seating, etc.
- For landscaping features, the donation should be 100 percent of the cost

The executive director of the Education Foundation will work closely with the president of the college to identify appropriate individuals, corporations and foundations and will work with these individuals and groups toward the goal of finding appropriate facilities for naming purposes that are mutually beneficial. All proposals will be considered by the Education Foundation for a recommendation to the college board of trustees for their approval. Upon approval by the board of trustees, appropriate signage will be ordered and placed. While size may vary, the design of signage will be kept consistent throughout the college. The naming of facilities will be considered permanent.

5.8 Public Safety Training Center Usage

Policy approved by the Board of Trustees – January 25, 2006
Policy revised by the Board of Trustees – December 14, 2022

Westmoreland County Community College shall make many of the facilities of the Public Safety Trailing Center available, on a pre-scheduled and space-available basis, to any Westmoreland County public safety agency. The agency shall provide a certificate of liability insurance indicating general liability, automobile liability and workers' compensation insurance in amounts as determined by the college after consultation with the college insurance consultants and the college solicitor. When applicable, the college is to be named as an additional insured on such policies.

All agencies and facility users shall abide by the use of the Facilities rules and regulations as published and updated by the Public Safety Training Center. Failure to abide by the rules and regulations may cause the agency to relinquish its training privileges.

6 Governance – Pennsylvania Community Colleges

See **Appendix 6-A** – Act 46 Legislation.

Appendix 1-A – Board of Trustees Travel and Procedures Policy

Appendix 1-A

BOARD OF TRUSTEES

TRAVEL POLICY AND PROCEDURES

Board Motion 34.04
July 24, 2002
Revised January 23, 2008

WESTMORELAND COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES
TRAVEL POLICY AND PROCEDURES

I. Travel Policy

II. Travel Reimbursement

A. Transportation

1. Personal Vehicle Use and Mileage Reimbursement
2. Ground Transportation and Automobile Rental
3. Air Travel
4. Other Modes of Transportation
5. Vehicular Violations
6. Other Transportation Expense

B. Lodging

C. Meals

D. Communication

E. Timely Travel Arrangements

F. Supplemental Tours

G. Reimbursement Process

Appendices

Appendix I – Travel Expense Voucher

WESTMORELAND COUNTY COMMUNITY COLLEGE

BOARD OF TRUSTEES

I. Travel Policy

It is the policy of Westmoreland County Community College to reimburse Board members for all reasonable and necessary expenses related to and incurred during authorized travel for College business unless special authorization is given by the Board Chairperson in advance of travel. Reasonable expenses may include the cost of meals for the trustee's spouse or any other person approved by the Board Chairperson while conducting college business.

Board Travel must be approved by the Board Chairperson prior to booking travel. The Board member must submit written justification for the travel that includes how the travel directly impacts their role as a board member and/or benefits the college. The board member is expected to provide a report of how the travel benefited the college and their board responsibilities.

Westmoreland County Community College is a publicly funded institution; and as such, Board members are expected to exercise prudence, discretion, and economy in their choice of travel purpose, mode of travel, accommodations, meals, and miscellaneous expenses.

II. Travel Reimbursement

A. Transportation

1. Personal Vehicle Use and Mileage Reimbursement

Board members who use their personal vehicles for College related travel will be reimbursed for mileage at the existing IRS rate. The mileage reimbursement is intended to cover all of the operating and capital depreciation costs of the vehicle. Additional claims for gasoline, towing, tires, repairs, or other vehicle operating costs will not be reimbursed.

Commuting travel will be non-reimbursable. Commuting travel shall be defined as travel generated from within such as travel to Board meetings or committee meetings.

Board members are expected to maintain adequate insurance on their personal vehicles. The College will not be liable for damage to a Board member's vehicle, which may occur while a Board member is traveling on college related business.

2. Ground Transportation and Automobile Rental

The availability and cost of ground transportation should be considered when selecting lodging on business trips.

The College will reimburse Board members for car rental, which is necessary for college business. Rental days in excess of the College business shall be the responsibility of the Board member.

Reimbursable expenses include the charges for the rental car itself, gasoline purchased for the rental car, turnpike tolls, and parking fees.

Rental car companies will typically offer a daily insurance package and an additional charge for the option of signing a collision damage waiver (CDW). These options should not be purchased as the college's Travel Liability Insurance Policy provides this coverage.

3. Air Travel

The Board Recording Secretary shall review possible airline schedules and cost for the time frame necessary to attend a conference. Fares will be based on advanced notice and coach travel to obtain the lowest fares. Board members choosing to extend their stay or itineraries will be responsible for the additional costs. Normally the College will make reservations and purchase airline tickets.

4. Other Modes of Transportation (Train or Bus)

There may be occasions when Board members traveling a long distance from the college may find travel by car, train or bus to be economical and

advantageous. Board members will be permitted and encouraged to use such alternative modes of transportation if significant savings over air fares results after considering the added costs of hotels and meals. In any case, the College's reimbursement will be limited to the least expensive travel mode available.

5. Vehicular Violations

Board members are expected to obey all traffic laws when driving college-owned vehicles, their personal vehicles, or rental vehicles on College related business. Citations issued to a Board member will be the responsibility of the Board member.

6. Other Transportation Expenses

The actual amount of turnpike tolls, parking expenses or other related transportation expenses incurred during College related travel is reimbursable to the Board member. Receipts should be submitted with the Board member's request for reimbursement.

B. Lodging

Board members should utilize standard rooms. Additional costs associated with upgrading room accommodations will be the responsibility of the Board member.

The Board member shall be personally responsible for charges for in-room movies and other incidental expenses or services. Any non-reimbursable expenses incurred by the Board member during their hotel stay should be clearly itemized and deducted from the total amount of the hotel bill to determine the net amount of reimbursement. If a guaranteed hotel reservation must be canceled, it is the responsibility of the Board member to advise the hotel or the Board Recording Secretary to 6:00 p.m. (local time of the hotel) on the scheduled day of arrival or as indicated on the hotel confirmation as to hotel's cancellation policy to avoid non-cancellation penalty.

C. **Meals**

The College will reimburse Board members for all meals, including gratuities, associated with travel to and from a conference or meeting. Receipt should be submitted with the Travel Expense Voucher for reimbursement.

D. **Timely Travel Arrangements**

Board members attending a conference should make arrangements in a timely manner as to take advantage of the conference's most inexpensive registration fee.

E. **Supplemental Tours**

Arrangements and costs for supplemental tours shall be the responsibility of the Board member and kept separate from the conference expenses.

F. **Reimbursement Process**

A Travel Expense Voucher (Appendix I) showing all expenses for the conference must be completed. Prepaid expenses shall be included on the reimbursement form provided to the Board member prior to travel.

All reimbursable expenses shall be supported by an appropriate receipt.

WESTMORELAND COUNTY COMMUNITY COLLEGE

Travel Expense Voucher

Department	Account Type	Department No.	Detail No.

0919/FF/007

Name and Address
PID

I certify that the expenses listed below were actually incurred in the fulfillment of my duties and that they do not include personal expenses.

Signature _____ Date _____

Approval _____ Date _____

Approval _____ Date _____

Total Expenses _____

Less: Prepaid Expenses _____

Advance _____

Subtotal _____

☐ Amount Owed College _____

☐ Amount Owed Individual _____

DATE		OBJECT OF TRIP	TRANSPORTATION				SUBSISTENCE				Misc. Expenses	TOTALS
			No. of Miles	Mileage Expense	Turnpike Tolls/ Parking	Plane Taxi Other	Room	Breakfast	Lunch	Dinner		
	From											
	To											
	From											
	To											
	From											
	To											
	From											
	To											
	From											
	To											
	From											
	To											
TOTALS												

Detail of Miscellaneous Expenses	Amount

Grant Stamp

Detail of Prepaid Expenses	Amount

Appendix 2-A – Internet / E-mail Usage Agreement

1.2.4 Internet / E-mail Usage Policy

Internet / E-mail Usage Agreement

I have received a copy of Westmoreland County Community College's [known as the college] Internet/ e-mail Usage Policy. I recognize and understand that the college's Internet/e-mail systems are intended to be used for conducting college business. I understand that use of the college's equipment for private purposes is prohibited.

As part of the college organization and use of the college's gateway to the Internet and e-mail system, I understand that this Internet/E-mail Usage Policy applies to me. I have read the aforementioned document and agree to follow all policies and procedures that are set forth therein. I further agree to abide by the standards set in the document for the duration of my employment with the college. I understand that Internet/E-mail usage and content will be monitored by the college to ensure compliance with the Acceptable Use Policy and I have no expectation of privacy in its use.

I am aware that violations of this Internet/E-mail Usage Policy may subject me to disciplinary action, up to and including discharge from employment. I further understand that my communications on the Internet/E-mail reflect the college worldwide to our customers. Furthermore, I understand that this document can be amended at any time.

_____ _____

Employee's Signature Date

_____

Employee's Printed Name

_____

Manager's Signature

Appendix 2-B – Acknowledgement and Release Form

1.2.11 Substance Abuse

Acknowledgment and Release Form

I acknowledge that I have received a copy of the Westmoreland County Community College Substance Abuse Policy (the "Policy"). I have read the Policy and taken the opportunity to ask any questions. I understand that my compliances with the Policy is a condition of my employment and continued employment.

I hereby give consent to administer and to perform on me appropriate tests and analyses in accordance with the Policy to detect the presence of illegal drugs and alcohol in my system. Further, pursuant to Westmoreland County Community College's continuing efforts to keep the work place free of illegal drugs, I consent to and will cooperate with the questioning or searches of my person, desk, work area, locker, vehicle, bag or personal belongings while at work in accordance with the Policy.

I agree to hold Westmoreland County Community College and its agents harmless and to hereby release any and all claims in connection with, or arising out of the administration of the Policy including any testing pursuant to the Policy.

Finally, I understand that the refusal to consent to testing or searches, refusal to cooperate in an investigation or any other violation of this policy, is grounds for discipline, up to and including discharge.

_____ _____

Date Employee

_____

Witness

Appendix 2-C – Records Retention Policy Schedule

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

General

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
1. General			
1.1. Correspondence – Administrative (*i.e.* containing significant information about the College)	Originating Office	Paper/Electronic	Ten years
1.2. Correspondence – Executive (*i.e.* regarding significant events or the development of the College's administrative structure, policies and procedures)	Originating Office	Paper/Electronic	Permanent
1.3. Correspondence – General (*i.e.* containing no significant information relating to the College)	Originating Office	Paper/Electronic	One year
1.4. Event Files	Originating Office	Paper/Electronic	Review annually
1.5. Outside Board, Commission, Association and Membership Organization Information	Originating Office	Paper/Electronic	Five years from the expiration of the commitment for those documents reflecting a defined commitment to the organization; Three years for all others
1.6. Personal Files (*e.g.* hot topics, special projects, tasks)	Originating Office	Paper/Electronic	Review annually
1.7. Speeches	Originating Office	Paper/Electronic	Review annually

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office of the President

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
2. President			
2.1. Board of Trustees Documents	President	Paper/Electronic	Permanent
2.2. Cabinet Meeting Minutes	President	Paper/Electronic	Permanent
2.3. Calendars	President	Paper/Electronic	Ten Years
2.4. Committee Recommendation Approvals	President	Paper/Electronic	Permanent
2.5. Presentations and Speeches	President	Paper/Electronic	Permanent
2.6. Strategic Plans	President	Paper/Electronic	Permanent

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office of Human Resources

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
3. Human Resources			
3.1. Act 153 clearances (PA Child Abuse History, PA Criminal Record Check and FBI Federal Criminal History)	Human Resources	Paper/Electronic	Five years and must be renewed every five years based upon the date of the oldest clearance
3.2. ADA Accommodation Files	Human Resources	Paper/Electronic	Six years from last date of employment
3.3. Benefit Plan Documents	Human Resources	Paper/Electronic	Permanent
3.4. Collective Bargaining Agreements	Human Resources	Paper/Electronic	Permanent
3.5. Collective Bargaining Materials – Drafts	Human Resources	Paper/Electronic	Until conclusion of next CBA negotiating cycle
3.6. Collective Bargaining Materials – Historical Documents	Human Resources	Paper/Electronic	Permanent
3.7. Discrimination Complaint Files (External)	Human Resources	Paper/Electronic (files); Electronic (logs)	Three years from resolution; Permanent
3.8. Discrimination Complaint Files (Internal)	Human Resources	Paper/Electronic (files); Electronic (logs)	Three years from resolution; Permanent
3.9. Employee Benefit Files	Human Resources	Paper/Electronic	Six years from termination of employee's (former employee's) benefits
3.10. Employee Discipline Files	Human Resources	Paper/Electronic	Six years from last date of employment
3.11. Employee Handbooks	Human Resources	Paper/Electronic	Permanent
3.12. Employee Relations	Human Resources	Paper/Electronic	Three years from

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
Complaint Files (not resulting in litigation; excluding discrimination and harassment)			notification of resolution of complaint
3.13. Faculty Extended/Released Time Project Record	Human Resources	Paper/Electronic	Six years from last date of employment
3.14. FMLA Records	Human Resources	Paper/Electronic	Six years
3.15. Higher Education Staff Information Report (EEO-6)	Human Resources	Paper/Electronic	Three years from filing date
3.16. Investigations Resulting in No Discipline	Human Resources	Electronic	One year from closure of investigation
3.17. Investigations Resulting in Discipline	Human Resources	Electronic	Five years from last date of last employment (employees) or date of last attendance (students)
3.18. Leadership Development Records	Human Resources	Paper/Electronic	Review annually
3.19. Litigation Files (includes subpoenas)	Human Resources	Paper/Electronic	Ten years from termination of litigation or service of subpoena
3.20. Mandatory Sexual Harassment Training (In-Person)	Human Resources	Paper/Electronic (sign-in sheets and evaluation materials); Electronic (attendance list and training materials)	Sign-in Sheets – Until electronic attendance list created Evaluation Materials – One year Attendance List – Four years Training Materials – Review annually
3.21. Materials for Future Employee Handbooks	Human Resources	Paper/Electronic	Review annually
3.22. Non-Mandatory Training (*e.g.* Diversity, Civility)	Human Resources	Paper/Electronic	Review annually
3.23. Organizational Development	Human Resources	Paper/Electronic	Permanent
3.24. Pennsylvania New	Human Resources	Paper/Electronic	Three years from filing

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
Hire Report			date
3.25. Personnel Files (including application, resume, appointment/salary forms, contracts, performance evaluations, etc.)	Human Resources	Paper/Electronic	Six years from last date of employment
3.26. Pre-Employment Records for Applicants Who Are Not Hired (*e.g.* applications, resumes, interview notes, etc.)	Human Resources	Paper/Electronic	Three years from date of rejection notification or creation of record, whichever is later
3.27. Unsolicited Pre-Employment Records for Applicants Who Are Not Hired (*e.g.* applications, resumes, etc.)	Human Resources	Paper/Electronic	Six months
3.28. President's Personnel File	Human Resources	Paper/Electronic	Six years from last date of President's employment
3.29. Right to Know Law Documents	Human Resources	Paper/Electronic	Three years from date of response; If appeal is pending, records must be maintained through disposition of appeal
3.30. Sabbatical Files	Human Resources	Paper/Electronic	Six years from last date of employment
3.31. Spreadsheets for Paying for Advising	Human Resources	Electronic	Seven years
3.32. Statistical Data Reports re: Employees	Human Resources	Electronic	Ten years
3.33. Teaching Evaluations (by Students)	Human Resources	Paper/Electronic	Five years for permanent full-time and adjunct instructors; If promotion review pending or not yet commenced, maintain until promotion review process is complete
3.34. Temporary	Human Resources	Paper/Electronic	Six years from last date of

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
Employee Files			employment
3.35. Training	Human Resources	Paper/Electronic	Review annually
3.36. Unemployment Compensation Records	Human Resources	Paper/Electronic	Five years from date last contribution relating to the record has been paid
3.37. Union Arbitration Decisions	Human Resources	Paper/Electronic	Permanent
3.38. Union Grievance Files	Human Resources	Paper/Electronic	Permanent
3.39. Union Information Requests	Human Resources	Paper/Electronic	Three years from date of request
3.40. Union Settlement Agreements	Human Resources	Paper/Electronic	Permanent
3.41. Work Study Student Employee Files	Human Resources	Paper/Electronic	If Federal work study, three years from submission of the Fiscal Operations Report for the award year If not Federal work study, three years from graduation or the last date of attendance

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office of Information Technology

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
4. Information Technology			
4.1. Acceptable Use Forms (Employees)	Information Technology	Paper/Electronic	Three years from last date of employment
4.2. Ellucian Implementation Information	Information Technology	Paper/Electronic	Permanent
4.3. Ellucian Security Forms (Employees)	Information Technology	Paper/Electronic	Three years from last date of employment
4.4. Department Procedures	Information Technology	Electronic	Permanent
4.5. Laptop Pool Sign-Out Form	Information Technology	Paper/Electronic	One year
4.6. Master Schedule	Information Technology	Electronic	Permanent
4.7. Remote Site Information (e.*g.* Wiring, Leases, Classroom Software)	Information Technology	Electronic	Permanent
4.8. Snapshots of Databases	Information Technology	Electronic	Permanent
4.9. Training Materials	Information Technology	Electronic	Review annually

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office of Academic Affairs

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
5. Academic Affairs			
5.1. Academic Program Audit Materials	VP/Academic Affairs	Paper/Electronic	Eleven years
5.2. Accreditation Documentation, Including Self-Study	Associate VP/Academic Affairs	Paper/Electronic	Permanent NOTE: Background information necessary for self-study should be kept the longer of the retention period identified elsewhere in this retention schedule or eleven years
5.3. Accreditation Documents (Institutional Level)	Associate VP/Academic Affairs	Paper/Electronic	Permanent
5.4. Accreditation Documents (Program Level)	Dean's Office	Paper/Electronic	Permanent
5.5. Advising Files	Student Services	Paper/Electronic	Current year plus one year
5.6. Allied Health (Student) Records	Dean, School of Health Professions and School of Culinary Arts & Hospitality	Paper/Electronic	Seven years from graduation or last date of attendance
5.7. Articulation Agreements	VP/Academic Affairs	Paper/Electronic	Permanent
5.9. Chapter 335 Documentation	VP/Academic Affairs	Paper/Electronic	Six years
5.10. Course/Curricula Documents	Deans' Offices	Paper/Electronic	Six years
5.11. Dental Clinic Records	Dental Clinic	Paper/Electronic	Seven years from date of last visit or three years from date patient turns 18 years old, whichever is later

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
5.12. Department and Division Manuals	Department/Deans' Offices	Paper/Electronic	Permanent
5.13. Department Evaluation Plan	VP/Academic Affairs	Paper/Electronic	Ten years from date of revision
5.14. Enrollment Statistics (Course Level)	Deans	Electronic	Permanent
5.15. Enrollment Statistics (Program Level)	Institutional Research	Paper/Electronic	Permanent
5.16. Pedagogical Information (*e.g.* from Conferences)	Originating Offices	Paper/Electronic	Review annually
5.17. Research (IRB) Institutional Review Board	IRB Chair	Paper/Electronic	Seven years
5.18. Research Requests (External)	VP/Academic Affairs	Paper/Electronic	Five years
5.19. Strategic Planning Documents	Associate VP/Academic Affairs	Paper/Electronic	Permanent
5.20. Student Complaint Files	Dean over Originating Office	Paper/Electronic	Five years from graduation or last date of attendance
5.21. Syllabi	Division Offices	Paper/Electronic	Six years

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office of Enrollment Management

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
6. Enrollment Management			
6.1. Academic Actions, Sanctions and Appeals	VP/Enrollment Management	Paper/Electronic	Permanent for student dismissals; Five years from graduation or last date of attendance for all others
6.2. Act 48 Credit/Hour Certificates	Director/Admissions & Registrar	Paper/Electronic	Six years from conclusion of course
6.3. ACT/SAT/TOEFL Exam and Score Reports	Director/Admissions & Registrar	Electronic	Five years from graduation or last date of attendance; Three years from receipt for individuals who do not enroll
6.4. Admissions Documents (enrolled students)	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.5. Admissions Documents (individuals who do not enroll)	Director/Admissions & Registrar	Paper/Electronic	Three years
6.6. Affirmative Action Plan for Covered Veterans	Director/Admissions & Registrar	Paper/Electronic	Five years
6.7. Application/ Registration for Non-Credit Enrollment	Director/Admissions & Registrar	Paper/Electronic	Five years from last date of attendance
6.8. Change of Curriculum Forms and Authorizations	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.9. Change of Final Grade Forms	Director/Admissions & Registrar	Paper/Electronic	Permanent
6.10. Change of Information Forms	Director/Admissions & Registrar	Paper/Electronic	Five years after graduation or last date of attendance
6.11. Clubs/Organizations – Faculty Advisor Agreements	Director/Student Life & Athletics	Paper/Electronic	Three years

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
6.12. Clubs/Organizations - Registrations	Director/Student Life & Athletics	Paper/Electronic	Three years
6.13. Consent Agreements with USDE	Director/Admissions & Registrar	Paper/Electronic	Permanent
6.14. Coaching Agreements	Director/Student Life & Athletics	Paper/Electronic	Seven years from expiration of contract
6.15. Committee Files	Committee Chair	Paper/Electronic	Permanent for minutes; Five years for other file materials
6.16. Counseling Files and Records	Student Services	Paper/Electronic	Seven years from date of last visit
6.17. Credit by Examination Forms	Director/Admissions & Registrar	Paper/Electronic	Five years from gradation or last date of attendance
6.18. Credit for Prior Learning Assessment Forms	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.19. Degree Audit Records	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.20. Drop/Add/ Withdrawal Forms	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.21. Federal Family Education Loan Program and Direct Loan Program Records	Director/Financial Aid	Paper/Electronic	Records relating to a student or parent borrower's eligibility and participation must be retained for three years after the award year during which the student last attended the College Other records relating to the College's participation in the FFEL or Direct Loan Program, including records of any other reports or forms, must be retained for three years after the award year in which the records are submitted
6.22. Federal Student Aid Audits, Program Reviews and Investigations	Director/Financial Aid	Paper/Electronic	If any Title IV loan, claim or expenditure is questioned by a Title IV program audit, program review, investigation or other review, the records

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
			must be maintained for the longer of the applicable Required Retention period or until the expenditure issue is resolved with the U.S. Department of Education
6.23. Federal Work Study	Director/Financial Aid	Paper/Electronic	Records relating to administration of the program must be retained for three years after submission of the Fiscal Operations Report for the award year
6.24. FERPA – Disclosure Requests	Director/Admissions & Registrar	Paper/Electronic	To be kept for the life of the student record file
6.25. FERPA – Disclosures	Director/Admissions & Registrar	Paper/Electronic	To be kept for the life of the student record file
6.26. FERPA – Student's Consent for Records Disclosure	Director/Admissions & Registrar	Paper/Electronic	Five years from date of consent termination
6.27. FERPA – Student Requests for Nondisclosure of Directory Information	Director/Admissions & Registrar	Paper/Electronic	Until request withdrawn by student; if request is not withdrawn, then permanent
6.28. Final Grade Reports	Director/Admissions & Registrar	Paper/Electronic	Permanent
6.29. Fitness Center Permit Forms	Director/Student Life & Athletics	Paper/Electronic	Three years
6.30. Foreign Student Records (F-1 visas)	Director/Admissions & Registrar	Paper/Electronic	One year following notification to INS that student is not pursuing full course of study or three years after student's last date of attendance, whichever is later
6.31. G.P.A. Maintenance Documents	Director/Admissions & Registrar	Paper/Electronic	Permanent
6.32. Graduation Lists	Director/Admissions & Registrar	Paper/Electronic	Permanent
6.33. Graduation Records (Individual Student)	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.34. Identification Cards	Director/Admissions	Paper/Electronic	Five years from graduation

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
	& Registrar		or last date of attendance
6.35. Incomplete Grade Change Forms	Director/Admissions & Registrar	Paper/Electronic	Permanent
6.36. Incident Reports – Students	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.37. Lost and Found	Student Services	Paper/Electronic	Review annually
6.38. Pell Grant	Director/Financial Aid	Paper/Electronic	Records relating to administration of program must be retained for three years after the award year
6.39. Perkins Loan Program	Director/Financial Aid	Paper/Electronic	Records relating to administration of program must be retained for three years after the award year Disbursement and electronic authentication and signature records for each loan made using a Master Promissory Note must be retained for three years from the date the loan is canceled, repaid or otherwise satisfied Repayment records, including cancellation and deferment requests must be retained, for three years from the date on which a loan is assigned to the Secretary of Education, canceled or repaid
6.40. Registration Reinstatement Requests	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.41. Requests for Tuition Refund/Letter of Credit	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance
6.42. Scholarship Files (Recipient)	Director/Financial Aid	Paper/Electronic/Banner	Five years from last disbursement
6.43. Student Complaint Files	VP/Enrollment Management	Paper/Electronic	Five years from graduation or last date of attendance

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
6.44. Student Death Certificates	Director/Admissions & Registrar	Paper/Electronic	Ten years
6.45. Student Discipline	VP/Enrollment Management	Paper/Electronic	Ten years from date of incident; Permanent if student expelled
6.46. Student Life – Programming and Evaluations	Director/Student Life & Athletics	Paper/Electronic	Three years
6.47. Student Long-Term Historical Records (includes permanent resident card, birth certificate, marriage certificate, ward of the court/orphan confirmation, citizenship verification)	Director/Financial Aid	Paper/Electronic	Ten years
6.48. Supplemental Educational Opportunity Grant Program	Director/Financial Aid	Paper/Electronic	Records relating to administration of program must be retained for three years from the submission of the Fiscal Operations Report for the award year
6.49. Transcript Request Forms	Director/Admissions & Registrar	Paper/Electronic	One year
6.50. Transcripts	Director/Admissions & Registrar	Paper/Electronic	Permanent
6.51. Transcripts from Other Postsecondary Institutions	Director/Admissions & Registrar	Paper/Electronic	Five years from graduation or last date of attendance for enrolled students; Three years from notification of rejection for others
6.52. Veterans Records	Director/Admissions & Registrar	Paper/Electronic	Three years from graduation or last date of attendance

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office of Communications

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
7. Communications			
7.1. Advertisements and Commercials	Communications	Paper/Electronic	Permanent
7.2. College Catalogs	Communications	Paper/Electronic	Permanent
7.3. College Catalogs (Proposed Changes)	Communications	Paper/Electronic	Review annually
7.4. Commencement Programs	Communications	Paper/Electronic	Permanent
7.5. E-Alerts	Communications	Electronic	Permanent
7.6. College-Newsletters	Communications	Paper/Electronic	Permanent
7.7. Drafts of Marketing Materials	Communications	Paper/Electronic	Review annually
7.8. Institution Publications	Communications	Paper/Electronic	Permanent
7.9. Logo	Communications	Paper/Electronic	Permanent
7.10. Marketing Plans	Communications	Paper/Electronic	Permanent
7.11. Marketing Publications	Communications	Paper/Electronic	Permanent
7.12. Marketing Research	Communications	Paper/Electronic	Review annually
7.13. Materials to Respond to Crisis Inquiries	Communications	Paper/Electronic	Until updated or superseded
7.14. Photos and Video Footage	Communications	Paper/Electronic	Permanent
7.15. Photo Release Forms	Communications	Paper/Electronic	Permanent
7.16. Press Clippings (of interest to WCCC)	Communications	Paper/Electronic	Review annually
7.17. Press Clippings (regarding WCCC)	Communications	Paper/Electronic	Permanent
7.18. Press Releases	Communications	Paper/Electronic	Permanent

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
7.19. Talking Points, Statements, Prepared Remarks, Notes, etc. (non-published)	Communications	Paper/Electronic	Review annually

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office of Administrative Services

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
8. Administrative Services			
8.1. Access Control System	Director/Facilities Operations & Construction	Electronic	Three years
8.2. Accounts Payable Records	Controller	Paper/Electronic	Current plus seven years
8.3. Accounts Receivable Records	Controller	Paper/Electronic	Current plus seven years
8.4. After-Hours Sign-In Logbook	Director/Facilities Operations & Construction	Paper/Electronic	Three years
8.5. Annual Budget	Controller	Paper/Electronic	Permanent
8.6. Annual Financial Statements	Controller	Paper/Electronic	Permanent
8.7. Attendance Records	Children's Center	Paper/Electronic	Current plus seven years
8.8. Audit Reports	Controller	Paper/Electronic	Permanent
8.9. Bank Statements	Controller	Paper/Electronic	Current plus seven years
8.10. Bills and Payment Records	Controller	Paper/Electronic	Current plus seven years
8.11. Blueprints	Director/Facilities Operations & Construction	Paper/Electronic	Permanent
8.12. Bond Records	Controller	Paper/Electronic	Permanent
8.13. Books of Account	Controller	Paper/Electronic	Current plus seven years
8.14. Bookstore Commission Reports	Controller	Paper/Electronic	Current plus seven years
8.15. Bookstore Credit Card Receipts	Controller	Paper	Current plus seven years
8.16. Budget (Approved)	Controller	Paper/Electronic	Permanent
8.17. Budget Documents –	Controller	Paper/Electronic	Ten years

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
City			
8.18. Budget Documents – State	Controller	Paper/Electronic	Ten years
8.19. Building Specifications for Contracts (*e.g.* weight control)	Director/Facilities Operations & Construction	Paper/Electronic	Permanent
8.20. CAD Drawings	Director/Facilities Operations & Construction	Electronic	Five years after disposition of property
8.21. Certificates of Insurance (University)	VP/Administrative Services	Paper/Electronic	Five years from expiration
8.22. Certificates of Insurance (Vendor)	VP/Administrative Services	Paper/Electronic	Five years from expiration
8.23. Construction – Building Plans, Blueprints and Design Plans	Director/Facilities Operations & Construction	Paper/Electronic	Permanent
8.24. Construction – Engineering Studies and Reports	Director/Facilities Operations & Construction	Paper/Electronic	Permanent
8.25. Construction – General File Materials	Director/Facilities Operations & Construction	Paper/Electronic	Five years from project completion
8.26. Construction – Licenses and Permits	Director/Facilities Operations & Construction	Paper/Electronic	Permanent
8.27. Contracts and Related Correspondence	Purchasing	Paper/Electronic	Five years after expiration of contract
8.28. Copier Billing Statements	Copy Center	Paper/Electronic	Current plus three years
8.29. Crime Reporting – Documents Underlying and Required to Substantiate Pennsylvania Uniform Crime Reports	Director/Facilities Operations & Construction	Paper/Electronic	Four years
8.30. Crime Reporting – Documents	Director/Facilities Operations &	Paper/Electronic	Seven years

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
Underlying and Required to Substantiate Federal Campus Crime Reports (Clery Act)	Construction		
8.31. Daily Sales Talley Report	Bookstore	Paper/Electronic	Current plus five years
8.32. Deeds	Controller/lock box	Paper/Electronic	Permanent
8.33. Deposit Slips	Controller	Paper/Electronic	Current plus seven years
8.34. Digital Cameras	Director/Facilities Operations & Construction	Paper/Electronic	Overwritten every five days
8.35. Documents Underlying and Required to Substantiate Fire Safety Report	Director/Facilities Operations & Construction	Paper/Electronic	Five years
8.36. Emergency Response Information	Director/Facilities Operations & Construction	Electronic	Permanent
8.37. Emergency Response Team	Director/Facilities Operations & Construction	Paper/Electronic	Seven years
8.38. Employee Disciplinary Records Relevant to Campus Security (*e.g.* employee removed from campus)	Director/Facilities Operations & Construction	Paper/Electronic	Seven years from incident or six years from last date of employment, whichever is longer
8.39. Equipment Maintenance	Director/Facilities Operations & Construction	Paper/Electronic	Three years after disposition of equipment
8.40. External Committee Records (e.g. Neighborhood Association, Spring Garden Safety Committee, Police Department)	Originating Office	Paper/Electronic	Permanent for minutes; All other documents review annually
8.41. Facilities Contracts for Outsiders to Use WCCC	Events	Paper/Electronic	Five years from expiration of contract

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
8.42. Facilities Master Plan	Director/Facilities Operations & Construction	Paper/Electronic	Permanent
8.43. Financial Statements	Controller	Paper/Electronic	Permanent
8.44. Fixed Asset Records	Controller	Paper/Electronic	Permanent
8.45. Form 990	Controller	Paper/Electronic	Three years from last date for filing
8.46. I-9 Forms	Accounting	Paper/Electronic	Three years from date of hire or one year from last date of employment, whichever is later
8.47. Incoming Shipment Report	Mail Room	Paper/Electronic	Current plus six years
8.48. Institutional Survey and Reporting Records – Finance (HEGIS/IPEDS)	Controller	Paper/Electronic	Permanent for final reports, surveys and forms
8.49. Insurance – Closed Claims (no litigation)	VP/Administrative Services	Paper/Electronic	Three years or until claimant turns 21 years of age, whichever is later
8.50. Insurance Policies	VP/Administrative Services	Paper/Electronic	Ten years after expiration
8.51. Inventory Documents and Monthly Report	Mail Room	Paper/Electronic	Current plus three years
8.52. Invoices	Controller	Paper/Electronic	Current plus seven years
8.53. Leases	Purchasing	Paper/Electronic	Five years from expiration of lease
8.54. MSDS Forms	Director/Facilities Operations & Construction	Paper/Electronic	Thirty years
8.55. NAEYC	Children's Center	Paper/Electronic	Current plus five years
8.56. Operations Manuals	Originating Office	Paper/Electronic	Permanent
8.57. PA Keystone STARS Files	Children's Center	Paper/Electronic	Current plus 2 years
8.58. Pandemic Planning	Director/Facilities Operations & Construction	Paper/Electronic	Until updated or superseded
8.59. Parking Permits	Director/Facilities	Paper/Electronic	Five years from expiration

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
	Operations & Construction		of permit
8.60. Parking Records (e.g. receipts, permit applications, monthly vendor reports)	Director/Facilities Operations & Construction	Paper/Electronic	Current plus seven years
8.61. Payroll Documents	Controller	Paper/Electronic	Current plus seven years
8.62. Payroll – Individual Time Reports	Controller	Paper/Electronic	Current plus seven years
8.63. Payroll – Records	Controller	Paper/Electronic	Current plus seven years
8.64. Planning and Finance Goals	VP/Administrative Services	Paper/Electronic	Permanent
8.65. Property Appraisals	VP/Administrative Services	Paper/Electronic	Permanent
8.66. Purchase Orders	Purchasing	Paper/Electronic	Current plus three years
8.67. Purchasing – Advertising	Purchasing	Paper/Electronic	Six years
8.68. Purchasing – Bid Documents (Accepted)	Purchasing	Paper/Electronic	Seven years after completion
8.69. Purchasing – Bid Documents (Rejected)	Purchasing	Paper/Electronic	Three years from rejection
8.70. Records Supporting Items of Income, Deductions and Credits	Controller	Paper/Electronic	Current plus seven years
8.71. Requisition Files	Purchasing	Paper/Electronic	Current plus seven years
8.72. Sale of Surplus and Salvage Equipment	Purchasing	Paper/Electronic	Current plus seven years
8.73. Shipping Records (*e.g.* Federal Express, UPS)	Mailroom	Paper/Electronic	Three years
8.74. Space Inventory and Utilization Records	Director/Facilities Operations & Construction	Paper/Electronic	Permanent
8.75. State Audit	Controller	Paper/Electronic	Permanent
8.76. State Audit Appeals	Controller	Paper/Electronic	Permanent

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
8.77. Travel Reimbursements	Controller	Paper/Electronic	Current plus seven years
8.78. Tuition Remission	Controller	Paper/Electronic	Five years from graduation or last day of attendance
8.79. Vehicle Leases	Director/Facilities Operations & Construction	Paper/Electronic	Five years after expiration
8.80. Vehicle Maintenance Records	Director/Facilities Operations & Construction	Paper/Electronic	Five years after disposition of vehicle
8.81. Vendor Files	Purchasing	Paper/Electronic	Review annually
8.82. Wire Transfer Files	Controller	Paper/Electronic	Current plus seven years
8.83. Work Orders	Director/Facilities Operations & Construction	Paper/Electronic	One year

WESTMORELAND COUNTY COMMUNITY COLLEGE
Records Retention Policy Schedule

Office for Educational Foundation and Grants

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
9. Educational Foundation & Grants			
9.1. Alumni Membership Records	Educational Foundation	Raiser's Edge	As updated
9.2. Alumni Gift Entry Validation Reports	Educational Foundation	Raiser's Edge	Permanent
9.3. Alumni Council Records	Educational Foundation	Paper/Electronic	Permanent
9.4. Annual Donor Reports	Educational Foundation	Electronic	Permanent
9.5. Annual Finance Reports	Educational Foundation	Paper/Electronic	Permanent
9.6. Annual Giving Reports	Educational Foundation	Paper/Electronic/ Raiser's Edge	Permanent
9.7. Donor Gift files	Educational Foundation	Paper/Electronic	Permanent
9.8. Foundation Board Documents	Educational Foundation	Paper/Electronic	Permanent
9.9. Foundation Donor Endowment Agreements	Educational Foundation	Paper/Electronic	Permanent
9.10. Foundation Donor Checks	Educational Foundation	Paper/Electronic	Seven years from year in which donation made
9.11. Grant Administration Documents	Educational Foundation	Paper/Electronic	Five years from the date the grantee submits its final expenditure report; if renewed quarterly or annually, then three years from submission of report If the grant is the subject of any litigation, claim or audit started before the expiration of the five year period, then records must be maintained the longer of the retention period or until the issue is resolved

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
			and final action is taken Records for real property and equipment acquired with Federal funds shall be retained for five years after final disposition of property
9.12. Scholarship Files (Recipient)	Educational Foundation	Paper/Electronic/ Banner	Five years from last disbursement
9.13. Trusts and Bequests (Wills)	Educational Foundation	Paper/Electronic	Permanent

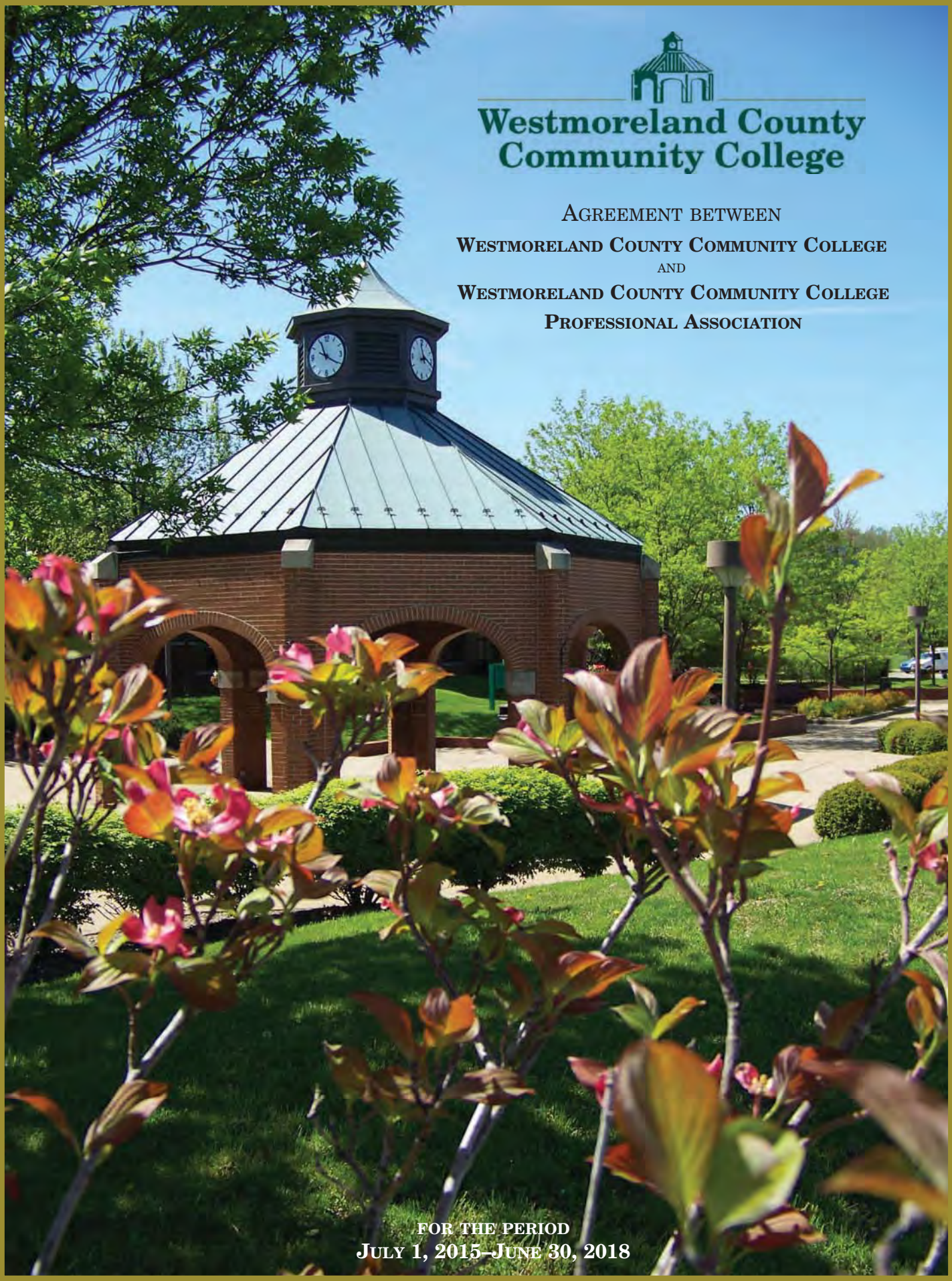
Records Retention Policy Schedule

Office for Continuing Education

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
10. Continuing Education			
10.1. Act 180 (mandatory in-service classes for certified police officers) test results	Continuing Education Office	Paper/Electronic	Ten years (subject to change when MPOETC decides protocol)
10.2. Act 235 documentation	Continuing Education Office	Paper/Electronic	Three years (renewal period)
10.3. American Heart Association	Continuing Education Office	Paper/Electronic	Must be retained for two years beyond the instructor's renewal date
10.4. Class Rosters (audit and attendance)	Continuing Education Office	Paper/Electronic	Seven years
10.5. Emergency Medical Services (Department of Health)	Continuing Education Office	Paper/Electronic	Must be kept on file for three years from end date of class
10.6. ESL Records (Non-Credit)	Continuing Education Office	Paper/Electronic	*See* program-specific requirements; In the absence of a program-specific requirement, six years from the submission of the Final Expenditure Report or until all audits are complete and findings resolved, whichever is later
10.7. Federal and State Grants	Continuing Education Office	Paper/Electronic	Seven years
10.8. Grant Administration Documents	Continuing Education Office	Paper/Electronic	Five years from the date the grantee submits its final expenditure report; if renewed quarterly or annually, then three years from submission of report If the grant is the subject of any litigation, claim or audit started before the expiration of the five year

NATURE OF RECORD	RESPONSIBLE OFFICE	FORMAT	REQUIRED RETENTION
			period, then records must be maintained the longer of the retention period or until the issue is resolved and final action is taken Records for real property and equipment acquired with Federal funds shall be retained for five years after final disposition of property
10.9. Hold Harmless Agreements for shooting range at PSTC (Public Safety Training Center)	Continuing Education Office	Paper/Electronic	Three years
10.10. Nurse Aide Program	Continuing Education Office	Paper/Electronic	Permanent
10.11. Nursing Refresher and or Reactivation	Continuing Education Office	Paper/Electronic	Must be kept on file for five years from end date of class
10.12. Police Academy documentation	Continuing Education Office	Paper/Electronic	Graduating cadet files – permanent Cadets who failed entry tests – two years MPOETC directives – permanent or until modified or changed
10.13. Public Safety Training Center (PSTC) records	Continuing Education Office	Paper/Electronic	Seven years
10.14. Rental agreements for shooting range at PSTC	Continuing Education Office	Paper/Electronic	Three years
10.15. ShaleNET records	Continuing Education Office	Paper/Electronic	Seven years
10.16. WEDnet records	Continuing Education Office	Paper/Electronic	Seven years

Appendix 2-D – WCCCPA Bargaining Unit Agreement



Westmoreland County Community College

Agreement between Westmoreland County Community College and Westmoreland County Community College Professional Association

For the period
July 1, 2015–June 30, 2018

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DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

1. **Agreement** – The collective bargaining Agreement negotiated between the College and the Association.

2. **Alternative Methods of Instructional Delivery** – Methods of instruction utilizing various technologies and instructional techniques to teach a course where the instructor and students are separated by space, time, and/or place. They shall include self-paced, online, and interactive video courses. They may also include a type of alternative instructional delivery that has not yet been developed.

3. **Area** – Major administrative unit of the College supervised by a dean, director, or vice-president.

4. **Association Members** – Employees covered under this Agreement who are members of the Westmoreland County Community College Professional Association (WCCCPA).

5. **Bargaining Unit** – The Westmoreland County Community College Professional Association, an affiliate of PAHE/NFA, PSEA/NEA.

6. **Bargaining Unit Member** – Employees covered under this Agreement who are represented by the Westmoreland County Community College Professional Association (WCCCPA).

7. **Board** – The Board of Trustees of Westmoreland County Community College.

8. **College** – The Westmoreland County Community College, its officers, its administrative staff, and its Board of Trustees.

9. **Counselors** – Non-teaching faculty whose primary responsibility is to help students more effectively deal with issues related to their educational, vocational, social, and personal development. This is primarily done through confidential interviews with individuals or small groups, and secondarily through activities and programs.

10. **Course Development** – Creation of an entirely new course to be utilized for all modes of instruction.

11. **Curriculum Coordinator -** The curriculum coordinator is the lead faculty for a designated discipline and has primary responsibility to coordinate the curriculum, instruction, and assessment of the discipline courses. This position also provides support for instructors so that they understand discipline objectives and standards set by the disciplines for courses.

12. **Discipline** – A group of courses organized within a branch of knowledge.

13. **Division** – An administrative sub-unit of an area that contains a group of programs and classes or support functions.

14. **Equivalent Credit Hour (ECH)** – A common base to which lecture, laboratory, clinical, practicums, and other related activity hours are related by a numerical factor.

15. **Five Year Program and Discipline Review** – A faculty member who assumes this responsibility is to establish and maintain a comprehensive, systematic, ongoing process for the collection, analysis, and assessment of academic program and discipline outcomes in order to: improve student learning, improve the quality of instruction, meet accountability mandates, and demonstrate institutional effectiveness consistent with the mission and goals of the college.

16. **Function** – A specific activity or service unit.

17. **Grant Employees** – Employees hired to fill positions that are grant funded, who have no expectation of continued employment, and are employed only as long as grant funds are available. Grant-funded employees shall be entitled to all rights as stated in this Agreement.

18. **Intellectual Property** – Any material created by a faculty member for a particular course. This material includes lectures, lecture notes, recordings of lectures, and all other instructional material prepared by the faculty member.

19. **Interactive Video Courses** – Courses that utilize a method of real-time instruction and use interactive video transmission between two or more College locations.

20. **Level Coordinator** – A faculty member who assumes an administrative role coordinating courses in Level I or II of a program.

21. **Librarian** – A non-teaching faculty member with professional training and experience in the area of Library Science who works in the library.

22. **Meet and Discuss** – The use of the term in this Agreement shall be defined herein as it is defined and applied in Act 195.

23. **Online Course** – Courses that use the Internet as the primary classroom environment and method of instruction. They shall include, but are not limited to instruction, discussion, the transfer of course work, and evaluation.

24. **PLRB** – Pennsylvania Labor Relations Board.

25. **PSEA** – Pennsylvania State Education Association.

26. **PACE** – Political Action Committee for Education.

27. **Part-Time Employees** – Non-teaching employees who work nineteen (19.0) hours or less per week, and not to exceed 950 hours per fiscal year.

28. **Part-Time Faculty** – Employees who instruct a maximum of nine (9) credit hours per semester.

29. **President** – The President of Westmoreland County Community College.

30. **Professional** – An employee who is responsible for providing effective educational service/support within a defined area, program, or function.

31. **Program** – A structured sequence of courses leading to a certificate, diploma, or associate degree.

32. **Program Director** – A full-time faculty member who assumes administrative responsibilities including the achievement of program goals and coordination of activities within internal and external sources, including recruitment, retention, curriculum coordination, program outcome assessment, coordination of advisory committees and resource procurement.

33. **Self-Paced Courses** – Courses that utilize a method of instruction in which students work independently, at their own pace to complete course requirements.

34. **Spouse** – As evidenced by a certificate of marriage under applicable state law at the time and location that the marriage was entered into.

35. **Summer** – The summer term shall encompass the period between the end of the spring semester and the start of the fall semester, as indicated in the College calendar.

36. **Teaching Faculty** – Employees whose responsibilities include delivery of instruction and involvement in committee assignments.

37. **Temporary Employees** – Temporary employees include teaching faculty hired to fill a unit vacancy for a time period not to exceed six (6) semesters and non-teaching employees hired to fill a unit vacancy for a time period not to exceed twelve *(12)* months. All temporary employees shall be entitled to all benefits as stated in this Agreement. Temporary employees shall be employed with no expectation of reappointment after the specified time limits. If a position continues to be filled beyond the time specified, the position shall become a unit position and shall be filled by a regular full-time employee.

WITNESSETH

Whereas, the "College" and the "Association" recognize that providing quality education and maintaining a high standard of academic excellence for the students in all facets of the College program are mutual goals.

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety, and welfare. Unresolved disputes between the College and Association are injurious to the public, and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The College and Association agree that this overall policy may be best accomplished by negotiating in good faith and entering into a written agreement. Thus, evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the College and its employees and to insure to the public orderly and uninterrupted services.

Now therefore, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
RECOGNITION

A. The College, in accordance with certification by the Pennsylvania Labor Relations Board Case Number PERA-U-6784-W, hereby recognizes the "Association" as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

B. The unit deemed appropriate in the aforementioned certification is a subdivision of the employer unit comprised of all full-time employees whose primary responsibility is instruction or resources not of an administrative nature including: professionals, counselors, librarians, and faculty members.

ARTICLE II
RIGHTS OF THE COLLEGE

A. The College, at its discretion, possesses the right to manage all operations including the direction of employees covered herein and the right to plan, direct, and control the operations of all facilities and property except as expressly modified by this Agreement.

B. As provided by Pennsylvania's Public Employee Relations Act No. 195, Section 702, matters of inherent managerial policy are reserved exclusively to the College, except as expressly modified by this Agreement.

C. Nothing herein shall be construed as a delegation or waiver of any obligations of the College or any administrator by virtue of any provision of applicable laws of the Commonwealth of Pennsylvania.

ARTICLE III
RIGHTS OF THE ASSOCIATION

A. Official Business

1. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property provided that at no such time shall business interfere with the normal operations of the College or responsibilities of the unit member. Upon 24-hour notice, requests for use of rooms shall be made with the President or his designee and will be made available to the Association within the limitations of normal College operations. At least one and three quarters *(1-3/4)* consecutive hours per month between 8:00 a.m.-5:00 p.m. shall be reserved for authorized Association meetings. A unit member will not be required to accept an assignment by the College during these hours.

2. The Association may post notices, pamphlets, and memoranda concerning Association business on bulletin boards in areas so designated by the College in each college building, provided that such material is signed by the Association president or his designee, dated and clearly identified as to source. No such material shall be posted which is profane, obscene, or defamatory of the College or its representatives or to any individual nor constitute election campaign material. The Association shall also have the right to use the College's official interoffice mail, phone mail, and electronic mail services for distribution of its official communications.

3. The Association shall have access to College equipment provided such equipment is not otherwise in use and provided further that such use is restricted solely to the College campus. The Association agrees to fully reimburse the College for expendable materials used at cost.

4. The President of the College or his designated representative shall be available to meet with designated representatives of the Association at mutually convenient times.

5. Unit members scheduled by the College to attend College meetings during their working hours shall suffer no loss of pay, nor be expected to compensate in any way for time spent in any such activity.

6. Upon request, a duly authorized representative of the Association shall be given a place on the agenda at formal college wide meetings for employees.

7. The College will provide an office for the Association president, which shall be private and include an "inside" telephone extension. The Association may have its own "outside" telephone line which shall be installed, maintained, and used at the expense of the Association. The College will also provide a location for archival storage and make every attempt to locate this room near an existing conference room.

8. Upon written request, the Association president or his designee shall be afforded the opportunity to have a place on the agenda of any public Board meetings. The request shall be submitted to the office of the President at least ten *(10)* days before the meeting of the Board, and shall indicate the subject(s) to be presented.

9. The Association president or the officially designated Association delegate shall, upon a minimum of five *(5)* days' advance written notice *(except in case of emergency)* be granted up to six *(6)* days per calendar year to attend special meetings and/or conventions. Requests for such leave must be submitted to the office of the College President who shall authorize same. It shall be the responsibility of the individual granted such leave to arrange with the respective administrator for coverage of necessary work during his absence. The unit members covering such work shall be compensated by the College according to the substitute rate as defined in Article XIII, section D.1. If no person*(s)* can be found to cover the necessary work, the individual shall still be granted such leave.

10. Whenever a unit member is scheduled to meet with the College on a matter which, in their opinion, could adversely affect their employment, said employee may, at their discretion, have an

Association representative present at such meeting. The scheduling of such meetings shall be at a mutually agreeable time and shall not interfere with the normal teaching and/or other responsibilities of the said person or the Association representative.

11. The College shall grant the Association President a three *(3)* credit overload per semester to handle necessary Association business. Also, the College shall not assign advisees to the President of the Association and shall relieve them from committee and registration assignments.

B. Staffing and Employment Outside the College

1. Search Committee - Whenever an administrative vacancy or new administrative position occurs which as supervisory and/or evaluative responsibilities of bargaining unit members, the College shall establish a search committee to select qualified candidates for interview. The search committee shall be comprised of representatives from the Association appointed by the Association president. Administrative representatives shall be appointed by the College, with the committee chairperson appointed by the President of the College after consultation with the president of the Association. After interviewing the selected candidates, the committee shall forward the names of acceptable candidates to the appropriate administrator. If any candidates are deemed unacceptable, the reasons will be given in writing. The Board reserves the exclusive right to determine who shall be appointed to any such position.

2. Upon request of the Association, the College shall supply public information on professional staffing and financial reports.

3. The College shall supply the Association with a list of all part-time instructors and what they teach by the third week of each semester, with the annual faculty survey of Pennsylvania community colleges, and with Board minutes.

4. A unit member shall be able to undertake part-time outside employment provided such employment and its attendant responsibilities does not interfere with the member's performance of their duties at the College.

C. Professional Rights

1. Counselors will not be required to impose disciplinary action on any student.

2. Counselors and librarians shall have full faculty status with all the rights, privileges, and responsibilities pertaining thereto.

3. Notwithstanding the fact that professionals do not have faculty status, they shall enjoy all other applicable benefits and entitlements under this agreement.

4. Unit members shall not be required to perform custodial work.

D. Ratification of agreements shall be between the Board of Trustees and Association members only.

E. Just Cause

A non-probationary unit member shall not be denied renewal shall not be discharged, dismissed, disciplined, suspended, reduced in rank or compensation, transferred, reassigned, or deprived of any provision of this contract without just cause which shall be stated in writing. If the just cause is questioned by the Association member, the matter will be processed through the grievance procedure *(ArticleXXVI)*, up to and including binding arbitration. All information forming the basis for any of the actions listed above shall be made available to the member and the Association.

F. Past Practice

Written rules, regulations, and/or policies or practices of the College in force upon the execution of this Agreement that are not in conflict with the terms and provisions of this Agreement shall continue to be effective for the life of this Agreement.

G. Statutory Saving Clause

1. This Collective Bargaining Agreement incorporates by reference such rights as may exist under Public School code of 1949, as amended, and Act 195 of 1970, as amended, and all other state and federal laws and regulations.

2. Any negotiable matter, as defined by Act 195, arising subsequent hereto and not covered by this Agreement shall be subject to negotiation according to law.

H. Safety and Security

1. The College will make every attempt to provide a safe and secure work environment for all unit members.

2. The College will make every effort to notify the Association of anticipated activities of the facilities department which may affect unit members' work environment.

ARTICLE IV
ACADEMIC FREEDOM

A. A unit member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his other duties; research or employment for pecuniary return, requiring the use of College facilities or resources, shall be based upon a written understanding with the President of the College.

B. A unit member is entitled to freedom in choosing his methodology, discussing his subject presenting his subject, and evaluating his students.

C. A unit member is an individual, a member of a learned profession, and a representative of an educational institution. When they speak or write as individuals, they shall be free from College censorship or discipline, but their special position in the community imposes special obligations. As individuals of learning and as educational representatives, they should remember that the public may judge their profession and their college by their utterances. Hence, they should, at all times, be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not spokespersons of the College.

D. Individual faculty members shall have the freedom to select textbooks and other teaching materials for their classes. In multiple section courses, all full-time faculty members who normally teach such courses shall agree to the primary textbook*(s)* to be used by all faculty teaching the course.

E. There shall be no censorship of Learning Resource material.

F. Unit members shall have access to student records necessary for legitimate educational purposes.

G. Since certain aspects of the information obtained by unit members in the course of their work can be considered privileged; no employee shall be required to disclose such information unless he deems it to be in the best interest of his student or his profession. The College will immediately advise the unit member of any effort, by action of law or otherwise, to secure records or other information obtained by the unit member. In no event shall the College exercise any disciplinary action against a unit member because of his assertion of privilege with regard to information under his control.

H. Only teaching faculty members can assign grades. No student's grade may be altered without the approval of the faculty member giving the grade.

I. No course or any part of a course shall be replicated without the faculty member's approval.

ARTICLE V
INTELLECTUAL PROPERTY RIGHTS

A. Course outlines developed by a faculty member, but paid for by the College, shall be the sole and exclusive property of the College.

B. Intellectual property created by a faculty member under the specific direction of the College shall have a written agreement prior to the creation of the property, which would state property ownership.

C. Intellectual property created in the fulfillment of the faculty member's normal duties and responsibilities under this Agreement will belong to the faculty member for proprietary marketing purposes outside of the College, but is available to the College for internal review and for review by external regulatory agencies.

D. A faculty member can request in writing that the College backup all properties stored in a digital format. These intellectual properties stored in digital format are for the purposes of data backup and recovery, only. However, in no case will such intellectual properties be shared with anyone, without the express permission of the faculty member who created it.

E. A faculty member can request in writing that a course be purged from College backup.

ARTICLE VI
ASSOCIATION SECURITY - DUES CHECK-OFF

A. Each unit member who, on the effective date of this Agreement, is a unit member of the Association, and each employee who becomes a member after that date shall, as a condition of continued employment, maintain his membership in the Association, provided that such employee may resign from the Association during a period of fifteen *(15)* days prior to the expiration of this agreement or any renewal or extension thereof, by notifying both the College and the Association by certified mail of his desire to terminate his membership. The payment of dues while a member shall be a requisite employment condition under this article.

B. The College shall deduct Association PSEA/NEA dues and PACE *(Political Action Committee for Education*) contributions from the pay of Association members covered by this contract upon receipt from the Association of individual written authorization cards executed by an employee for that purpose and bearing his signature, provided that...

1. A unit member shall have the right to revoke such authorization by giving written notice to the College fifteen (15*)* days prior to the expiration date of this agreement and the authorization card shall state clearly on its face the right of the employee to revoke during this period.

2. The College's obligation to make deductions shall terminate automatically upon timely receipt of revocation by the Association member of authorization or upon termination of employment or promotion or transfer to a position outside the bargaining unit.

C. Deductions shall be made during the appropriate pay periods of each month. However, unit members may pay all membership dues of the Association and of PACE in two *(2)* equal payments on October 15 and January 15 of each year that the Agreement is in effect. If this method of payment is elected, the College shall be advised by September 15 of each academic year and the records shall so indicate the method elected. The written authorization form to be used by the employee is attached as Exhibit "E".

D. All deductions shall be transmitted to the Association no later than the fifteenth *(15th)* day following the end of the pay period in which the deduction is made, and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

E. The Association shall indemnify and hold the College harmless against any and all claims, suits, orders, or judgments, which may arise out of the implementation of the dues deduction obligation under this article.

F. The College shall notify the Association, as soon as practical but no later than thirty *(30)* calendar days, of any change in employment status of Association members from paid to unpaid status.

ARTICLE VII
EMPLOYMENT CONTRACT(S)

A. Before an appointment by the College becomes effective, a unit member's contract must be signed by the appointee and the President or his designee. The terms and conditions of every full-time appointment will be consistent with this agreement.

B. Unit members must sign and return to the College within the time frame designated on the contract all overload/extra pay supplement *(except for substitute pay)* contract*(s*).

ARTICLE VIII
APPOINTMENTS AND RENEWALS

A. Except for the initial contract, all subsequent notices of renewal shall be signed by the President or his designee and issued to the unit member no later than March 15 to be returned to the Director of Human Resources no later than April 15.

B. In the event the President approves the filling of an opening that is declared a unit position, all qualified candidates shall be subject first to the consideration of a search committee comprised of the appropriate dean/administrator and unit members approved by the Association president. The Committee shall elect a chairperson, and having interviewed the selected applicants, shall forward the names of acceptable applicants to the appropriate administrator. If any applicants are deemed unacceptable, the reasons will be given in writing. Final decisions with respect to the appointment of any new employees shall be made by the Board.

C. There shall be a probationary period of three *(3)* full academic years at the College for each full-time faculty member hired. If a probationary employee is not to be reappointed, he shall be advised as early as possible, however, in no event later than March 15. While in probationary status, a unit member shall not be denied renewal without just cause stated in writing. If the non-renewal is questioned, the matter shall be processed through the grievance procedure *(Article XXVI)* provided, however, the final step of this type of grievance shall be the last step of the grievance procedure before arbitration. Full-time unit members classified as professionals shall be regarded as probationary employees for the first sixty (60) working days of their employment.

D. Upon appointment every full-time faculty member holding rank shall receive an employment contract setting forth his academic rank, salary, term of employment, and discipline. All professionals shall receive upon appointment an employment contract setting forth rate of pay, term of employment, and job title.

E. A unit member shall be assigned faculty rank in accordance with the provisions and standards set forth in Exhibit "B" -- Faculty Rank, attached hereto and made a part hereof.

ARTICLE IX
EVALUATION/PROMOTION PROCEDURE

A. The document entitled *Faculty Evaluation* "Exhibit C" will remain in effect throughout the duration of this Agreement. Any changes or amendments will be made upon mutual consent of the College and the Association.

B. The current *Promotion Procedures* "Exhibit D" will remain in effect throughout the duration of this Agreement. Any changes or amendments will be made upon mutual agreement of the College and the Association.

ARTICLE X
WORKLOAD

A. A faculty member's teaching assignment shall be determined by the President or his designee. The faculty load shall not exceed a maximum of thirty *(30)* ECH for the academic year, and shall consist of a maximum of seventeen *(17)* ECH in any semester. The College may assign in excess of thirty *(30)* ECH per academic year with the consent of the faculty member, provided all other provisions of the Agreement are met**.** An overload may be assigned provided one-half or more is necessary to meet the normal load of fifteen *(15)* ECH.

Overload assignments in excess of fifteen *(15)* ECH assigned for the fall semester will be paid in the fall unless:

1. The faculty member's assigned workload will not exceed the thirty *(30)* ECH for the academic year.

2. There is reasonable doubt there will be fifteen *(15)* ECH available to be assigned in the spring semester of a given academic year.

If a faculty member's assigned load does not equal fifteen *(15)* ECH for a semester or thirty *(30)* ECH for an academic year and that faculty member takes an overload, the balance of the ECH required to equal an assigned load of thirty *(30)* will be subtracted from the overload. The remainder of the overload will be paid to the faculty member at the overload rate.

A. This table includes those laboratories, clinicals, activities, etc. for which the instructor is scheduled with the students the total activity time. New courses shall be covered by this Agreement. After meeting with the affected faculty member and the Association president, a determination by the College will be made as to the numerical factor assigned each activity.

All hours designated in the catalog as lecture shall be assigned a conversion factor of 1.0 ECH for each hour of lecture.

Conversion Factor for All Laboratories/Clinicals

Course/ Program	2015-16 .73 ECH/Hour	2016-17 .73 ECH/Hour	2017-18 .73 ECH/Hour	Comments
ARC	Lab			
ART	Lab			
BKP	Lab			
BIO	Lab			
CHM	Lab			
CNC	Lab			
CUL	Lab			
DAE	Lab			
DAH/DAS	Clinical and Lab			
DFT	Lab			
EGR	Lab			
ELC	Lab			
EPS	Lab			
FSM	Lab			
GEO	Lab			
HAC	Lab			
HOR	Lab			
HPE	Lab			
MAS	Clinical and Lab			
MED	Lab			
MET	Lab			
MPT	Lab			
MTT	Lab			
NSG	Clinical and Lab			Planning/Assignments Master Evaluation 2 ECH/Semester
PHB	Clinical and Lab			
PHY	Lab			
WEL	Lab			
CUL 121, 122, 123, and 224	Lab			2 ECH/Course
RAD	Clinical and Lab			
Diagnostic Medical Sonography	Clinical and Lab			

B. A faculty load may consist of up to three preparations. Any faculty member's assigned workload which exceeds the maximum of three preparations shall be reimbursed at one *(1)* ECH provided that the number of students enrolled in these classes is at least 50% of the maximum class size. If it is necessary to assign a faculty member to teach a laboratory part of a course which is distinct from the rest of the course and he is not assigned the total course, then this laboratory assignment shall be counted as preparation for load purposes. If a faculty member is teaching two or more classes simultaneously, the combination shall be counted as one preparation.

C. The College reserves the exclusive right to determine maximum class size for each credit course offered by the College. Prior to finalizing maximum class size in any academic year, the College shall "meet and discuss" with the affected faculty member*(s)* first, then with the representative of the Association upon request. Faculty members may accept or reject in writing, at their discretion, any number of students assigned in excess of the maximum class size as determined by the College. The term "meet and discuss" as used in this sub-section shall be deemed to have the same meaning and effect as it is defined and applied under Act 195. If a new course is instituted by the College, the College shall "meet and discuss" class size with the affected faculty member and the Association prior to determining the maximum class size for such course*(s)*.

D. Office Hours

Faculty members shall maintain a minimum of five *(5)* hours per week on no fewer than three *(3)* different days and will attempt to schedule office hours at such time and locations as will accommodate the needs of their students. The schedule of office hours for each faculty member shall be posted in such a manner so as to be easily observed by students. Any faculty member who is required to attend a scheduled college meeting or attend to Association business during scheduled, posted office hours shall not receive a negative evaluation, a loss of pay, an unfavorable personnel action, or any disciplinary action as a result of said attendance.

E. Student Advising

Student advising shall be a part of the normal workload of the faculty. Faculty members shall be available to advise students during their posted office hours.

F. Alternative Modes of Delivery

1. The College and the Association acknowledge the importance of providing adequate technical support and training for courses offered by alternative modes of delivery, thus maintaining the highest possible quality of instruction.

2. The opportunity to teach a course offered by alternative modes of delivery shall be voluntary, unless necessary to fill a faculty member's base load.

3. Opportunities to teach using alternative modes of instruction shall be offered to full-time faculty members first then to part-time faculty.

ARTICLE XI
COLLEGE CALENDARS

A. The College agrees to consult with the Association prior to the establishment of the academic year which shall conform to the formula set forth in Section B of this article, and prior to establishment of the summer semester calendars.

B. The academic year for teaching faculty shall start with convocation and end with commencement and shall consist of no more than 280 calendar days which shall include no more than 168 working days, plus graduation, per academic year during the life of this Agreement. The 168 working days shall include one *(1)* 8-hour day prior to and one *(1)* 8-hour day at the end of each semester at the College for the preparation of labs, organizing materials, grading papers, etc. Also, one (1) 8-hour working day will be divided into four (4) two (2) hour faculty development sessions for which a faculty committee shall plan discipline, division or college-wide development programs upon the approval of the Vice-President, Academic Affairs/Student Services and the President. The College will not schedule any functions at these times. The calendar shall also include a fall and spring break.

C. No unit member shall be required to work more than five *(5)* calendar days in any one *(1)* week *(with the exception of graduation week)*.

D. All non-teaching unit members follow the non-academic 12-month College calendar.

ARTICLE XII
SCHEDULING

A. Hours of Work – (Teaching)

1. The academic work week shall consist of no more than five *(5)* days in a pre-established teaching and committee/meeting schedule to complete teaching load requirements set forth in Article X-Workload. The individual daily credit and contact hour schedules shall be comprised of no more than ten *(10)* consecutive hours, exclusive of overload. All meeting responsibilities over and above this ten *(10)* hour limit shall be on a voluntary basis. The academic workday is defined herein as from 8:00 a.m. to 10:15 p.m., inclusive. The academic work week shall be defined herein as Monday through Saturday, inclusive.

2. During the regular academic terms, unless faculty members are scheduled for classes, office hours, staff development, or meetings as specified in Article XII A5 - Scheduling of this Agreement, they shall not be required to be present on the campus or work station. Should necessary College meetings or other responsibilities, as specified in this Agreement, require a faculty member's presence on campus, two *(2)* College days advance notice of such required presence must be given by the College President or his designee**.**

3. Exclusive of overload, there shall be at least eleven and one-half *(11-1/2)* hours between the end of the last class or lab and/or scheduled meeting of the day and the beginning of the first class or lab and/or scheduled meeting of the next day. Any teaching schedule which exceeds the limits of a ten *(10)* hour day or eleven and one-half *(11-1/2)* hours between days shall be reimbursed at one *(1)* ECH for each teaching schedule extended beyond fifteen *(15)* minutes.

4. Scheduling of course offerings and hours shall be prepared by the appropriate dean/administrator in cooperation with division faculty prior to schedules being sent to the Vice President/Academic Affairs and Student Services for final approval.

5. The appropriate dean/administrator shall meet with faculty to review requests for selection and assignment of courses. Teaching faculty shall know their tentative teaching schedules, including number of overloads, four *(4)* weeks prior to the opening of any semester or session. Any changes to the tentative teaching schedule will be discussed with faculty.

6. Opportunities to revise and/or develop a course*(s)* and/or program*(s)* will first be offered to full-time faculty who have that course or program responsibility or expertise.

7. The College will attempt to schedule meetings at convenient times for the majority of teaching faculty. Such meetings shall adjourn by 5:00 p.m. on any given day. This stipulation does not apply to emergency meetings called by the President.

8. If a faculty member is unable to meet with his regularly scheduled class, the office of the appropriate instructional division shall be notified at the earliest possible time.

9. Faculty members have a right to refuse a substitute teaching assignment unless they are not carrying a full load or its equivalent; and in that case, they may only be assigned to a course for which they are qualified.

10. For administrative purposes, all full-time teaching faculty shall be assigned to one *(1)* instructional division. Teaching faculty, however, may teach in any academic area of the College with the expressed approval of the College and the individual faculty member.

11. Whenever a course is cancelled, full-time faculty shall have first preference of filling their schedules, including overloads, up to the end of the first week of classes.

B. Campus Assignments

1. No faculty member shall be assigned to more than two *(2)* locations as part of his regular load in any one *(1)* semester, one of which shall include the Youngwood location. Two *(2)* hours of travel time between such locations within the work day as defined in sub-section A hereof shall be allowed for any such assignments, except for nursing personnel traveling to and from their hospital assignment to the main campus. They shall receive one *(1)* hour travel time.

2. Any travel authorization between locations on the same day shall be reimbursed in accordance with Article XV -- Travel Allowance.

3. Assignments to any location shall be governed by seniority of unit members within the discipline required at any such location.

C. Attendance at College Functions

1. Unit members' attendance at all official College functions shall be voluntary. However, attendance at graduation is required for faculty members.

2. A unit member attending authorized functions for which academic attire is required shall have said attire furnished and paid for by the College.

3. Travel allowances for authorized off campus functions shall be reimbursed in accordance with Article XV – Travel Allowance.

4. Professionals who are required to attend graduation shall receive compensation as agreed upon mutually with their respective supervisors.

D. Scheduling – (Non-Teaching)

1. Counselors, librarians and professionals shall be required to work thirty-seven and one-half *(37.5*) hours per week *(excluding lunch)* at their respective work stations. The work week shall consist of five (5) consecutive workdays. Work schedules will be subject to the needs of the College, and work assignments shall be determined by the respective supervisor in consultation with said counselors, librarians and professionals. When possible, the College shall make an effort to relieve members of duties to attend College meetings.

2. Professionals on a 9-month contract will be contracted for one hundred eighty-six *(186)* working days for each academic year.

3. Non-teaching unit members shall receive two *(2)* weeks' advance notice of any schedule change prior to its implementation.

4. Counselor work in excess of regular working hours, either required or voluntary, shall first be offered to members of the full-time counseling staff, in accordance with seniority on a rotation basis.

5. Pursuant to Article XIV, Section A.2. of this Agreement; counselors, librarians, and professionals may be offered overload teaching assignments up to nine (9) ECH, by divisions or areas in disciplines for which they are qualified after all full-time instructional faculty have completed their full-time, overload, and summer schedules. No bargaining unit member shall be arbitrarily denied the opportunity to overload teaching assignments.

6. Counselors shall be assigned to the Student Development Department.

ARTICLE XIII
SALARIES/OVERLOAD/EXTRA PAY SUPPLEMENTS

A. Salaries for Unit Members

The salaries payable to unit members during the term of this agreement are fully set forth in Exhibit "A" attached hereto and made a part hereof. Salaries payable to counselors and librarians on twelve-month contracts shall be 1.25 of the faculty pay schedule.

B. Pay Periods

Unit members shall be paid biweekly and in equal payments. The annual salary shall be paid over a 9-month or 12-month period. All payroll deductions shall be distributed equally over all pay periods.

C. Overload/Pay Rates/Summer Assignments

1. All overload teaching shall be paid at the following rates:

$900 per ECH	2015-16 Fiscal Year
$900 per ECH	2016-17 Fiscal Year
$900 per ECH	2017-18 Fiscal Year

2. Counselors and librarians who work in excess of thirty seven and one-half (37.5) hours in a work week shall be compensated at the following hourly rate for each hour worked in excess of the thirty seven and one-half (37.5) hours:

$38.00 per hour	2015-16 Fiscal Year
$38.00 per hour	2016-17 Fiscal Year
$38.00 per hour	2017-18 Fiscal Year

3. Counselors and librarians not on a twelve-month contract shall be paid their respective daily rate for non-teaching summer work. The daily rate shall be calculated as follows: $\frac{9-month\ salary\ X\ .25}{65}$

4. Professionals not on a twelve-month contract shall be paid their respective hourly rate for non-teaching summer work.

5. When possible, overload payments shall be paid in equal payments during each academic semester.

D. Extra Pay Supplements:

1. Authorized work other than a teaching assignment	$29.00/hour for 2015-16 $29.00/hour for 2016-17 $29.00/hour for 2017-18
2. Course Development	1.0 ECH/3 Credit Course
3. Program Development	3.0 ECH/Program
4. Co-op, Directed Practice, Practicum, Internship	0.2 ECH/Student
5. Independent Study, Honors Mentor, Portfolio Development	0.2 ECH/Student
6. Directed Study	1.0 ECH + 0.2 ECH/Student
7. Portfolio Evaluation	0.1 ECH/Course
8. Honors Seminar Coordinator	0.5 ECH
9. Substitute Pay Rate	$38.00/hour for 2015-16 $38.00/hour for 2016-17 $38.00/hour for 2017-18
10. Proficiency Exam	$25.00
11. Level Coordinator	1.0 ECH
12. Nursing Level I Coordinator (Youngwood Campus Only)	2.0 ECH
13. Program Director	1.0-7.5 ECH* release time
14. Five Year Program and Discipline Review	3.0 ECH Fall and 3.0 ECH **Spring
15. Curriculum Coordinator	1.0 ECH Fall and 1.0 ECH Spring

*** Determination of ECH is based upon program complexity as determined following "meet and discuss" meetings with appropriate faculty member and Association representative.**
****The three ECH for the spring semester will be paid once the program review is completed and approved.**

ARTICLE XIV
SUMMER, OVERLOAD, AND EXTRA PAY ASSIGNMENTS

A. Teaching

1. Overload teaching assignments will be made on the basis of the following criteria:

   a. The faculty member's academic qualifications to teach the specific course;

   b. Of those qualified in *(a)* above, according to seniority (*length of teaching service at Westmoreland County Community College)*;

   c. Of those qualified in *(a)* above, a rotation system will be established according to the criteria in *(b)* above, whereby no faculty member will receive a second overload assignment until all qualified members have been contacted. In addition, no faculty members shall be given an overload assignment until all qualified full-time faculty members have a full-time teaching load.

2. After all full-time faculty have been assigned regular loads in any semester of the academic year, all remaining credit courses must first be offered to qualified full-time teaching faculty as an overload. A full-time teaching faculty member may not accept an overload in excess of nine (9) ECH. This is exclusive of all extra pay supplements and extra assignments. Qualified full-time bargaining unit members will be offered the opportunity to teach an overload of up to nine (9) ECH before the assignment is offered to part-time faculty.

B. Summer Employment

Summer term teaching assignments shall be made on a rotation basis among the qualified full-time faculty at the divisional, discipline, or program level.

1. The criteria for determining individual summer term assignments will be the same as those referred to in the above A-Teaching.

2. Summer term teaching assignments shall not exceed twelve *(12)* ECH per six-week session; or twenty-four *(24)* ECH per twelve-week session or six-week/twelve-week combination.

3. Summer term shall encompass the period between the end of the spring semester and the start of the fall semester as indicated in the College calendar.

C. Non-teaching

1. Counselors, librarians, and professionals shall be offered any available non-teaching summer term assignments on a rotation basis if not on a 12-month contract.

2. Professionals who are authorized to work in excess of seven and one-half *(7-1/2)* hours in any one *(1)* day or thirty-seven and one-half (*37-1/2)* hours in any one *(1)* week shall be compensated at the rate of time and one-half *(1-1/2)* their regular hourly rate for all such hours worked. Overtime hours shall not be pyramided.

3. Professionals on 9-month contract, who are scheduled to work in the summer, shall be notified of their tentative schedule prior to the end of the spring semester.

ARTICLE XV
TRAVEL ALLOWANCE - FIELD TRIPS AND CONFERENCES

A. Unit members who use their personal vehicles for authorized College business shall be granted a mileage allowance in accordance with the IRS maximum. If this is discontinued by the IRS, the parties shall renegotiate another standard.

B. In the event the President or his designee authorizes an off campus meeting between the hours of 11:00 a.m. and 2:00 p.m. or between 4:00 p.m. and 7:00 p.m., a unit member shall be reimbursed for meals in accordance with College policy.

C. In the event authorized College business necessitates overnight travel, unit members shall be reimbursed for normal travel, lodging, meals, and other approved expenses upon submission of receipts.

D. Any requests for travel, and expenses incurred in such travel shall be in accordance with College policy.

E. The College shall reimburse faculty members for all normal expenses incurred on any authorized field trip or relocation of classes. Said expenses will be reimbursed in accordance with this article.

ARTICLE XVI
RETIREMENT

A. The College shall continue to pay the retirement contribution and provide the employee with the retirement options contained in State law.

B. The TIAA-CREF contribution rates for each unit member participating in the TIAA-CREF retirement program will be as follows:

ten percent (10.0%) of total salary	2015-16 Fiscal Year
ten percent (10.0%) of total salary	2016-17 Fiscal Year
ten percent (10.0%) of total salary	2017-18 Fiscal Year

ARTICLE XVII
LEAVES OF ABSENCE

A. Family and Medical Leave

Unit members shall be eligible for leave under the Family and Medical Leave Act, in accordance with the provisions of the Act.

1. A unit member shall be granted an unpaid family and medical leave for the birth of the unit members child; the adoption of a child by the unit member; or the serious health condition of the unit member or the unit member's spouse, son, daughter, or parent up to twelve *(12)* weeks within a 12-month period of time with benefits upon written request, certification by attending physician, and appropriate approvals.

2. Upon returning from Family and Medical Leave, a unit member has the right to return to the same or equivalent position. If the position has been abolished, the unit member will have the right to return to an equivalent position.

3. Upon return from Family and Medical Leave, a unit member shall retain all seniority and pension rights.

B. Extended Child-Rearing Leave

1. Extension of said leave beyond twelve *(12)* weeks for the purpose of child-rearing shall be granted to a maximum of nine *(9)* additional months; and shall be without pay or benefits.

2. Unused sick leave may not be used, but shall be carried over until the unit member returns.

3. Upon return from child-rearing leave, a unit member shall retain all seniority and pension rights that accrued up to the leave, but these rights shall not accrue during the period of the leave.

4. Unit members shall have the right to continue applicable fringe benefits in accordance with COBRA during child-rearing leave by remitting premiums to the College.

5. Every unit member shall have the right to return to the same position they held before going on child-rearing leave. If the position has been abolished, the unit member shall have the right to return to an equivalent position.

C. Personal Leave

Each unit member shall be entitled to two *(2)* personal days per year for personal reasons, which may accumulate up to a maximum of five (5) days. Requests for such leave must be submitted twenty-four *(24)* hours in advance, except in the case of an emergency. Such leave may be taken one *(1)* day at a time if desired. Unused personal leave days remaining in excess of the maximum of five (5) at the end of any academic year shall be added to the employee's unused accumulated sick leave total in the following academic year.

D. Sick Leave

1. Unit members covered herein shall be credited with twenty *(20)* days of sick leave each year. Unused sick leave shall accumulate without a maximum number being imposed.

2. Charges against sick leave credits shall be made only when absence for illness occurs on a scheduled academic work day. Sick leave credits shall not accrue during periods of leave without pay.

D. Sick Leave *(Cont'd.)*

3. Proof of illness in the form of a medical certificate may be required if a unit member is absent from assignments or duties for three *(3)* or more consecutive days.

4. Charges against sick leave will not be made for work-related disabilities.

5. Unit members who are employed during the summer session may use accumulated sick leave credits.

6. Overload shall be included in the calculation of sick leave and/or personal leave.

7. Unit members shall be notified of sick leave accumulation through the College payroll system.

8. Up to three *(3)* sick days per year may be used for the care of immediate family members. Immediate family is limited to spouse, children and parents of the unit member.

E. Work-Related Disability

A unit member who sustains a work-related injury must follow the college's procedure for dealing with injury or illness which includes being treated by a physician that is on the college's Worker's Compensation Physicians' Panel.

A unit member who sustains a work-related injury, as a result of which he is disabled, shall receive a disability payment which shall be the difference between the monies to which he may be entitled under Workers' Compensation, Social Security, or other applicable disability benefits and his full salary, for a period of one *(1)* year or for the duration of his disability, whichever period is the shorter, unrelated payments to the unit member in the calculation are excluded herefrom. This payment shall be made only for periods during which the unit member would have been paid under their normal contract. Sick leave, however, shall not accrue during the period of the disability payment. No credit for continuous service or for sabbatical leaves shall be given for an academic term during which absences due to the disability constitute more than fifty percent *(50%)* thereof.

F. Sabbatical Leave

1. A unit member who has completed five *(5)* years of continuous service shall be eligible for a leave of absence with pay and benefits. One *(1)* sabbatical leave of absence shall be allowed for each additional five *(5)* years of completed continuous service. The College shall grant at least two *(2)* sabbatical leaves in any academic year as long as those requests meet the requirements for the type of sabbatical requested, as detailed in item 6 (a-e) herein. Applications for sabbatical that do not meet these requirements may be reviewed by the College on a case-by-case basis.

2. Applications for such sabbatical leave are to be made in writing by January 31 of the preceding academic year. The applications shall be submitted to a committee of the bargaining unit, who shall recommend to the President those eligible for sabbatical leave. The College shall post the names of those granted the sabbaticals by March 1. While on sabbatical leave, unit members will not be awarded any other paying assignment with the College.

3. An affirmation in good faith of an intention to return to the College for at least one *(1)* year following such leave shall be included with the application for the leave; and before any leave is granted under this section, the unit member shall agree in writing that, in the event he fails to return to service at the expiration of such leave and to serve the College for a 1-year period, he shall refund all salary paid him during such sabbatical leave, unless the unit member is unable to return to employment at the College because of a physical or mental disability. Any such physical or mental disability shall require a written verification to the College by the employee's personal physician. In addition, the College will also designate a physician to ascertain if said unit member's physical or mental disability is, in fact, preventing his return to employment. Upon expiration of a sabbatical,

by consent of the Board, the requirement that the unit member on leave of absence shall return to the service of the College may be waived.

4. During such leave, the unit member will receive his full salary if the leave is for one *(1)* semester, one-half *(1/2)* of his academic year salary if the leave is for two *(2)* semesters.

5. Upon return from sabbatical leave, the unit member shall be placed in their prior position with all accrued benefits and increments to which they would have been entitled had they been in the regular service of the College, and these rights shall accrue during the period of the leave.

6. A sabbatical leave may be taken for any or all of the following reasons:

   a. Full-Time Advanced Study:

      Unit members utilizing sabbatical leave for advanced study shall be required to submit a description of the courses to be taken, as well as the identity of the educational institution as part of their application. Upon request, the unit member shall provide evidence that the courses were completed. Advanced study is defined as post-baccalaureate; or post-associate degree for unit members holding an associate degree.

   b. Educational Travel:

      Unit members utilizing sabbatical leave for educational travel shall be required to submit a description of planned goals and objectives and how these goals and objectives enhance instruction within their discipline. Upon return, the unit member shall provide verification that the planned goals and objectives were completed.

   c. Research and/or Publication:

      Unit members utilizing sabbatical leave for research and/or publication shall be required to submit a description of the proposed research and/or publication as part of their application. Upon return, copies of the research or publication shall be provided to the College.

   d. Restoration of Health:

      Unit members utilizing sabbatical leave for restoration of health shall be required to submit a physician's certificate as to the nature of the disability as part of their application.

   e. Retraining:

      When the College issues a retrenchment notice, the College shall make available a sabbatical leave for retraining purposes. The sabbatical leaves, when granted, shall be granted within the agreed-upon sabbatical leave allocation for each year. The sabbatical leave, when granted, shall be designed to prepare the affected faculty member(s) for an existing or vacant unit or non-unit full-time position or to meet a program need.

      1. The affected faculty member*(s)* shall notify the College in writing of their desire to apply for a sabbatical and participate in the retraining program under the sabbatical leave provisions. It is understood, however, that a retraining sabbatical may be offered to a unit member with less than the 5-year eligibility requirement. The retrenched unit member shall meet with the appropriate College designee to discuss the prescribed retraining sabbatical plan. When approved by the College, the prescribed course*(s)* of study determined necessary to qualify for a vacant unit or non-unit full-time position or to meet a program need will be defined.

F. Sabbatical Leave… *(Cont'd.)*

a. The College may grant up to twelve *(12)* months to the affected faculty member*(s)* to complete a retraining program.

b. Any faculty member failing to complete the retraining requirements as agreed upon in the individual retraining prescription*(s)* written by the College shall be terminated before the start of the next academic year. However, in the event of illness or other good reason, the above retraining sabbatical may be extended for a reasonable period of time at the discretion of the Board.

c. The College shall maintain the right to specify conditions for the retraining sabbatical, including where the retraining will occur.

2. Upon an offer by the College to implement retraining, the following condition must be met: the full-time faculty member*(s)* affected by the retrenchment notice must accept, in writing, the prescription set forth by the College.

3. In the event the College limits the number of retraining openings available, retraining shall be offered on the basis of seniority among those being retrenched.

4. Implementation procedure for retraining:

a. Applications for retraining by the interested faculty member*(s)* should be made to the Vice-President/Academic Affairs and Student Services or their designee within fifteen *(15)* calendar days of receiving a retrenchment notice.

b. Upon the receipt of the application, the Vice-President/Academic Affairs and Student Services will consult with the appropriate dean to evaluate the applicant's qualifications and suggest a course of study.

c. The position for which the faculty member has retrained may involve a reduction in salary.

5. It is understood and agreed that a faculty member shall only be eligible to apply for one *(1)* retraining sabbatical.

G. Professional Leave

Unit members shall, subject to the approval of the President or his designee, be granted professional leave with pay to attend professional conferences, participate in training courses and sessions that are related to their work, and engage in other similar job related activities. If said leave is denied, the reasons for said denial shall be set forth in writing to the affected unit member within twenty *(20)* calendar days of the submission of the request. Upon return, the unit member will be placed in their prior position, with all accrued benefits and increments to which they would have been entitled had they been in the regular service of the College.

H. Miscellaneous Leave Without Pay

Unit members may be granted leave without pay or benefit at the sole discretion of the Board for any reason and period of time that may be authorized by the Board. The Board shall act on requests for leave within twenty *(20)* calendar days of submission and if denied, shall state the reasons in writing. During said unpaid leave, the unit member, at his sole expense, may maintain his applicable fringe benefits in accordance with COBRA regulations. Upon return, the unit member will be placed in their prior position, with all accrued benefits and increments to which they would have been entitled had they been in the regular service of the College.

I. Bereavement Leave

1. When a unit member is absent from duty because of a death in their family, there shall be no deduction in salary or benefits for any absence not in excess of the following:

5 Days	4 Days	2 Days	1 Day
• spouse • child	• parent • brother • sister • son-in-law • daughter-in-law • parent-in-law • grandchild	• grandparent • brother-in-law • sister-in-law • uncle • aunt	• niece • nephew

2. The College may grant an exception of bereavement leave, as defined in section I. 1 above.

J. Jury Duty

Unit members called for jury duty will be paid the difference between their daily rates and monies received from the courts, except mileage reimbursement paid by the court. Evidence in the form of a written notification shall be presented to the appropriate administrator as far in advance as practical. The unit member is expected to report for regular college duties when their attendance at court is not required. The unit member has the option, based on the calculation, to sign over their check from the courts to the College.

K. Military Leave

The College will provide all rights as designated by the Uniformed Services Employment and Re-employment Rights Act of 1994 to all unit members.

1. Whenever a unit member enlists or is drafted at any time into active military service of the United States of America *(which includes alternate serviced approved by the Selective Service Commission*) they shall be granted a military leave without pay, in accordance with law. A unit member on such authorized military leave will be required, within ninety *(90)* days of their discharge, to notify the College of their availability for employment. The unit member shall have the right to return to the same position he held before going on military leave or to an equivalent position for which they are qualified with such benefits as required by law, provided said position or its equivalent has not been retrenched. In this case, the member shall be entitled to the rights listed in Article XX – Retrenchment. During the period of such military leave, the unit member shall receive no credit for tenure and/or sabbatical leave, unless required by law.

2. Unit members who are members of reserve components of the Armed Forces shall be paid the difference between their daily pay rate and their daily military pay rate for all working days not exceeding fifteen *(15)* days in any calendar year during which they are engaged in field training authorized by the Federal forces.

3. Unit members who are members of the Pennsylvania National Guard shall be paid the difference between their daily pay rate and their daily Pennsylvania National Guard pay rate for all days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or in authorized field training consistent with the Military Code of 1949.

ARTICLE XVIII
PERSONNEL FILES

A. The College shall maintain one *(1)* official personnel file in the office of the Director of Human Resources for each unit member. There shall also be a separate pre-employment file, which shall be confidential and shall only contain letters of reference, recommendations, or any materials secured in the hiring process. After employment, no personnel action shall be invoked on the basis of said pre-employment information. The unit member shall have no right of access to the official confidential pre-employment information.

B. Individual personnel files shall be confidential. However, a unit member shall have the right to make such additions or responses to the material contained in their official personnel file as they shall deem necessary, but they shall have no right to remove material from the file. It is further understood that the Director of Human Resources shall have access to this file. Prior to placement of evaluation or non-routine material in the personnel file, the employee shall be given an opportunity to initial said material.

C. A unit member shall have access to their official personnel file during regular working hours provided there shall be no interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the Human Resources Office.

D. The Association shall have access to the official personnel file of a unit member at reasonable times during regular office hours, after having given the Director of Human Resources reasonable notice and provided they first shall have obtained express written approval of that unit member.

E. If the official personnel file or any of its contents is duly subpoenaed in accordance with law, the unit member shall be notified at the earliest possible time.

D. Upon written request to the Director of Human Resources, a unit member shall be permitted to copy any and all materials at no cost to the Association or unit member, except preemployment information, included within their personnel file.

E. College personnel shall not remove from the personnel file contents thereof or any copies therein without the express written approval of the unit member.

ARTICLE XIX
NON-DISCRIMINATION

A. Both the Westmoreland County Community College and the Association will not discriminate in its educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership, any other legally protected classification or the proper exercise by an Association member of his rights guaranteed by the Pennsylvania Public Employer Relations Act Number 195. This is in accordance with the state law including the Pennsylvania Human Relations Act and with federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1990.

B. There shall be no discrimination by either of the parties hereto or any unit member against members of the same family regarding concurrent employment in the College.

ARTICLE XX
RETRENCHMENT

A. Retrenchment because of financial considerations, program curtailment or elimination of courses, shall be applied as hereinafter set forth.

B. When, in the opinion of the College, retrenchment appears necessary, the College agrees to "meet and discuss" same with the Association and the affected faculty member on or before January 1.

C. Faculty members to be retrenched shall be given notice on January 15 of the then current academic year to be effective with the beginning of the following academic year. An Association member may request and apply for a retraining sabbatical by January 31.

D. The affected faculty members and the Association shall be notified, and retrenchment shall be made, as circumstances require, provided the following order shall be utilized:

1. Part-time employees
2. Temporary employees
3. Probationary employees
4. Non-probationary employees

E. Retrenchment shall be made in the inverse order of seniority *(Article XXIX)* provided the remaining faculty members have the necessary qualifications to teach the remaining course*(s)* or perform the remaining duties.

~~F.~~ Before retrenching any faculty member, the College shall attempt to find other professional employment at the College for said faculty member.

G. A faculty member who is retrenched from the College shall be placed on recall for a period of two *(2)* years. The last senior faculty member retrenched shall be the first name placed on such list. Anything herein to the contrary, an employee on the recall list shall not be entitled to any of the benefits, rights, or entitlements provided by this Agreement while on such list. No new faculty member will be hired to fill a vacancy at the College for which retrenched faculty members on the recall list are qualified. The vacancy will be offered in writing to the most senior faculty members on the recall list. In the event the faculty member fails to respond or rejects the offer in writing within a twenty *(20)* calendar-day period, the faculty member shall be passed over, and the opening offered to the next qualified faculty member on the recall list.

H. The College shall fulfill its notification requirements as set forth herein by tendering the offer via certified mail sent to the faculty member's last known address.

I. In the event a retrenched faculty member is recalled within the aforesaid two-year period, they shall retain all seniority rights and benefits earned prior to the retrenchment.

ARTICLE XXI
NO STRIKE - NO LOCKOUT

A. It is understood and agreed that there shall be no strike as that term is defined in Act 195 during the life of this Agreement.

B. The College will not engage in any lockout during the term of this Agreement.

ARTICLE XXII
SPONSORSHIP OF STUDENT ACTIVITIES

A. Sponsorship of all student clubs and organizations shall be on a voluntary basis.

B. Voluntary duties with student non-classroom activities which are sponsored by the College shall be mutually agreed upon by the unit member with the Association's approval and the College when the situation arises.

C. Travel allowance for all College-authorized off-campus student functions shall be reimbursed using the reimbursement schedule as provided in Article XV – Travel Allowance.

ARTICLE XXIII
NOTIFICATION OF WCCCPA VACANCIES

A. When a regular or temporary full-time vacancy occurs within the Association, or when the College reclassifies an Association position, the College shall post a notification of such vacancy on the Human Resources office bulletin boards and in addition give one *(1)* copy to the Association president. The vacancy notice shall describe the position(s), position requirements, salary/hourly pay rates, and the application process. A vacant position shall not be permanently filled for at least ten *(10)* working days from the date of the posting notification. Unit members, who wish to apply for the vacant position, shall submit their application/resume to the Director of Human Resources within the prescribed time limit. Qualified unit members shall be given first consideration for a vacant Association position prior to non-unit members.

B. The College agrees to notify any of its current unit members who may have applied for the opening of the disposition of their application prior to the publication of the successful applicant.

C. The College reserves the exclusive right to fill or not fill any vacancy. If the College decides to abolish such a position, it shall notify the president of the Association in writing. If the position is not abolished, it shall be posted.

D. The College President or his designee may recommend an Association candidate to the Board of Trustees.

ARTICLE XXIV
RETURN TO UNIT POSITION

Any member of the bargaining unit who is selected for an administrative position and accepts it shall not be permitted to return to a unit position unless a vacancy exists and provided they have applied for the unit position and been recommended by the President. They shall retain all seniority and other rights and entitlements earned through continuous service up to the time they assumed the administrative position but shall not accrue any seniority or other rights and entitlements under this Agreement while they served in said administrative position.

ARTICLE XXV
GENERAL PROVISIONS

A. The College and Association agree to equally share the costs for the duplication of a reasonable number of copies of this Agreement.

B. The President of the college shall submit to the Association president the names of unit members appointed to serve on standing committees and participate in institutional governance.

C. Administrators shall be considered part-time instructors. They may instruct any course for which they are qualified and will be evaluated in accordance with prescribed procedures.

D. The College will limit the practice of assigning more than one *(1)* instructor to a section or class to the following circumstances:

1. Team teaching, where all instructors assigned to the course are responsible for the material being taught. Course outlines shall reflect the mode of instruction being utilized.

2. Modularized courses, wherein the modules of instruction are described and the instructor for each module is identified in the course outline provided to the student.

3. It is also agreed that, should any circumstances other than those described above arise in which assignment of more than one *(1)* instructor to a course is deemed necessary or desirable, the College will meet and discuss the circumstances with representatives of the Association prior to taking such action.

E. The College shall attempt, within the available resources, to have at least one *(1)* full-time faculty member in any program that leads to a certificate, diploma, or degree.

F. Items contained in the Faculty Handbook cannot contravene any of the items and provisions of this Agreement. The College shall “meet and discuss” any additions to the Faculty Handbook.

G. Items contained in the Student Handbook cannot contravene any of the items and provisions of this Agreement. The College shall "meet and discuss" any additions to the Student Handbook.

ARTICLE XXVI
GRIEVANCE PROCEDURE

Policy: It is the policy of the College to encourage a harmonious and cooperative relationship with its unit members and to resolve a unit member's/Association's grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application, or alleged violation of a specific term or provision of this Agreement or a claim that the College has acted in an arbitrary or capricious manner contrary to an established College policy affecting unit members.

I. Informal Level – (Pre-Grievance Discussion)

A. All attempts will be made to resolve an alleged Agreement violation with the unit member*(s)* or the Association. Within fifteen *(15)* working days of the apparent known violation of the contract, the unit member(s) will meet with either their immediate supervisor or College designee. The immediate supervisor or College designee will respond within three *(3)* working days following the discussion. If the issue is not resolved, a grievance may be filed in writing to step one *(1)* of the formal level of the grievance procedure, within ten *(10)* working days of the immediate supervisor or College designee response.

II. Formal Level

A. Step-One – Vice-President, Dean, or Director

Within five *(5)* working days after receiving the grievance, the vice-president/dean/ director shall meet with the grievant and/or the Association in an attempt to resolve the grievance. The time for said meeting shall be mutually agreed upon. The vice-president/dean/director shall give the grievant a written decision within five *(5)* working days following the meeting.

B. Step Two – President

If a grievant is not satisfied with the disposition of his grievance at the first step, he may submit the written grievance to the President within five working days after receiving a decision at the first step. Within ten *(10)* working days after receiving the grievance, the President shall hold a hearing at which time the grievant or the Association may present the grievance. The President shall give the grievant a written decision within five *(5)* working days following the hearing.

C. Step Three – Board of Trustees

If the grievant is not satisfied with the disposition of his grievance at the second step, he may submit the written grievance to the Board of Trustees within ten *(10)* working days after receiving a decision at the second step. Within twenty *(20)* working days after receiving the grievance, the Board shall hold a hearing at which the grievant or the Association may present the grievance. The Board shall give the grievant a written decision within ten *(10)* working days following the hearing.

D. Step Four – Arbitration

If not satisfied with the disposition of the grievance at the third step, the Association may submit the grievance to arbitration within ten *(10)* working days after receiving a decision at the third step. The Association will notify the College of its intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator within ten *(10)* working days. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation and request a list of arbitrators. The State Bureau of Mediation

D. Step Four – Arbitration…*(Cont'd.)*

shall then submit to the parties the names of seven *(7)* arbitrators. Each party shall alternately strike a name until one *(1)* name remains. The person remaining shall be the arbitrator. The College shall strike the first name.

1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this Agreement or the issue presented.

2. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

3. The parties shall not be permitted to insert in the arbitration proceedings any evidence not previously disclosed to the other party.

E. Time Off

The grievant and the Association representative, if a College employee, shall be allowed such reasonable time off, without loss of pay, from his regular duties as may be necessary, to attend meetings for the purpose of resolving a grievance. Faculty members who cover classes/assignments for the grievant and/or Association representative shall be paid by the College according to the substitution rate detailed in Article XIII, section D.9.

F. No reprisals shall be taken against any unit member*(s)* for participating in any grievance.

G. A grievant may be accompanied by a representative of the Association at any step of the grievance procedure, subject to the conditions set forth in Article VI, Section 06 of Act 195. No meetings or hearings with any grievant may be conducted by the College without notification to the Association and without the presence of an Association representative. The Association, at all such meetings, shall be able to put forth its position. The Association shall receive copies of all relevant communication forwarded to the grievant concerning the grievance.

H. The College shall share information with the Association for the purpose of assisting in the process of any grievance or complaint.

I. All such meetings and hearings under this procedure shall be conducted in private and include only such persons directly involved with the grievance and their designated or selected representative(s).

J. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

K. The time limits set forth in all steps of this procedure may be extended upon the mutual agreement of both parties. If either the Association or the College fails to adhere to the time limits as set forth in the grievance procedure, that party may forfeit the grievance without precedent.

L. In the event a grievance is filed at such time that it cannot be processed by the end of the academic year, the time limits set forth herein shall be reduced so that the grievance procedure may be terminated prior to the end of the academic year, or as soon thereinafter as is practicable.

ARTICLE XXVII
SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions thereof shall remain in full force and effect.

ARTICLE XXVIII
HEADINGS

Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

ARTICLE XXIX
SENIORITY

A. Seniority shall be defined as the length of an employee's service since the employee's first day of work in a bargaining unit position. Seniority shall continue to accrue during all leaves of absences, unless stated otherwise.

B. Seniority shall be broken only for the following reasons:

    1. Resignation

    2. Retirement

    3. Discharge

C. Ties in first day worked shall be broken by a lottery.

D. Upon request, the College agrees to provide the Association, on or before September 15 of each academic year, a seniority list reflecting the years of seniority of each member of the bargaining unit.

E. Any unit member who feels that his seniority is not accurately set forth shall, within sixty *(60)* calendar days of the commencement of the academic year, notify the College either personally or through the Association of his exception or objection. If no exception/objection is made, said listing shall be considered final for the current year.

ARTICLE XXX
FRINGE BENEFITS

A. Vacation—(Non-Teaching Faculty)

1. Counselors and librarians who accept a 12-month contract will receive twenty *(20)* days of vacation with pay, which will be credited at the rate of 12.5 hours per month.

2. Counselors and librarians on academic-year contracts will receive fifteen (*15)* days of vacation with pay, which will be credited at the rate of 12.5 hours per month.

3. Professionals who accept 12-month contracts will receive vacation with pay in accordance with the following schedule:

Years of Service	Vacation Days	Credited Hours/ Month
1-5 years	11.00	6.87
6	16.00	10.00
7	17.00	10.62
8	18.00	11.25
9	19.00	11.87
10	20.00	12.50

4. Professionals on academic year 9-month contract will receive vacation with pay in accordance with the following schedule:

Years of Service	Vacation Days	Credited Hours/ Month
1-5 years	8.25	6.87
6	12.00	10.00
7	12.75	10.62
8	13.50	11.25
9	14.25	11.87
10	15.00	12.50

5. Vacation may be taken at any time after credited; however, it must be approved by the unit member's immediate supervisor at least three *(3)* days prior to the vacation.

6. Counselors, librarians, and professionals shall be permitted to carry over up to ten *(10)* unused vacation days from one fiscal year to the next.

B. During the life of this Agreement, the College will continue to pay any and all insurance premiums currently being paid by the College on the effective date of this Agreement.

C. Faculty members in the Health Professions required to carry professional liability insurance shall be reimbursed for the total premium each academic year. These Health Professions faculty members shall submit appropriate receipts to the Controller's office for the reimbursement.

D. The Board reserves the exclusive right to determine what carrier shall be contracted under this Agreement.

E. Fringe benefits provided during the life of this Agreement are listed below:

1. Insurance/Group Health Coverage

a. The College shall maintain for all unit members life insurance - Three *(3)* times annual contracted salary rounded to the next highest thousand.

b. The College shall maintain for all unit members long-term disability insurance – unit members are eligible after twelve *(12)* months of continuous employment. Benefits will be paid monthly in arrears after 180 days of disability.

c. The College shall offer for all unit members and their eligible dependents an equivalent or better healthcare plan than what was provided in the 2011-12 fiscal year. Should such plan become unavailable, the College and the Association shall collaboratively select a substantially similar plan.

d. The College shall offer for all unit members and their eligible dependents covered under this Agreement, a prescription drug benefit.

e. The College shall maintain for all unit members and their eligible dependents covered under this Agreement, a vision care benefit.

f. The College shall maintain for all unit members and their eligible dependents covered under this Agreement, basic individual dental insurance coverage.

g. Bargaining unit members shall pay a portion of their health insurance cost by contributing a co-premium amount as determined by a percentage of their total wages and their selected type of coverage. Total payments made by members is calculated by multiplying the member's total wages by the percentage rates below. These rates are established for the duration of this agreement.

Single	1.12%
Employee/Spouse; Member and Children	1.74%
Family (Employee, Spouse and Children)	2.36%

h. The Association will participate as a member of the WCCC Healthcare Monitoring Committee.

2. Retirement benefits are provided through one *(1)* of the following three *(3)* programs:

a. TIAA-CREF
b. SERS – As of July 1, 2015 SERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the College.
c. PSERS – As of July 1, 2015 PSERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the College.

F. Organizational Membership

The College agrees to provide in its budget the amounts noted below to be used as an allocation for organizational membership for unit members for their annual dues in organizations which will benefit their professional expertise or provide contacts, information, or publications in their field. The Association and the College shall mutually agree upon the procedure for administering these funds.

$6,000	2015-16 Academic Year
$6,000	2016-17 Academic Year
$6,000	2017-18 Academic Year

G. Tuition Reimbursement

1. The College agrees to provide in its budget the amounts noted below to be used as an allocation for tuition reimbursement for unit members. The Association and the College shall mutually agree upon the procedure for administering these funds. The Association will advise the College of programs/courses undertaken by unit members.

$34,000	2015-16 Academic Year
$34,000	2016-17 Academic Year
$34,000	2017-18 Academic Year

2. An amount of up to $1,600 in unused tuition reimbursement funds will be transferred to organizational memberships each fiscal year.

H. Tuition Waiver

All full-time unit members, their spouses, and dependents as defined by the Internal Revenue Service shall be permitted to take courses at the college without tuition charge. In the event the unit member dies, retires, or is disabled, this privilege is continued for a period not to exceed five *(5)* years. In addition, the College will waive the $10.00 application fee, the $1.00 student services fee, and the $1.00 technology fee.

I. Sick Leave Bank

Unit members covered under this agreement shall have the right to join and participate in the Sick Leave Bank, subject to the following provisions:

1. Initially, each unit member shall transfer two *(2)* of his earned sick days to the Sick Leave Bank. The College agrees to match two *(2)* days for every two *(2)* days placed in the bank by the employees covered under this Agreement.

2. Only unit members who contribute to the Sick Leave Bank shall be permitted to participate in the program upon expiration of all paid leaves available to said unit members.

3. All days released to the Sick Leave Bank shall be accumulative year to year and may not be withdrawn by the unit member except as noted in item "2" above.

4. The Sick Leave Bank Committee shall prepare guidelines and be responsible for disbursement of said Sick Leave Bank days to eligible unit members.

5. The Sick Leave Bank Committee shall take every precaution to insure that sick leave and Sick Leave Bank guidelines are adhered to by the participants of the program.

6. Unit member's sick leave records kept by the Sick Leave Bank Committee shall be open to inspection by the College, and records of the Sick Leave Bank kept by the College shall be open to inspection by the Sick Leave Bank Committee.

7. A committee known as the Sick Leave Bank Committee, composed of three *(3)* members appointed by the Association and two *(2)* members appointed by the College, shall be the administrative body charged with the responsibility of approving all requests for use of the Sick Leave Bank *(subject to item 3 above),* maintaining appropriate records, providing for replenishment, and coordinating the overall program with the Director/Human Resources.

8. The Sick Leave Bank Committee will grant Sick Leave Bank days within the parameters contained within the Sick Leave Bank guidelines. The Sick Leave Bank days are granted in accordance with state and federal disability laws and regulations regarding administration of paid disability leave.

9. No application for Sick Leave Bank days shall be considered by the Sick Leave Bank Committee when the unit member has not used up all his accumulated paid leaves available.

10. The Sick Leave Bank Committee requires unit members seeking the use of the Sick Leave Bank to submit a completed Request-For-Use form along with a completed Physician's Statement. These completed forms must be submitted to the Sick Leave Bank Committee through its chairperson. Forms will be provided and can be obtained from any member of the committee.

J. The College shall attempt to make available for all unit members the option to enroll in a Medical Care Flexible Spending Account and a Dependent Care Flexible Spending Account.

K. The following holidays will be observed as paid holidays for eligible unit members:

1) Martin Luther King, Jr. Day
2) The day before Good Friday
3) Good Friday
4) Memorial Day
5) Independence Day
6) Labor Day
7) The day before Thanksgiving Day
8) Thanksgiving Day
9) The day after Thanksgiving Day
10) Winter Break – Any regularly scheduled work days starting December 24 through and including January 1.

L. An eligible unit member required to work any of the holidays specified in Section K will receive one and one-half (1-1/2) times his straight rate of pay plus holiday pay at straight time or two and one-half (2-1/2) times his normal rate of pay for all such hours worked. The eligible unit member shall not receive holiday time-off at a later date.

M. When one of the holidays specified in Section K is observed during an eligible unit member's vacation, he shall be entitled to one (1) additional day off, to be selected by agreement of the College and the eligible unit member.

N. For eligible unit members, Monday shall be recognized as a holiday for all holidays occurring on Sunday, and Friday shall be recognized as a holiday for all holidays occurring on Saturday; except for those days which have been identified as Winter Break.

TERM OF AGREEMENT

This agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2015 to and including June 30, 2018, and thereafter from year to year, except that either party may notify the other by certified mail on or before January 10, 2018 of its desire to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and sealed this 26th day of August, 2015.

WESTMORELAND COUNTY COMMUNITY COLLEGE

By: _____
Chairman

_____
President

_____
Negotiator

WESTMORELAND COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION PAHE/NFA, PSEA/NEA

By: _____
President

_____

_____

_____

_____

_____

_____

ATTEST:

_____

_____

_____ Date Signed: 8/26/15

9-MONTH FACULTY
SALARY SCHEDULE
"Exhibit A"

A. Current Faculty

1. For 2015-16, the first year of this agreement all faculty members will remain on the same salary step as in 2014-15 and will receive a one-time payment of five hundred dollars ($500.00) which will not be added to their salary. For the second and third years of this agreement 2016-17 and 2017-18 respectively, all faculty members will move across and down to the next highest level on the salary schedule until reaching the maximum salary level. Faculty members at the maximum level will move across to the same level.

2. Additional Education

   a) One *(1)* level on the salary schedule will be given for thirty *(30)* credit hours beyond the master's degree in a related field or for a second master's degree in a related field.

   b) One *(1)* level on the salary schedule will be given for an earned doctorate in the field of expertise or a related field. Two *(2)* levels will be given provided no credit was given in item 2*(a)* above.

B. New Faculty

1. Minimum Requirements

   All new faculty must meet minimum requirements to be placed on Level 1 of the salary schedule. The minimum qualifications to enter Westmoreland County Community College as an instructor may be satisfied by acquiring any of the following five *(5)* criteria:

   a) Master's degree in field, plus bachelor's degree;
   or
   b) Bachelors degree, plus four *(4)* years of related experience;
   or
   c) Bachelors degree, plus professional license or journeyman's card and two (2) years of related experience;
   or
   d) Associate degree, plus eight *(8)* years of related experience;
   or
   e) Associate degree, plus professional license or journeyman's card and six *(6)* years of related experience.

2. Placement

   a) Two *(2)* years of full-time college teaching, counseling, or library experience at an institution having recognized approved status by a regional educational accrediting association equals one *(1)* level on the salary schedule. Up to a maximum of thirty *(30)* related years of experience shall be applied. One year of full-time teaching is equivalent to 45 ECH taught on a part-time basis.

   b) Three *(3)* years of related full-time work experience *(not including graduate teaching assistantships)* equals one *(1)* level on the salary schedule. Up to a maximum of thirty *(30)* related years of experience shall be applied.

   c) Three *(3)* years of related full-time military experience equals one *(1)* level on the salary schedule. Up to a maximum of thirty *(30)* years of such experience shall be applied.

   d) Total combined credit for full-time related teaching, work experience and military experience may not exceed thirty *(30)* years.

2. Placement… *(Cont'd.)*

e) One *(1)* level on the salary schedule will be given for thirty *(30)* hours beyond a master's degree in a related field or for a second masters degree in a related field.

f) The College has the exclusive right when placing a new faculty member on the faculty salary schedule to place that individual at a level on the faculty salary schedule that is higher than described in "Exhibit A", B. New Faculty, 1 & 2 as long as the College "meets and discusses" with the Association the rationale for the faculty member's initial placement.

FACULTY SALARY SCHEDULE

Level	2015-16	2016-17	2017-18
1	49,429	50,048	50,958
2	49,736	50,355	51,265
3	50,043	50,662	51,572
4	50,350	50,969	51,879
5	50,657	51,276	52,186
6	51,157	51,583	52,493
7	51,657	52,083	52,800
8	52,157	52,583	53,300
9	52,657	53,083	53,800
10	53,157	53,583	54,300
11	53,657	54,083	54,800
12	55,808	54,583	55,300
13	57,959	56,734	55,800
14	60,110	58,885	57,951
15	62,261	61,036	60,102
16	64,412	63,187	62,253
17	66,563	65,338	64,404
18	68,714	67,489	66,555
19	70,465	69,640	68,706
20	71,965	71,391	70,857
21	73,465	72,891	72,608
22	74,965	74,391	74,108
23	76,465	75,891	75,608
24	77,965	77,391	77,108
25	79,465	79,965	80,465

PROFESSIONAL
PAY RATES
"Exhibit A-1"

A. Current Professional

1. Professionals will receive the following increases for each year of this Agreement:

a) **Effective July 1, 2015**

Each unit member, as part of this agreement will receive a one-time payment of five hundred dollars ($500.00) which will not be added to the hourly wage.

b) **Effective July 1, 2016**

Each unit member will receive a one and a half percent (1.5%) per hour increase in their straight-time hourly rate.

c) **Effective July 1, 2017**

Each unit member will receive a two percent (2.0%) per hour increase in their straight-time hourly rate.

2. Additional Education

Professionals will receive ten cents *($.10)* per hour for the bachelor's degree in a related field.

B. New Professionals

1. The minimum qualification to enter the College as a professional is an associate's degree in a related field.

2. Placement

a) One (1) year of related full-time work experience equals ten cents *($.10)* per hour. Up to a maximum of five *(5)* years of related work experience will be credited.

b) One (1) year of related full-time military experience equals ten cents *($.10)* per hour. Up to a maximum of five *(5)* years of military experience will be credited.

c) Total combined credit for full-time related work experience and military experience may not exceed five *(5)* years.

d) An amount of ten cents *($.10)* per hour will be given for a bachelor's degree in a related field.

e) Starting Rates:

2015-16	2016-17	2017-18
14.23/Hour	14.44/Hour	14.73/Hour

WESTMORELAND COUNTY COMMUNITY COLLEGE
RANK-MINIMUM QUALIFICATIONS
"Exhibit B"

A. The following ranks and minimum qualifications for attainment of same shall be recognized throughout the term of the Agreement.

- INSTRUCTOR**...**
  Minimum requirements.

- ASSISTANT PROFESSOR...
  Must meet the qualifications of an instructor plus have three *(3)* years of related college teaching experience at an institution having recognized approved status by a regional educational accrediting association.

- ASSOCIATE PROFESSOR**...**
  Must have at least three *(3)* years of teaching experience at Westmoreland County Community College and a total of seven *(7)* years of related college teaching experience at institutions having recognized status by a regional educational accrediting association.

- PROFESSOR**...**
  Must have at least seven *(7)* years of teaching experience at Westmoreland County Community College and a total of eleven *(11)* years of related college teaching experience at institutions having recognized approved status by a regional educational accrediting association.

B. It is understood and agreed by and between the parties hereto that promotions to an instructor or assistant professor shall be automatic once an individual attains the qualifications for said ranks as set forth hereinabove. Promotions to associate and full professor ranks, however, shall not be automatic solely on the basis that an individual attains the qualifications for said ranks as set forth herein above.

FACULTY EVALUATION

"Exhibit C"

A. **Purpose***:* Faculty evaluation is designed to promote teaching effectiveness. It should assist WCCC's faculty in identifying their strengths and promote overall total quality by offering constructive methods for improvement where needed.

B. **Procedure***:* Formal evaluation procedures shall consist of a *Student Perception of Performance* and a completed *Faculty Evaluation Report* by the applicable dean/administrator. As part of the formal evaluation, faculty may request a peer observation and/or videotape of one or more classes. The peer evaluator would be selected by the Association, with consent of the administration.

1. Student Perception of Performance

(a) A standard questionnaire shall be administered to students as follows:

(1) A minimum of three *(3)* classes will be evaluated.

(2) At the request of the dean or the faculty member, questionnaires may be administered to more than three *(3)* classes.

(b) Completed questionnaires shall be returned to and retained by the appropriate dean until completion of the course, at which time they shall be forwarded to the faculty member, with a copy of the summary forwarded to the Director of Human Resources.

(c) Faculty members may review completed questionnaires prior to any post-evaluation conference.

2. Administrative Evaluation of Performance *(Faculty Evaluation Report)*

(a) Evaluations shall include at least one *(1)* class observation and an assessment of professional activities as set forth in the *Faculty Evaluation Report.* The *Faculty Evaluation Report* may be revised by mutual consent of both parties.

(b) Class observations may take place at any time. Unless faculty and administration mutually agree otherwise, faculty will be given at least seven *(7)* calendar days notice prior to the week of any class observation.

(c) The dean will provide a written report of the class observation to the faculty member as soon as possible, but not to exceed ten *(10)* calendar days of the observation.

3. Post-Evaluation Conference

(a) Following completion of the evaluation process, a discussion will be held with the faculty member.

(b) If the dean/administrator recommends improvement areas, the recommendations shall be discussed, and an action plan mutually developed and set forth in the *Faculty Evaluation Report.* The dean/administrator shall give the faculty member in writing specific, measurable areas for improvement of teaching effectiveness.

(c) The faculty member shall have the opportunity to comment and respond in writing as part of the evaluation process.

(d) The Faculty Evaluation Report shall be made a part of the faculty member's personnel file, and a copy provided the faculty member.

4. Frequency of Formal Evaluation

(a) Probationary Faculty

Faculty will be formally evaluated each semester during the first year of probationary status; and once per academic year for the final two *(2)* probationary years.

(b) Non-Probationary Faculty

Non-probationary faculty will be formally evaluated every three *(3)* years for years 4 through 9. Non-probationary faculty with ten *(l0)* or more years of service will be formally evaluated every five *(5)* years.

(c) In the event the dean/administrator notes significant change in performance, a formal evaluation, or any part thereof, may be conducted at any time, subject to appropriate notification to the respective faculty member.

(d) A formal evaluation or any part thereof, may be requested at any time by the individual faculty member.

PROMOTIONS PROCEDURE

"Exhibit D"

Notification to Faculty of Candidacy

On or before September 15 of each academic year, the Director of Human Resources shall send to all full-time faculty holding rank a reminder that applicants for promotion must submit, by November 1, a statement of intent to apply for promotion. This statement must be returned to the College's Director of Human Resources. The candidate will be expected to use the following general format in preparing their materials packet.

Formation of Promotions Committee

On or before October 15 of each academic year, members of the WCCCPA faculty are to be elected by the Association membership to serve on the College promotions committee. Faculty membership on this committee shall not exceed the number equal to one *(1)* member representing each division, one *(1)* member representing Student Services, and/or one *(1)* member representing Learning Resources. There may not be more than one *(1)* faculty member from any one division or department on the committee. In addition, the administrative membership on this committee shall include the Vice-President/Academic Affairs and Student Services and two *(2)* deans appointed by the college President. A committee chairperson shall be elected by a vote of the members of the committee. Should an administrative position be vacant, the College President shall appoint a replacement.

Preparation of Candidate Promotion Materials

Assistance:
The candidate is encouraged to seek the assistance of their dean in the preparation of the materials packet.

Submission:
Each candidate must submit their promotion materials packet to the committee chair on or before January 15. The material will remain the committee's possession until the official Board of Trustees action has taken place.

Committee Deliberation

Review of Materials:
All members of the committee must read all candidates' promotion packets and take appropriate notes. All candidates' promotion packets will be kept in the library in a confidential reserve status.

Meeting with Candidates

All candidates will be invited to meet with the committee to discuss promotion qualifications for promotion and to respond to questions the committee may have. These meetings will occur before any promotion decisions are made by the committee.

Development of Recommendations

The committee will review the completed evaluation form for each candidate and vote for recommendation or non-recommendation in each of the four *(4)* criteria categories: 1) effective teaching; 2) academic preparation and development; 3) professional growth; and 4) college/community service. Each area will be evaluated on a point system as follows:

1) **Effective Teaching**...maximum of 40 points; minimum average score of 20 points required for consideration.

2) **Academic Preparation**...maximum of 15 points; minimum average score of 8 points required for consideration.

Development of Recommendations…*(Cont'd.)*

3) **Professional Growth...** maximum of 15 points; minimum average score of 8 points required for consideration.

4) **College/Community Service…** maximum of 30 points; minimum average score of 15 points required for consideration.

The highest possible overall average score is 100 points, and a minimum overall average score of 75 points is required for consideration by the committee. A candidate must be recommended in all four *(4)* categories in order to be recommended for promotion. The overall strength of the applicant as shown by the promotion materials packet will ultimately determine the recommendation for promotion. The committee may recommend a maximum of five *(5)* candidates to the President.

Notification of Candidates of Recommendation Status

When the committee has completed all recommendation decisions, each candidate will be notified in writing by the committee as to whether he/she is being recommended to the President for promotion. The reason or reasons for non-promotion, as well as noted strengths, will be stated in the letter. At the same time, each candidate not recommended will be invited to meet with the committee to discuss the reasons for non-promotion.

Recommendations to the President

On or before March 1, the committee will forward to the President a list of candidates recommended for promotion. The committee may recommend a maximum of five *(5)* candidates each year. The President will review the committee recommendations and forward them to the Board of Trustees with his/her recommendations attached. The Board of Trustees shall then make its determination for promotion on or before May 15. The President will then notify each recommended candidate in writing as to whether or not promotion was approved by the Board of Trustees.

WESTMORELAND COUNTY COMMUNITY COLLEGE

AUTHORIZATION FORM

"Exhibit E"

I hereby authorize Westmoreland County Community College to deduct Professional Association dues *(local, state*, *and national* and PACE contributions) from my periodic pay checks. Such deduction shall be made over either a 9-month or a 12-month pay schedule – whichever is elected by the employee.

This authorization shall remain in effect unless cancelled in writing fifteen *(15)* days prior to the expiration of the Agreement.

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EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT

This **EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT** ("Agreement") is made this 8th day of May, 2017, by and between **WESTMORELAND COUNTY COMMUNITY COLLEGE** (the "College") and the **WESTMORELAND COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION** (the "Association").

WITNESSETH:

WHEREAS, the College and the Association are parties to a Collective Bargaining Agreement for the term July 1, 2015 through June 30, 2018 (the "CBA"); and

WHEREAS, the College and the Association wish to extend the term of the current CBA through June 30, 2019 based upon the terms of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The College will provide a two (2%) percent pay increase, as specified in paragraph 2 below, to employees covered by the CBA for the 2018-2019 year in exchange for the Association's agreement to extend the CBA for one (1) additional year. No other pay or fringe benefit increases contained within this extension. Except as modified or amended below, the remaining terms of the CBA including all other pay and benefit provisions of the CBA specified for the 2017-2018 year shall apply to the 2018-2019 year. The terms and conditions of employment expressed in the CBA shall remain in full force and effect through June 30, 2019 with the following amendments and modifications:

    a. **Article XXX – Fringe Benefits, F. Organizational Membership** shall be amended to include: "$6,000 2018-2019 Academic Year".

    b. **Article XXX – Fringe Benefits, G. Tuition Reimbursement** shall be amended to include: "$34,000 2018-2019 Academic Year".

    c. **Article XXXI – Term of Agreement** shall be modified in full to read as follows: "This agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2015 to and including June 30, 2019, and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2019 of its desire to modify or terminate this agreement."

    d. **Exhibit A - 9-Month Faculty Salary Schedule, A. Current Faculty 1.** shall be modified in full to read as follows: "For 2015-16, the first year of this agreement all faculty members will remain on the same salary step as in 2014-15 and will receive a one-time payment of five hundred dollars ($500.00) which will not be added to their salary. For the second, third and fourth years of this agreement 2016-17, 2017-18, and 2018-19 respectively, all faculty members will move across and down to the next highest level on the salary schedule until reaching the maximum salary level. Faculty members at the maximum level will move across to the same level."

    e. **Exhibit A - 9-Month Faculty Salary Schedule**, the **FACULTY SALARY SCHEDULE** shall be modified in full to read as specified on Exhibit 1 which is attached hereto and made a part hereof.

    f. **Exhibit A-1 - Professional Pay Rates A. Current Professionals** shall be amended to include: "1. d) **Effective July 1, 2018** Each unit member will receive a two percent (2.0%) per hour increase in their straight-time hourly rate."

g. **Exhibit A-1 Professional Pay Rates B. New Professionals, 2. Placement, e) Starting Rates:** shall be amended to include:

2018-2019

$15.02

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed on the date above written.

WESTMORELAND COUNTY COMMUNITY COLLEGE

By: _____
Chairman

_____
President

_____
Negotiator

WESTMORELAND COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION/ PAHE/NFA, PSEA/NEA

By: _____
President

_____

_____

_____

_____

_____

ATTEST:

_____

_____

_____ Date Signed: May 8, 2017

EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT

This **EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT** ("Agreement") is made this 29th day of May 2019, by and between **WESTMORELAND COUNTY COMMUNITY COLLEGE** (the "College") and the **WESTMORELAND COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION** (the "Association").

WITNESSETH:

WHEREAS, the College and the Association are parties to a Collective Bargaining Agreement for the term July 1, 2015 through June 30, 2018; and

WHEREAS, the College and the Association extended the term of the aforementioned Collective Bargaining Agreement through June 30, 2019 pursuant to an Extension, Modification and Amendment Agreement dated May 8, 2017 (hereinafter the Collective Bargaining Agreement and the Extension, Modification and Amendment Agreement are collectively referred to as the "CBA"): and

WHEREAS, the College and the Association wish to extend the term of the CBA through June 30, 2022 based upon the terms of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The College will provide a two (2%) percent pay increase per year, as specified in paragraph 2 below, to employees covered by the CBA for the 2019-2020, 2020-2021 and 2021-2022 years in exchange for the Association's agreement to extend the CBA for three (3) additional years. No other pay or fringe benefit increases are contained within this extension. Except as modified or amended below, the remaining terms of the CBA including all other pay and benefit provisions of the CBA specified for the 2017-2018 year shall remain in full force and effect for the three (3) year extension period. Notwithstanding the foregoing, the parties agree to change the past practice of the pay period which is determinative of employees' paychecks in accordance with Exhibit 1 attached hereto and made a part hereof and to adjust the pay of the effected employees accordingly during the 2019-2020 fiscal year.

2. The terms and conditions of employment expressed in the CBA shall remain in full force and effect through June 30, 2022 with the following amendments and modifications:

   a. **Article XXX – Fringe Benefits, F. Organizational Membership** shall be amended to include:
      "$6,000 2019-2020 Academic Year"
      "$6,000 2020-2021 Academic Year"
      "$6,000 2021-2022 Academic Year"

   b. **Article XXX – Fringe Benefits, G. Tuition Reimbursement** shall be amended to include:
      "$34,000 2019-2020 Academic Year"
      "$34,000 2020-2021 Academic Year"
      "$34,000 2021-2022 Academic Year"

   c. **Article XXXI – Term of Agreement** shall be modified in full to read as follows: "This agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2015 to and including June 30, 2022, and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2022 of its desire to modify or terminate this agreement."

   d. **Exhibit A - 9-Month Faculty Salary Schedule, A. Current Faculty 1.** shall be modified in full to read as follows: "For 2015-16, the first year of this agreement all faculty members will remain on the same salary step as in 2014-15 and will receive a one-time payment of five hundred dollars ($500.00) which will not be added to their salary. For the second through seventh years of this agreement 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 respectively, all faculty members will move across and down to the next highest level on the salary schedule until reaching

the maximum salary level. Faculty members at the maximum level will move across to the same level."

e. **Exhibit A - 9-Month Faculty Salary Schedule**, the **FACULTY SALARY SCHEDULE** shall be modified in full to read as specified on Exhibit 2 which is attached hereto and made a part hereof.

f. **Exhibit A-1 - Professional Pay Rates A. Current Professionals** shall be amended to include: "1. e) **Effective July 1, 2019** Each unit member will receive a two percent (2.0%) per hour increase in their straight-time hourly rate and, after this adjustment, an additional $1.50 will be added to the straight time hourly rate; f) **Effective July 1, 2020** Each unit member will receive a two percent (2.0%) per hour increase in their straight-time hourly rate and, after this adjustment, an additional $.75 will be added to the straight time hourly rate; g) **Effective July 1, 2021** Each unit member will receive a two percent (2.0%) per hour increase in their straight-time hourly rate and, after this adjustment, an additional $.75 will be added to the straight time hourly rate.

g. **Exhibit A-1 Professional Pay Rates B. New Professionals, 2. Placement, e) Starting Rates:** shall be amended to include: **2019-2020** $15.32; **2020-2021** $15.63; and **2021-2022** $15.94.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed on the date above written.

WESTMORELAND COUNTY COMMUNITY COLLEGE

By: _____
Board of Trustees Chair

_____
President

_____
Negotiator

WESTMORELAND COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION/ PAHE/NFA, PSEA/NEA

By: _____
President

_____

_____

_____

_____

ATTEST:

_____

_____

_____

Date Signed: June 5, 2019

EXHIBIT 1

Professional Association
Method To Place All Employees On Same Pay Cycle

The current payroll practice at the College is for all full-time employees to be paid-to-date each payday while regular part-time and casual part-time employees are paid for the two-week pay period prior to the pay period in which the payday falls. The College is implementing a new Enterprise Resource Planning ("ERP") system during the 2019-20 year. This system requires all employees to be paid in the manner in which regular part-time and casual part-time employees are currently paid ("two weeks in arrears"). There are no ERP systems available which would support the paid-to-date method currently employed for all full-time employees.

The process to place all current Association employees on the same pay cycle will effect Association employees classified as Professionals, Advisors and Counselors who are currently working under a 12-month contract (the "Effected Employees"). This process excludes all teaching Faculty, Librarians and Counselors on a 9-month contract. All Professionals, Advisors and Counselors hired under a 12-month contract after June 30, 2019 will be placed on a two weeks in arrears pay cycle.

The College will begin the process to place Effected Employees on the same pay cycle as regular and casual part-time employees on the July 12, 2019 payday. In order to implement the change, the base annual gross pay of Effected Employees on July 12, 2019 and on all paydays for the 2019-20 fiscal year ending on June 30, 2020 (26 paydays total) will be reduced by 1/26 of a pay calculated on base annual gross wages.

After these 26 pays, all College employees will be on the same pay cycle. As a result, the July 10, 2020 pay will be based on the two-week pay period of June 14 through June 27, 2020. This will be the first pay check moving forward which will not reflect the 1/26 pay deduction.

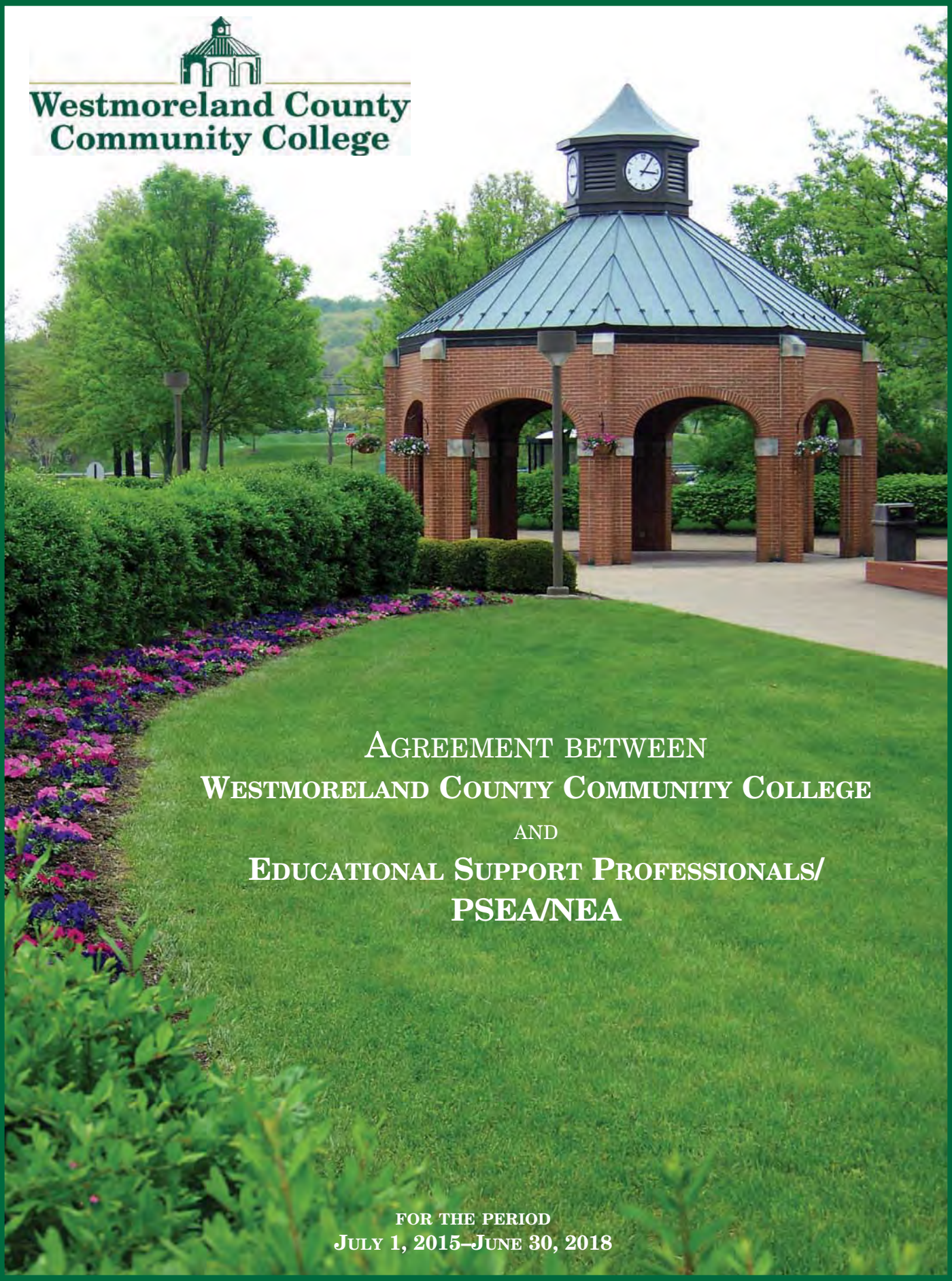
In consideration of Effected Employees pay being reduced by 1/26 of a pay during the 2019-20 fiscal year, these employees will be paid a one-time lump sum payment equal to 1.85% of their base annual gross 2019-20 pay in their July 12, 2019 paycheck.

EXHIBIT A

Level	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
1	49,429	50,048	50,958	51,977	52,237	52,498	52,760
2	49,736	50,355	51,265	52,232	52,754	52,759	53,023
3	50,043	50,662	51,572	52,290	53,193	53,867	53,964
4	50,350	50,969	51,879	52,603	53,251	54,306	55,072
5	50,657	51,276	52,186	52,917	53,564	54,364	55,511
6	51,157	51,583	52,493	53,230	53,878	54,677	55,569
7	51,657	52,083	52,800	53,543	54,191	54,991	55,882
8	52,157	52,583	53,300	53,856	54,504	55,304	56,196
9	52,657	53,083	53,800	54,366	54,817	55,617	56,509
10	53,157	53,583	54,300	54,876	55,327	55,930	56,822
11	53,657	54,083	54,800	55,386	55,837	56,440	57,135
12	55,808	54,583	55,300	55,896	56,347	56,950	57,645
13	57,959	56,734	55,800	56,406	56,857	57,460	58,155
14	60,110	58,885	57,951	56,916	57,367	57,970	58,665
15	62,261	61,036	60,102	59,110	57,877	58,480	59,175
16	64,412	63,187	62,253	61,304	60,071	58,990	59,685
17	66,563	65,338	64,404	63,498	62,265	61,184	60,195
18	68,714	67,489	66,555	65,692	64,459	63,378	62,389
19	70,465	69,640	68,706	67,886	66,653	65,572	64,583
20	71,965	71,391	70,857	70,080	68,847	67,766	66,777
21	73,465	72,891	72,608	72,274	71,041	69,960	68,971
22	74,965	74,391	74,108	74,060	73,235	72,154	71,165
23	76,465	75,891	75,608	75,590	74,925	74,348	73,359
24	77,965	77,391	77,108	77,120	76,359	75,927	75,553
25	79,465	79,965	80,465	80,800	81,377	82,045	82,767

Appendix 2-E – ESP/PSEA/NEA Bargaining Unit Agreement

Westmoreland County Community College



Agreement between Westmoreland County Community College and Educational Support Professionals/ PSEA/NEA

for the period
July 1, 2015–June 30, 2018

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SECTION I

Full-Time Employees

PREAMBLE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the College and the Association are injurious to the public, and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The College and the Association agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations and establishing procedures to provide for the protection of the rights of the College, and its employees, and to insure to the public orderly and uninterrupted services.

ARTICLE I
RECOGNITION

A. Westmoreland County Community College situated in the County of Westmoreland and Commonwealth of Pennsylvania, maintaining its principle office at 145 Pavilion Lane, Youngwood, Pennsylvania, hereinafter referred to as the "College", pursuant to Section 606 of the Public Employee Relations Act Number 195, and in accordance with certification by the Pennsylvania Labor Relations Board, Case Number PERA-R-6713-W, as amended by PERA-R-93-565-W and PERA-U-97-131-W hereby recognizes the Westmoreland County Community College Educational Support Professionals/PSEA/NEA, 944 Old State Route 119, Hunker, PA 15639, hereinafter referred to as the "Association" as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

B. This agreement covers only those employees encompassed within the certification referred to in Section A of this Article. The term employee, when used in this Agreement, refers only to those persons encompassed within the classifications of the certification referred to in Section A of this article. Excluded from the Association's bargaining unit are all supervisors, first-level supervisors, professional employees, confidential employees, management level employees and guards as defined in Act 195.

C. The purpose of this article is to identify positions represented by the Association and those employees covered by the labor agreement.

D. A *full-time employee* is defined herein as an employee who is regularly scheduled for a minimum of thirty-seven and one-half (37.5) hours each week; who has successfully completed his probationary period, as prescribed in this agreement; and who has also been assigned to a bargaining unit position.

E. A *probationary employee* is defined herein as any employee who is hired by the College to fill a bargaining unit position on a full-time basis and who is in the process of completing the probationary period, as prescribed in this agreement.

F. A *regular part-time employee* is defined herein as an employee who fills a position that is regularly scheduled a minimum of five hundred (500) but no more than one thousand *(1,000)* hours per year. Specifically excluded from coverage are employees who are "casual" employees as defined by Act 195. The only wages, hours, terms, and conditions of employment of this agreement that apply to regular part-time employees are those expressly stated in Section II of this agreement. No other terms or conditions of this agreement shall apply to regular part-time employees. The College reserves all rights not specifically surrendered in Section II of this agreement, whether or not such rights have been exercised in the past.

G. Temporary employees are excluded from coverage under this agreement. A *temporary employee* is defined herein as any person hired as a replacement for a full-time employee on sick leave or other approved leave of absence and who is expected to return to employment, or someone hired for a specific non-recurring task for a fixed period of time. The College agrees to notify the Association when a temporary employee is hired, including the position and department in which the temporary employee will be working in.

H. Employees who work less than 500 hours per fiscal year, are not a regular part-time employee, are not covered by this labor agreement, but may be utilized by the College.

I. *Fiscal Year* is defined as the period from July 1st to June 30th.

J. *Spouse* – As evidenced by a certificate of marriage under applicable state law at the time and location that the marriage was entered into.

K. *Grant Employees* – Employees hired to fill positions that are grant funded, who have no expectation of continued employment, and are employed only as long as grant funds are available. Grant funded employees shall be entitled to all rights as stated in this Agreement, except for those grant employees who are hired from outside of the College as of July 1, 2015 and thereafter will not have the right to bump a less senior employee should grant funds no longer be available.

ARTICLE II
NON-DISCRIMINATION

A. Both the Westmoreland County Community College and the Association will not discriminate in its educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership, any other legally protected classification or the proper exercise by an Association member of his rights guaranteed by the Pennsylvania Public Employer Relations Act Number 195. This is in accordance with the state law including the Pennsylvania Human Relations Act and with federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1990.

B. Unless otherwise provided here, the masculine pronoun shall import the feminine; the singular shall import the plural and vice versa, as applicable.

ARTICLE III
NO STRIKES OR LOCKOUTS

A. For the duration of this agreement or any extension thereof, the Association, its officers, representatives and members shall not authorize, ratify, or condone nor shall any employee take part in any strike (as that term is defined in Act 195). Failure or refusal on the part of any employee to comply with any provision in this section shall be cause for disciplinary action including suspension and/or discharge.

B. In consideration of this no-strike pledge by the Association and employees, the College shall not lockout employees for the duration of this agreement or any extension thereof.

ARTICLE IV
MANAGEMENT RIGHTS

Except as expressly limited by the Community College Act, other relevant statutes and codes, home rule charters or provisions of this agreement, the College shall have and retain, solely and exclusively, all other managerial responsibilities which shall include, but not be limited to, the right to determine the policies of the College; to establish, amend or modify an overall budget; to establish, change, combine or abolish job classifications; to reprimand, suspend, discharge for cause or otherwise relieve employees from duty; to hire, promote, demote, layoff and recall employees to work; to determine the number and types of employees required; and to assign work to such employees and direct the work force, except as expressly modified or restricted by a specific provision of this agreement.

ARTICLE V
ASSOCIATION SECURITY AND DUES CHECKOFF

A. Any employee who, on the effective date of this agreement, has joined the Association or who joins the Association in the future, must remain a member for the duration of this agreement with the provision that any such employee may resign from the Association during a period of fifteen *(15)* days prior to the expiration date of this agreement.

B. The College agrees to deduct regular initiation fees and monthly dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the College by the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association within fifteen *(15)* days after the last pay period of each month.

C. The Association shall indemnify and hold the College harmless against any and all claims, suits, orders or judgments brought or issued against the College as a result of any action arising out of the College's obligation to deduct and transmit dues as defined in section B of this article.

D. Fair Share

During the current contract period -- July 1, 2015 through June 30, 2018 -- upon certification by the Association that eighty-five percent *(85%)* of those eligible are members of the Association, fair share will be granted on July 1 following such certification.

ARTICLE VI
ASSOCIATION VISITATION - BULLETIN BOARDS

A. The representatives of the Association are permitted to enter the college premises during working hours, with the provision that at no such time shall such visitation rights interfere with the work requirements of any employee or the operational requirements of his department or the College.

B. The Association may post notices, pamphlets and memoranda on bulletin boards in areas so designated by the College, provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene, or defamatory of the College or its representatives or to any individual.

ARTICLE VII
HOURS OF WORK

A. The College shall retain the sole and exclusive right to determine work schedules. Employees must be notified of any changes in said work schedule a minimum of ten *(10)* working days in advance, unless they agree to a lesser time. It is understood and agreed that work schedules shall not be altered to circumvent the payment of overtime.

B. The work week shall consist of five *(5)* consecutive work days in a pre-established work schedule. The work day shall consist of any twenty-four *(24)* hour period in a pre-established work schedule. All employees covered herein shall be entitled to a fifteen *(15)* minute rest break during each half *(1/2)* of the work day. Any deviation in the schedule must be mutually agreed upon by the College and the employee.

The work week, work day, and non-paid meal break for employees covered herein is as follows:

Employee Classification	Work Hours per Week	Work Hours per Day	Unpaid Meal Break
Custodians	**40.0**	**8.0**	**0.5 hour**
Maintenance	**40.0**	**8.0**	**0.5 hour**
Technicians	**40.0**	**8.0**	**1.0 hour**
All other employees covered herein except custodial, maintenance, and technicians	**37.5**	**7.5**	**0.5 hour**

A request for altering the meal break and work day by one-half (1/2) hour should be presented to the employee's supervisor for approval at least five (5) days in advance of the day in question, unless the supervisor and the employee agree to a lesser time.

The present hours of work for employees covered under this agreement shall be maintained throughout the life of this agreement.

C. A bargaining unit member will not be required to work on Sunday as part of their pre-established regular work schedule.

ARTICLE VIII
OVERTIME

A. All employees covered herein shall receive one and one-half *(1-1/2)* times their regular hourly rate of pay for all hours worked in excess of forty *(40)* hours in any pre-established work week as defined in Article VII hereof. There shall be no duplication or pyramiding of overtime or any premium pay provided for under the provisions of this agreement for the same hours worked.

B. The College retains the sole discretion to determine the need for overtime; and when the need for overtime arises, the immediate supervisor shall assign overtime to qualified full-time employees within the department on the basis of their status on the overtime seniority list. Assignments from said list shall be rotated in descending order of seniority on the list. Once an employee is offered overtime, he will not be offered another overtime assignment until all qualified employees on said list below him in seniority have been afforded the opportunity to work overtime. Any employee on said list who is not available at the time the overtime work arises, or who declines an offer of overtime work, shall be credited for the assignment solely for purposes of the rotation. The immediate supervisor shall be responsible for maintaining said overtime list and shall indicate the employees eligible for any overtime assignments.

C. When a situation occurs within the college that imposes an emergency, it is agreed that any employee shall be assigned to the abatement of that emergency, regardless of whether the work is overtime or not, without violating this agreement.

D. Overtime shall be voluntary except when overtime arises because the job must be completed that day, or because of an emergency situation that reasonably necessitates the working of such overtime. In the event no employee volunteers for overtime situations, the College shall have the right to assign such overtime to the least senior qualified employee within the classification needed.

E. Sick leave, holiday, and vacation time shall be counted as time worked in the computation of overtime.

ARTICLE IX
SENIORITY

A. For the purposes of this agreement, the term "seniority" shall mean a preferred position for specific purposes which one *(1)* employee within the bargaining unit may have over another employee because of a greater length of continuous service from his most recent date of placement on the payroll with the College.

B. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and rights to seniority shall cease upon the following:

   1. Voluntary termination of his employment.

   2. Discharge for just cause.

   3. When recalled after layoff, upon his failure to return to work within a period of five (5) work days after employee has received notification by certified mail to so return, provided, however, if the employee notifies the College by certified mail within the said time that he is not immediately available for work but wishes to remain on the seniority list, he should be retained on such list for a period of one *(1)* week, subject to an extension provided valid reason is given to the College.

   4. Acceptance of other employment while on authorized leave.

   5. Layoff in excess of twenty-four (24) months.

   6. Failure to report to work in excess of three *(3)* days for any reason, excluding those designated in section E below.

C. When an employee whose continuous service has been broken by any of the causes listed in section B above and is re-employed subsequent thereto, he shall begin as a new employee of the College.

D. Newly hired full-time employees shall be regarded as probationary employees for the first sixty *(60)* working days of their employment and shall not be entitled to seniority during that period. Upon successful completion of this period of sixty *(60)* working days, the seniority of such employees shall be effective as of their most recent date of placement on the payroll.

E. Absence due to sickness for which the employee receives sick pay, or workers' compensation, or other approved leave of absence shall not constitute an interruption of continuous service.

F. The College shall furnish the Association with an updated seniority list of the bargaining unit employees, as defined in Article I hereof, on September 1 of each year; and shall update such list as necessary.

G. The seniority of employees who are hired on the same day shall be determined by the drawing of lots.

ARTICLE X
VACANCIES

A. The promotion of an employee shall be recognition of the employee's competence to perform work with a higher skill level and shall be based upon his actual assignment to a position of increased difficulty and responsibility.

B. Posting Vacancies

A vacancy shall be defined as a position from which an incumbent has left. Within twenty *(20)* working days of the occurrence of a vacancy, the College will post or abolish the position. If the College decides to abolish the position, it shall notify the President of the Association in writing. If the position is not abolished, the College will post the notification of the vacancy for a period not to exceed ten *(10)* working days. The College reserves the exclusive right to fill or not fill all vacancies. Employees who wish to apply for the vacancy shall so indicate in writing.

C. Filling of Vacancies

1. Any employee who is within the bargaining unit, as defined in Article I hereof, will be afforded an opportunity to apply for the vacancy provided he/she possesses the necessary qualifications, skills and ability. All applicants will be required to complete testing requirements for the position for which they are applying. Applicants shall not be required to complete testing requirements when he/she has applied for a lateral vacancy and completed the same testing for their previous position.

2. The College reserves the exclusive right to determine who shall be awarded any vacancy. However, current employees who are relatively equal in qualifications will be given due consideration in filling a vacancy in order of greatest seniority. In the event a vacancy is not filled from within the Association, as defined in Article I hereof, the College may fill the vacancy from outside the Association.

3. It is understood and agreed that all employees who fill a vacancy shall be subject to a twenty *(20)* work day trial period in which the employee must demonstrate that he possesses the requisite skills and ability to perform the duties and responsibilities of the position. In the event the employee does not qualify within said twenty *(20)* work day period, he shall be permitted to return to his former job without loss of seniority. An employee may, within said twenty *(20)* work days, voluntarily return to his former job without a loss of seniority. Further, the College may discontinue the trial period within ten *(10)* work days for any employee it deems not qualified to fill said vacancy. The Association reserves the right to grieve the discontinuance of a trial period.

4. The College agrees to notify bargaining unit members who have applied for an opening the disposition of their application immediately upon the appointment of the successful applicant.

ARTICLE XI
TEMPORARY TRANSFERS

A. An employee may be required to perform any and all temporarily assigned duties, regardless of his usual or customary duties or job assignment.

B. A temporary assignment shall not exceed twenty *(20)* working days except by mutual consent of the College and the employee.

C. An employee may be temporarily transferred to another job classification for the following reasons:

1. To fill a vacancy caused by an employee being on sick or other approved leave of absence;

2. To provide vacation relief scheduling; or

3. To fill an opening temporarily pending regular filling of such opening.

D. An employee shall be paid as follows for the temporary transfer:

1. If the rate of pay for such other classification is lower than his regular rate, he shall receive the higher rate of pay**.**

2. If the rate of pay for such other classification is higher than his regular rate, he shall receive the higher rate of pay.

ARTICLE XII
LAYOFF

A. Whenever it is necessary to reduce the working force of the College, employees shall be given a minimum of two *(2)* weeks' advanced written notification of layoff indicating the reasons for such action.

B. If the experience, skill and ability of two *(2)* or more employees having the same classification are substantially equal, layoffs shall be in the inverse order of seniority. All temporary, casual and regular part-time employees in this respective order shall be separated first.

C. Employees shall be recalled on the basis of seniority to positions for which they are qualified.

D. In all cases of layoff or the abolition of a position, an affected employee has the right to exercise his seniority and bump a less senior employee who is the least senior employee within his own or lower-rated classification, provided he has the qualifications, skills, and ability to do the job.

E. In the event an employee's position is abolished and the employee is laid off, said employee shall be retained on a recall list for a period of two *(2)* years. The College agrees to mail a vacancy announcement to any employee who is qualified to fill such vacancy in accordance with the requirements of Article X hereof.

F. In the event an employee is laid off, he may, upon request, receive payment for earned, but unused, vacation as quickly as possible, but not later than thirty *(30)* days after layoff.

ARTICLE XIII
PERSONNEL FILES

A. The College shall maintain one *(1)* official personnel file for each employee. There shall also be a separate pre-employment file which shall be confidential and shall only contain letters of reference, recommendations, or any materials secured in the hiring process. Subsequent to hiring, no adverse personnel action shall be taken against any employee on the basis of said pre-employment data, unless the employee falsely represented information contained in said pre-employment data.

B. Individual personnel files shall be confidential. However, an employee shall have the right to make such additions or responses to the material contained in his official personnel file as he shall deem necessary; but he shall have no right to remove material from the file.

C. An employee shall have access to his official personnel file during regular working hours provided there shall be no interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the employee.

D. The Association shall have access to the official personnel file of an employee at reasonable times during regular office hours, after having given reasonable notice and provided it first shall have obtained the express written approval of that employee.

E. If the official personnel file or any of its contents is duly subpoenaed in accordance with law, the employee shall be notified immediately.

F. Letters of warning shall not be in effect after six *(6)* months from the date of issuance for the purpose of progressive disciplinary procedure; however, this provision shall not apply in disciplinary suspensions.

ARTICLE XIV
CALL-IN PAY

An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four *(4)* hours of work at one and one half *(1-1/2)* times his regular rate of pay.

ARTICLE XV
HOLIDAYS

A. The following holidays will be observed as paid holidays:

1) **Martin Luther King, Jr. Day**
2) **The day before Good Friday**
3) **Good Friday**
4) **Memorial Day**
5) **Independence Day**
6) **Labor Day**
7) **The day before Thanksgiving Day**
8) **Thanksgiving Day**
9) **The day after Thanksgiving Day**
10) **Winter Break – Any regularly scheduled work days starting December 24 through and including January 1.**

B. A full-time employee required to work on any of the holidays specified in Section A will receive one and one-half *(1-1/2)* times his straight rate of pay plus holiday pay at straight time or two and one-half *(2-1/2)* times his normal rate of pay for all such hours worked. The full-time employee shall not receive holiday time-off at a later date.

C. When one of the holidays specified in Section A is observed during an employee's vacation, he shall be entitled to one *(1)* additional day off, to be selected by agreement of the College and the employee.

D. Monday shall be recognized as a holiday for all holidays occurring on Sunday, and Friday shall be recognized as a holiday for all holidays occurring on Saturday; except for those days which have been identified as Winter Break.

ARTICLE XVI
VACATIONS

A. Each fiscal year, full-time employees covered by this agreement shall be entitled to an annual vacation with pay according to the following schedule:

Years of Service	Days Earned per Month	Days per Fiscal Year
less than 2 years	0.83	10.00
2 years, but less than 3	0.92	11.00
3 years, but less than 4	1.00	12.00
4 years, but less than 5	1.08	13.00
5 years, but less than 6	1.16	14.00
6 years, but less than 7	1.25	15.00
7 years, but less than 8	1.33	16.00
8 years, but less than 9	1.42	17.00
9 years and over	1.50	18.00

B. Vacation eligibility shall be based upon a fiscal-year basis.

C. Vacation may be taken any time after credited; however, it must be approved by the employee's immediate supervisor prior to the vacation.

D. Bargaining unit members shall be permitted to carry over up to ten *(10)* unused vacation days from one fiscal year to the next.

E. Vacations shall be granted at such times as are determined by the College to be consistent with the provision of full services to the public and in the best interests of the College. Employees shall select their vacation in order of their seniority. Any employee, who selects his vacation period and then seeks to change it, shall only be permitted to select those vacation dates which remain. If an employee is required to work during his scheduled vacation period and is unable to reschedule his vacation during the fiscal year due to the demands of the College, additional carryover may be granted at the discretion of the Director/Human Resources.

F. Any employee called in to work during his vacation shall receive one and one-half *(1-1/2)* times his regular rate of pay and will be given the opportunity to reschedule said vacation day*(s)*.

G. Any employee who voluntarily terminates his employment shall receive his accrued vacation entitlement and pay pertaining thereto.

ARTICLE XVII
LEAVES OF ABSENCE

A. Family and Medical Leave

1. An Association member shall be granted an unpaid family leave for the birth of the employee's child; the adoption of a child by the employee; or the serious health condition of the employee, or the employee's spouse, son, daughter, or parent, up to twelve *(12)* weeks within a 12-month period of time with benefits upon written request, certification by attending physician, and appropriate approvals.

2. Upon returning from Family and Medical Leave an employee has the right to return to the same or equivalent position. If the position has been abolished, the employee will have the right to return to an equivalent position.

3. Upon return from Family and Medical Leave the employee shall retain all seniority and pension rights.

B. Extended Child-Rearing Leave

1. Extension of said leave beyond twelve *(12)* weeks for the purpose of childrearing shall be granted, to a maximum of nine (9) additional months; and shall be without pay or benefit.

2. Unused sick leave may not be used, but shall be carried over until the employee returns.

3. Upon return from childrearing leave, an Association member shall retain all seniority and pension rights that accrued up to the time of the leave, but these rights shall not accrue during the period of the leave.

4. Employees shall have the right to continue applicable fringe benefits during childrearing leave by remitting premiums to the College.

5. Every employee shall have the right to return to the same position they held before going on childrearing leave. If the position has been abolished, the employee shall have the right to return to an equivalent position.

C. Sick Leave

1. Employees covered herein shall be credited each fiscal year with twenty *(20)* days of sick leave. New employees shall earn 1.66 days of sick leave per month up to a maximum of twenty *(20)* days during their first year of employment. However, during their second year of employment and for subsequent years, the employee shall be credited with twenty *(20)* days of sick leave per fiscal year in accordance with this article. Unused sick leave shall have an unlimited accumulation.

2. Proof of illness in the form of a medical certificate may be required for any employee who is absent for three *(3)* or more consecutive work days. Any misrepresentation shall be cause for disciplinary action including suspension or discharge.

3. Any employee who, in the sole opinion of the College, is abusing his sick leave entitlement shall be required to submit to the College a medical certificate for any absence of one *(1)* day or more. The College agrees to notify the Association prior to invoking any action involving such employees.

4. Up to three *(3)* sick days per year may be used for the care of immediate family members. Immediate family is limited to spouses, children and parents of the employee.

D. Work-Related Disability

1. A unit member who sustains a work-related injury must follow the college's procedure for dealing with injury or illness which includes being treated by a physician that is on the college's Worker's Compensation Physicians' Panel.

2. Any employee who sustains a work-related injury, as a result of which he is disabled, shall receive a disability payment which shall be the difference between the moneys to which he may be entitled under workers' compensation, social security, or other applicable disability benefits and his full salary for a period of one *(1)* year or for the duration of his disability, whichever period is shorter. This payment shall be made only for periods during which the employee would have been working. Sick leave, vacation and holiday time, however, shall not accrue during the period of disability payment.

E. Bereavement Leave

1. When an employee is absent from duty because of a death in his family, there shall be no deduction in wages or benefits for any absence not in excess of the following:

5 Days	4 Days	2 Days	1 Day
• spouse • child	• parent • brother • sister • son-in-law • daughter-in-law • parent-in-law • grandchild	• grandparent • brother-in-law • sister-in-law • uncle • aunt	• niece • nephew

2. The College may grant an exception of bereavement leave as defined in section E.1 above.

F. Jury Duty

An employee called for jury duty or subpoenaed to appear in court as a Commonwealth witness will be granted a leave of absence and paid the difference between his daily rate and monies received from the court except mileage reimbursement. Evidence in the form of a subpoena or official notification from court shall be presented to the Director/Human Resources or his designee as far in advance as possible. The employee is expected to report for regular duties when attendance at court is not required.

G. Military Leave

1. Employees who are members of Reserve components of the Armed Forces are entitled to leave with pay on all working days not exceeding fifteen *(15)* days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

2. Employees who are members of the Pennsylvania National Guard are entitled to leave with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or in authorized field training, consistent with the Military Code of 1949.

H. Personal Days

1. Each unit member shall be entitled to two (2) personal days per year for personal reasons, which may accumulate up to a maximum of five (5) days.

2. Unused personal days may carry over to sick-leave accumulations.

I. Miscellaneous Leave Without Pay

Employees may be granted leave without pay or benefit at the sole discretion of the administration for any reason and period of time in excess of five (5) days that may be authorized by the administration. The administration shall act on requests for leave within twenty (20) days of submission and if denied, shall state the reasons in writing. During said unpaid leave, the employee, at his sole expense, may maintain his applicable fringe benefits.

J. Bonus Day

Employees attaining their tenth *(10th)* year of continuous service with the College shall be granted a bonus of one *(1)* day's paid leave. Bonus days shall be granted in 5-year increments beginning with College recognition of the tenth *(10th)* year of continuous service and granted on the employee's anniversary date**.** Bonus days will be added to the employee's vacation accrual and treated in accordance with Sections C-E, Article XVI hereof.

ARTICLE XVIII
ASSOCIATION

Two *(2)* Association delegates shall be granted a leave without pay, not to exceed one *(1)* week, per annum, for purposes of attending the authorized union convention.

ARTICLE XIX
WAGES - BENEFITS

A. The wages applicable to employees covered herein are fully set forth in Appendix A and attached hereto and made a part hereof.

B. The College will continue to pay any and all insurance premiums currently being paid by the College on the effective date of this agreement.

C. The Board reserves the exclusive right to determine what carrier shall be contracted under this agreement.

D. Fringe benefits provided during the life of this agreement are listed below.

1. Insurance/Group Health Coverage

(a) The College shall maintain for all bargaining unit members life insurance in the amount of three *(3)* times the individual's annualized hourly rate of pay, rounded to the nearest $1,000.

(b) The College shall maintain for all bargaining unit members long-term disability insurance. Members are eligible after twelve *(12)* months of continuous employment, and benefits will be paid monthly in arrears after 180 days of disability.

(c) The College shall offer for all bargaining unit members and their eligible dependents an equivalent or better Healthcare plan that was provided in the 2011-2012 fiscal year. Should such plan become unavailable, the College and the Association shall collaboratively select a substantially similar plan.

Bargaining unit members shall pay a portion of their health insurance cost by contributing a co-premium amount as determined by a percentage of their total wages and their selected type of coverage. Total payments made by members is calculated by multiplying the member's total wages by the percentage rates below. These rates are established for the duration of this agreement.

Single	1.12%
Employee/Spouse; Member and Children	1.74%
Family (Employee, Spouse, Children)	2.36%

(d) The College shall offer for all bargaining unit members and their eligible dependents covered under this agreement, a prescription drug benefit.

(e) The College shall maintain for all bargaining unit members and their eligible dependents covered under this agreement, a vision care benefit.

(f) The College shall maintain for all bargaining unit members and their eligible dependents covered under this agreement, basic dental insurance coverage.

(g) The Association will participate as a member of the WCCC Healthcare Monitoring Committee.

(h) Spouse: as evidenced by a certificate of marriage under applicable state law at the time and location that the marriage was entered into.

2. Retirement benefits under one *(1)* of the following three *(3)* programs:

   (a) **SERS** – As of July 1, 2015 SERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the College.

   (b) **PSERS** – As of July 1, 2015 PSERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the College.

   (c) **TIAA-CREF** – The College shall provide a percentage contribution of the total salary of each bargaining unit member participating in the TIAA-CREF retirement program according to the following:

Fiscal Year	% of Contribution
2015-16	10.00
2016-17	10.00
2017-18	10.00

3. Educational Benefits

(a) **Tuition Reimbursement**: Any full-time employee covered under this agreement shall be reimbursed for tuition costs at a four (4) year college after successfully completing the course requirements subject to the following provisions:

(1) An employee must be employed for one *(1)* full year.

(2) An employee must possess an associate degree or have completed sixty *(60)* college credits.

(3) Individual reimbursement will be limited to one *(1)* course per semester.

(4) An employee must earn a grade of ”C" or better.

(5) Course*(s)* must be work-related or course*(s)* must be part of a program major that relates to positions which may be available at the College.

(6) There will be no reimbursement for courses taken at a four-year college which could have been taken at WCCC and transferred to the four-year college.

(7) The Director/Human Resources will be advised as to the nature of the courses and the institutions. The Association and the College shall mutually agree upon procedure for administering these funds.

(8) Total reimbursement for all bargaining unit members is not to exceed the following per fiscal year:

Fiscal Year	Total Reimbursement
2015-16	$14,400
2016-17	$14,400
2017-18	$14,400

(b) **Tuition Waiver**:

All full-time Association members, their spouses, and dependents as defined by the Internal Revenue Service shall be permitted to take courses at the College without tuition charge. In the event an Association member dies, retires, or is disabled, this privilege is continued for a period not to exceed five *(5)* years. In addition, the College will waive the application fee, the student services fee, and the technology fee.

(c) Full-time employees covered under this agreement and their immediate family shall be entitled to use any and all of the College's recreational facilities as per College policy, free of charge.

(d) A full-time employee covered under this agreement shall be eligible to take classes during his normal work schedule provided the course is related to the requirements of his classification and provided it is approved by the President or his designee.

4. Sick Leave Bank

Full-time employees covered under this agreement shall have the right to join and participate in the Sick Leave Bank, subject to the following provisions:

(a) Initially, each employee shall transfer two *(2)* of his earned sick days to the Sick Leave Bank. The College agrees to match two *(2)* days for every two *(2)* days placed in the bank by the employees covered under this agreement.

(b) Only employees who contribute to the Sick Leave Bank shall be permitted to participate in the program upon expiration of all paid leaves available to said employees.

(c) All days released to the Sick Leave Bank shall be accumulative year to year and may not be withdrawn by the employee except as noted in item b above.

(d) The Sick Leave Bank Committee shall prepare guidelines and be responsible for disbursement of said Sick Leave Bank days to eligible employees.

(e) The Sick Leave Bank Committee shall take every precaution to insure that sick leave and Sick Leave Bank guidelines are adhered to by the participants of the program.

(f) Employees' sick leave records kept by the Sick Leave Bank Committee shall be open to inspection by the College, and records of the Sick Leave Bank kept by the College shall be open to inspection by the Sick Leave Bank Committee.

(g) A committee known as the Sick Leave Bank Committee, composed of three *(3)* members appointed by the Association and two *(2)* members appointed by the College shall be the administrative body charged with the responsibility of approving all requests for use of the Sick Leave Bank, maintaining appropriate records, providing for replenishment, and coordinating the overall program with the Director/Human Resources.

(h) The Sick Leave Bank Committee will grant Sick Leave Bank days within the parameters contained within the Sick Leave Bank guidelines. The Sick Leave Bank days are granted in accordance with state and federal disability laws and regulations regarding administration of paid disability leave.

(i) No application for Sick Leave Bank days shall be considered by the Sick Leave Bank Committee when the employee has not used up all his accumulated paid leaves available.

(j) The Sick Leave Bank Committee requires employees seeking use of the Sick Leave Bank to submit a completed Request-For-Use form along with a completed Physician's Statement. These completed forms must be submitted to the Sick Leave Bank Committee through its chairperson. Forms will be provided and can be obtained from any member of the committee.

ARTICLE XX
JUST CAUSE

No employee shall be reprimanded, suspended, or discharged except for just cause.

ARTICLE XXI
NEW OR CHANGED JOB

A. In the event the College establishes a new job classification or modifies an existing job classification which falls within the bargaining unit defined herein, the rate of pay for said new or modified job classification shall be reviewed by the Association's Classification Committee and the College and negotiated.

B. If the College and the Association are unable to agree to the location of said job classification to an appropriate pay grade, the Association may within thirty *(30)* days of the proposed change, process said dispute commencing at step two *(2)* of the grievance procedure as described herein.

ARTICLE XXII
SHIFT DIFFERENTIAL

A. Employees scheduled to work between the hours of 6:00 p.m. through 10:30 p.m. shall receive a shift differential of twenty-five cents *($.25)* per hour for those hours worked.

B. Employees scheduled to work between the hours of 10:30 p.m. through 7:00 a.m. shall receive a shift differential of thirty cents *($.30)* per hour for those hours worked.

ARTICLE XXIII
MEAL BREAK

An employee who has worked eight *(8)* continuous hours and is required to work additional continuous hours within his work day shall be given a meal break of one *(1)* hour with pay for any three *(3)* hour period thereafter. The meal break must be taken between the end of the employee's regular work shift and commencement of additional work hours.

ARTICLE XXIV
UNEARNED SICK LEAVE

The College, upon request, may loan up to twenty *(20)* consecutive days of paid sick leave to any employee who is seriously ill during his first year of employment, notwithstanding said employee has not actually earned such entitlement. Proof of such serious illness in the form of a medical certificate shall accompany any such request. The College, after reviewing such medical certificate, shall not arbitrarily deny the employee's request.

ARTICLE XXV
MISCELLANEOUS

A. Practices consistent with this agreement shall remain in effect for the duration of this agreement.

B. Emergency College Closing

The President of the College or his designee may at his discretion close the college in an emergency such as: snow, power failure, or other event which may be detrimental to the health, safety, or well-being of the employees as it relates to their work on campus. Employees who are relieved of the responsibility of reporting for or remaining at work shall be paid at their regular straight time hourly rate for all hours normally worked on such date. Employees required to work during or after an emergency closing determination has been made shall receive compensation of double time their regular hourly rate for work that is performed during the period of time that the college is closed for such emergency.

ARTICLE XXVI
GRIEVANCE PROCEDURE

Policy: It is the policy of the College and Association to encourage a harmonious and cooperative relationship between employees and to resolve employee grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this agreement. The grievance procedure shall be as follows:

A. A grievance must be filed within fifteen *(15)* working days of the date the aggrieved knew or was made aware of the alleged violation of the contract. A grievance may be filed by an employee*(s)* or the Association, hereinafter called "grievant." The College agrees to notify the Association of any formal grievance filed.

B. First Step - Immediate Supervisor

An employee with a grievance shall discuss it with his immediate supervisor who shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within five *(5)* work days of its presentation. The supervisor shall report his decision to the employee in writing. If the employee does not proceed with his grievance to the second step within the time limits prescribed in the following section and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

C. Second Step - Director/Human Resources

If the grievant is not satisfied with the disposition of his grievance after a decision from his immediate supervisor, he may submit a written appeal to the Director/Human Resources within five *(5)* work days after a decision at the first step is due. The Director/Human Resources, within five *(5)* work days after receiving the appeal, shall meet with the grievant in the attempt at resolving the grievance. The Director/Human Resources shall give the grievant a written decision within five *(5)* work days following the meeting. If the grievant does not proceed with his grievance to the third step within the time limits prescribed in the following section and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

D. Third Step – President

If the grievant is not satisfied with the disposition of his grievance after a decision from the Director/Human Resources, he may submit a written appeal to the President or his designee within five *(5)* work days after a decision at the second step is due. The President or his designee, within five *(5)* work days after receiving the appeal, shall meet with the grievant in the attempt at resolving the grievance. The President or his designee shall give the grievant a written decision within five *(5)* work days following the meeting. If the grievant does not proceed with his grievance to the fourth step within the time limits prescribed in the following section and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

E. Fourth Step - Board of Trustees

If the grievant is not satisfied with the disposition of his grievance at the third step, he may submit a written appeal to the Board of Trustees within five *(5)* work days after a decision at the third step is due. The Board of Trustees, within twenty *(20)* work days after receiving the appeal, shall hold a hearing at which the grievant may present his grievance. The Board, within ten *(10)* work days following the hearing, shall give the grievant a written decision. If the grievant does not proceed with his grievance to the fifth step within the time limits prescribed in the following section and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

F. Fifth Step - Arbitration

If the Association is not satisfied with the disposition of the grievance at the fourth step, then the Association may appeal to arbitration within fifteen *(15)* work days after a decision at the fourth step is due. A request for arbitration may be initiated by the Association serving upon the College a notice in writing of an intent to proceed to arbitration. The notice shall identify the agreement provision in dispute, the issue*(s)* to be determined, and the grievant or grievants involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven *(7)* arbitrators. Each party shall alternately strike a name until one *(1)* name remains. The Board shall strike the first name. The person remaining shall be the arbitrator.

1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement. The decision or award of the arbitrator shall be final and binding.

2. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own cases.

G. Time Off

A grievant and his representative *(if a College employee)* shall be allowed such reasonable time off, without loss of pay, from his regular duties as may be necessary, consistent with his job responsibilities and the operational needs of his work unit, to attend meetings with management for the purpose of resolving a grievance.

H. If, in the opinion of the Association, a grievance affects a number of employees the Association may submit a grievance.

I. A bargaining unit member may select an Association representative to represent him during all steps of the grievance procedure. When an employee chooses to pursue a grievance, the Association shall be entitled to be represented at all steps of the grievance procedure.

J. A grievance may be withdrawn by the Association or aggrieved person at any time, and the withdrawal of said grievance shall not be prejudicial to the positions taken by the parties as they relate to that and to future grievances.

K. If the facts of the grievance warrant, either the College or the Association may initiate a request to extend any of the time limits incorporated under this provision. If said extension is agreed upon, it shall be reduced to writing and signed by both parties.

ARTICLE XXVII
LEGALITY

Both parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations, and judicial decisions; and if it shall be determined by proper authority that this agreement, or any part thereof, is in conflict with said statutes, governmental regulations, or judicial decisions, this agreement shall be automatically adjusted to comply with the referred to statutes, governmental regulations, or judicial decisions.

ARTICLE XXVIII
SEVERABILITY

In the event any provision of this agreement is determined to be invalid and unenforceable by a court or other body having jurisdiction, the parties shall meet to attempt to negotiate a legally acceptable successor to such invalidity; however, it is clearly understood and agreed that the only subject for negotiation shall be said invalidity and the contract shall remain in full force and effect as agreed to under Article XXXI -- Term of Agreement.

ARTICLE XXIX
HEADINGS

Any headings preceding the text of the several articles hereof are solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXX
SAFETY AND SECURITY

1. The College will make every attempt to provide a safe and secure work environment for all unit members.

2. The College will make every effort to notify the Association of anticipated activities of the facilities department which may affect unit members' work environment.

ARTICLE XXXI
TERM OF AGREEMENT

This agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2015 to and including June 30, 2018, and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2018, of its desire to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and sealed this 26th day of August, 2015.

WESTMORELAND COUNTY COMMUNITY COLLEGE

By: _____
Chairman

_____
President

_____
Negotiator

WESTMORELAND COUNTY COMMUNITY COLLEGE EDUCATIONAL SUPPORT PROFESSIONALS/PSEA/NEA

By: _____
President

_____

_____

Melissa A. Pratt

_____

ATTEST:

_____

Timothy W. Stahl

_____

Date Signed: 8/26/15

APPENDIX A
"Table I"
ALLOCATION OF FULL-TIME POSITIONS TO PAY GRADES

Effective July 1, 2015 and throughout the life of this agreement, the allocation of positions to appropriate pay levels shall be as follows:

GRADE I
Bookstore Clerk
Custodian
Desktop Services/Media Clerk
Office Support Clerk
Student Development Clerk
Student Services Clerk
Switchboard Operator/Clerk

GRADE II
College Services Clerk II
Copy Center Clerk II
Mailroom Clerk II
Secretary II

GRADE III
Accounting Clerk III
Computer Operator
Copy Center Clerk III
Groundskeeper III
Mailroom Clerk III
Public Relations Support III

GRADE IV
Continuing Education Evening Clerk
Groundskeeper IV
Maintenance Worker

GRADE V
Academic Support Services Technician
Accounting Clerk V
Accounts Payable Technician
Admissions/Records Technician
Bookstore Technician
Continuing Education Technician
Desktop Services Technician
Grants Technician
Graphic Designer
Help Desk Technician
Job Developer/Counselor
Network Technician
Payroll Technician
Purchasing Technician
Secretary V
Technician/Head Teacher
Programmer
Western Hub ShaleNET US Grant Technician

GRADE VI
Certified Maintenance Worker
Staff Accountant
Webmaster

APPENDIX A
"Table II"
WAGES -- CURRENT FULL-TIME EMPLOYEES

A. Employees awarded a higher pay grade during the term of this agreement shall have their wages increased to the level of the grade listed under Appendix A Table III or by three percent (3.0%) per grade whichever is greater.

B. Wage Increases:

(1) **Effective July 1, 2015**

Each employee, as part of this agreement will receive a one-time payment of two hundred and fifty dollars ($250.00) which will not be added to the hourly wage.

(2) **Effective July 1, 2016**

Each employee will receive a one and a half percent (1.5%) per hour increase in their straight-time hourly rate.

(3) **Effective July 1, 2017**

Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate.

APPENDIX A
"Table III"
WAGES -- NEW FULL-TIME EMPLOYEES

A. Starting wages for new full-time employees for each year of the agreement are listed below:

	FISCAL YEAR		
	2015-16	2016-17	2017-18
GRADE			
1	$10.38	$10.54	$10.75
2	$10.60	$10.76	$10.98
3	$11.04	$11.21	$11.43
4	$11.37	$11.54	$11.77
5	$11.92	$12.10	$12.34
6	$13.63	$13.83	$14.11

B. Credit for Experience for New Full -Time Employees:

1. For grades 2 and 3, an additional ten cents *($.10)* per hour will be added for each year of experience up to five (5) years.

2. For grades 4 and 5, an additional twelve cents *($.12)* per hour will be added for each year of experience up to five *(5)* years.

3. For grade 6 an additional fifteen cents *($.15)* per hour will be added for each year of experience up to five *(5)* years.

APPENDIX A
"Table IV"
LONGEVITY

All employees covered under this agreement shall be entitled to fifteen cents ($.15) per hour for each continuous five *(5)* years of service. Said amount shall be added to their base hourly rate of pay.

SECTION II

Regular Part-Time Employees

SECTION II
Regular Part-Time Employees

- **ARTICLE I -- RECOGNITION**
  (See language for full-time employees… page 1)

- **ARTICLE II - NON-DISCRIMINATION**
  (See language for full-time employees… page 3)

- **ARTICLE III - NO STRIKES OR LOCKOUTS**
  (See language for full-time employees… page 3)

- **ARTICLE IV -- MANAGEMENT RIGHTS**
  (See language for full-time employees… page 3)

- **ARTICLE V – ASSOCIATION SECURITY AND CHECKOFF**
  (See language for full-time employees… page 4)

- **ARTICLE VI -- ASSOCIATION VISITATION/BULLETIN BOARDS**
  (See language for full-time employees… page 4)

ARTICLE VII
HOURS OF WORK

A. The College has the sole and exclusive right to determine work schedules. The work week shall normally consist of nineteen *(19.0)* hours per week; however, the work week, days, and hours shall be determined in accordance with College direction and need.

B. A bargaining unit member will not be required to work on Sunday as part of their pre-established regular work schedule.

ARTICLE IX
SENIORITY

A. For purposes of this agreement, the term seniority is defined as the beginning date of their continuous service with the College as a regular part-time employee. Seniority will be applicable to part-time positions only for the purpose of bumping less senior employees within that group.

B. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and rights to seniority shall cease upon the following:

   1. Voluntary termination of his employment.

   2. Discharge for just cause.

   3. When recalled after layoff, upon his failure to return to work within a period of five *(5)* work days after employee has received notification by certified mail to so return, provided, however, if the employee notifies the College by certified mail within the said time that he is not immediately available for work but wishes to remain on the seniority list, he should be retained on such list for a period of one *(1)* week, subject to an extension provided valid reason is given to the College.

   4. Acceptance of other employment while on authorized leave.

   5. Layoff in excess of six *(6)* months.

   6. Failure to report to work in excess of three *(3)* days for any reason excluding those in section E.

C. When an employee whose continuous service has been broken by any of the causes listed in section B above and is re-employed subsequent thereto, he shall begin as a new employee of the College.

D. Newly hired regular part-time employees shall be regarded as probationary employees for the first sixty *(60)* working days of their employment and shall not be entitled to seniority during that period. Upon successful completion of this period of sixty *(60)* working days, the seniority of such employees shall be effective as of their most recent date of placement on the payroll.

E. Absence due to sickness for which the employee receives workers' compensation or other approved leave of absence shall not constitute an interruption of continuous service.

F. The College shall furnish the Association with an updated seniority list of the bargaining unit employees, as defined in Article I hereof, on September 1 of each year; and shall update such list as necessary.

G. The seniority of employees who are hired on the same day shall be determined by the drawing of lots.

ARTICLE X
VACANCIES

A. Filling of Vacancies

1. A regular part-time employee may apply for a posted position, provided he/she possess the required qualifications, skills, and ability. All applicants will be required to complete testing requirements for the position for which they are applying. Applicants shall not be required to complete testing requirements when he/she has applied for a lateral vacancy and completed the same testing for their previous position.

2. The College reserves the exclusive right to determine who shall be awarded any vacancy. However, current employees who are relatively equal in qualifications will be given due consideration in filling a vacancy in order of greatest seniority. In the event the vacancy is not filled from within the Association, as defined in Article I hereof, the College may fill the vacancy from outside the Association.

3. It is understood and agreed that all employees who fill a vacancy shall be subject to a ten *(10)* work day trial period in which the employee must demonstrate that he possesses the requisite skills and ability to perform the duties and responsibilities of the position.

4. In the event the employee does not qualify within said ten *(10)* work day period, he shall be permitted to return to his former job without loss of seniority. An employee may, within said ten *(10)* work days, voluntarily return to his former job without a loss of seniority. Further, the College may discontinue the trial period within five *(5)* work days for any employee it deems not qualified to fill said vacancy. The Association reserves the right to grieve the discontinuance of a trial period.

5. The College agrees to notify bargaining unit members who have applied for an opening the disposition of their application immediately upon the appointment of the successful applicant.

ARTICLE XII
LAYOFF

A. Whenever it is necessary to reduce the working force of the College, employees shall be given a minimum of one *(1)* week advanced written notification of layoff indicating the reasons for such action.

B. If the experience, skill and ability of two *(2)* or more employees having the same classification are substantially equal, layoffs shall be in the inverse order of seniority.

C. Employees shall be recalled on the basis of seniority to positions for which they are qualified.

D. In all cases of layoff or the abolition of position, an affected employee has the right to exercise his seniority and bump the least senior employee within his own or lower-rated classification, provided he has the qualifications, skills, and ability to do the job.

E. In the event an employee's position is abolished and the employee is laid off, said employee shall be retained on a recall list for a period of six *(6)* months. The College agrees to mail a vacancy announcement to any employee who is qualified to fill such vacancy in accordance with the requirements of Article X hereof.

- **ARTICLE XIII -- PERSONNEL FILES**
  (See language for full-time employees… page 10)

ARTICLE XV
HOLIDAYS

A. Regular part-time employees shall receive their regular pay for the following holidays:

1) New Year's Day
2) Memorial Day
3) Martin Luther King, Jr. Day
4) Independence Day
5) Labor Day
6) Thanksgiving Day
7) Christmas Day

B. An employee required to work on any of the holidays specified in section A will receive one and one-half *(1-1/2)* times their straight-time hourly rate, plus holiday pay at straight time, or two and one-half *(2-1/2)* times their normal rate of pay for all such hours worked.

C. Monday shall be recognized as a holiday for all holidays occurring on Sunday, and Friday shall be recognized as a holiday for all holidays occurring on Saturday.

ARTICLE XVII
LEAVES OF ABSENCE

A. Childbirth Leave

1. A pregnant employee shall be granted unpaid childbirth leave for a maximum of six *(6)* weeks as certified by her attending physician.

2. A pregnant employee shall submit written notification to her immediate supervisor of the anticipated duration of the childbirth leave at least one *(1)* week in advance, if possible, of the commencement of the leave period.

3. A pregnant employee shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

4. Every employee shall have the right to return to the same position she held before going on childbirth leave. If the position has been abolished, she shall have the right to return to an equivalent position.

5. Upon return from childbirth leave, the employee shall retain all seniority and pension rights to which she had been entitled had she been in regular service of the College.

B. Work-Related Disability

1. A unit member who sustains a work-related injury must follow the college's procedure for dealing with injury or illness which includes being treated by a physician that is on the college's Worker's Compensation Physicians' Panel.

2. An employee who sustains a work-related injury, as a result of which they are disabled, shall receive the disability payment to which they may be entitled under workers' compensation, social security, or other applicable disability benefit. This payment shall be made only for periods during which the employee would have been working.

C. Bereavement Leave

1. Employees may make up lost time due to bereavement, provided such make up time is approved by the employee's supervisor and the make up day*(s)* occur within ten *(10)* days of the time off due to bereavement ; and the absence is not in excess of the following:

5 Days	4 Days	2 Days	1 Day
• spouse • child	• parent • brother • sister • son-in-law • daughter-in-law • parent-in-law • grandchild	• grandparent • brother-in-law • sister-in-law • uncle • aunt	• niece • nephew

2. The College may grant an exception of bereavement leave as defined in section C.1 above.

D. Sick Leave

Employees may make up lost time due to personal sickness; provided such make up time is approved by the employee's supervisor and the make up day*(s)* occur within ten *(10)* days of the date of illness.

E. Jury Duty

An employee called for jury duty or subpoenaed to appear in court as a Commonwealth witness will be granted a leave of absence and paid the difference between his daily rate and moneys received from the court except mileage reimbursement. Evidence in the form of a subpoena or official notification from court shall be presented to the Director of Human Resources or his designee as far in advance as possible. The employee is expected to report for regular duties when attendance at court is not required.

F. Military Leave

1. Employees who are members of Reserve components of the Armed Forces are entitled to leave with pay on all working days not exceeding fifteen *(15)* days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

2. Employees who are members of the Pennsylvania National Guard are entitled to leave with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or in authorized field training, consistent with the Military Code of 1949.

G. Miscellaneous Leave Without Pay

Employees may be granted leave without pay or benefit at the sole discretion of the administration for any reason and period of time in excess of five (5) days that may be authorized by the administration. The administration shall act on requests for leave within twenty (20) days of submission and if denied, shall state the reasons in writing.

- **ARTICLE XVIII -- ASSOCIATION**
  (See language for full-time employees… page 15)

ARTICLE XIX
WAGES - BENEFITS

A. The wages applicable to regular part-time employees covered herein are fully set forth in Appendix A and attached hereto and made a part hereof.

B. Regular part-time employees shall participate under one *(1)* of the following three *(3)* retirement programs: Retirement benefits under one of the following three *(3)* programs:

(a) **SERS** – As of July 1, 2015 SERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the College.

(b) **PSERS** – As of July 1, 2015 PSERS retirement plan election will only be offered to those current and newly hired employees with previous enrollment and active membership prior to becoming eligible for retirement benefits through the College.

(c) **TIAA-CREF** – The College shall provide a percentage contribution of the total wage of each regular part-time bargaining unit member participating in the TIAA-CREF retirement program in accordance with the following:

Fiscal Year	% of Contribution
2015-16	10.00
2016-17	10.00
2017-18	10.00

C. Tuition Waiver

All part-time Association members, their spouses, and dependents as defined by the Internal Revenue Service shall be permitted to take courses at the College without tuition charge. In the event an Association member dies, retires, or is disabled, this privilege is continued for a period not to exceed five *(5)* years. In addition, the College will waive the application fee, the student services fee, and the technology fee.

- **ARTICLE XX -- JUST CAUSE**
  (See language for full-time employees… page 20)

- **ARTICLE XXI -- NEW OR CHANGED JOB**
  (See language for full-time employees… page 20)

- **ARTICLE XXII -- SHIFT DIFFERENTIAL**
  (See language for full-time employees… page 20)

- **ARTICLE XXV -- MISCELLANEOUS**
  (See language for full-time employees… page 21)

- **ARTICLE XXVI -- GRIEVANCE PROCEDURE**
  (See language for full-time employees… page 21)

- **ARTICLE XXVII -- LEGALITY**
  (See language for full-time employees… page 23)

- **ARTICLE XXVIII -- SEVERABILITY**
  (See language for full-time employees… page 23)

- **ARTICLE XXIX -- HEADINGS**
  (See language for full-time employees… page 23)

- **ARTICLE XXX – SAFETY & SECURITY**
  (See language for full-time employees… page 23)

- **ARTICLE XXXI -- TERM OF AGREEMENT**
  (See language for full-time employees… page 24)

APPENDIX A
"Table I"
ALLOCATION OF PART-TIME POSITIONS TO PAY GRADES

Effective July 1, 2015**,** and throughout the life of this agreement, the allocation of positions to appropriate pay levels shall be as follows:

GRADE I
Advanced Technology Lab Aide
Bookstore Clerk
College Services Clerk
Courier
Custodian
Desktop Services/Media Clerk
Education Center Clerk
Housekeeper
Learning Resources Center Clerk
Office Support Clerk
Purchasing Clerk
Student Services Clerk
Switchboard Operator/Clerk
TRiO Grant Clerk

GRADE II

GRADE III
Accounting Clerk III

GRADE IV
Maintenance Worker

GRADE V
Job Placement Services Developer
Career Development & Placement Center Technician
Technician/Head Teacher

GRADE VI

APPENDIX A
"Table II"
WAGES -- CURRENT PART-TIME EMPLOYEES

A. (1) **Effective July 1, 2015**

Each employee, as part of this agreement will receive a one-time payment of ninety dollars ($90.00) which will not be added to the hourly wage.

(2) **Effective July 1, 2016**

Each employee will receive a one and a half percent (1.5%) per hour increase in their straight-time hourly rate.

(3) **Effective July 1, 2017**

Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate.

APPENDIX A
"Table III"
WAGES -- NEW PART-TIME EMPLOYEES

A. Starting wages for new part-time employees for each year of the agreement are listed below:

	FISCAL YEAR		
	2015-16	2016-17	2017-18
GRADE			
1	$9.28	$9.42	$9.61
2	$9.38	$9.52	$9.71
3	$9.77	$9.92	$10.12
4	$9.99	$10.14	$10.34
5	$11.37	$11.54	$11.77
6	$11.98	$12.16	$12.40

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EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT

This **EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT** ("Agreement") is made this 8th day of May, 2017, by and between **WESTMORELAND COUNTY COMMUNITY COLLEGE** (the "College") and the **EDUCATIONAL SUPPORT PROFESSIONALS/PSEA/NEA** (the "Association").

WITNESSETH:

WHEREAS, the College and the Association are parties to a Collective Bargaining Agreement for the term July 1, 2015 through June 30, 2018 (the "CBA"); and

WHEREAS, the College and the Association wish to extend the term of the current CBA through June 30, 2019 based upon the terms of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The College will provide a two percent (2.0%) pay increase, as specified in paragraph 2 below, to employees covered by the CBA for the 2018-2019 year in exchange for the Association's agreement to extend the CBA for one (1) additional year. No other pay or fringe benefit increases are contained within this extension. Except as modified or amended below, the remaining terms of the CBA including all other pay and benefit provisions of the CBA specified for the 2017-2018 year shall apply to the 2018-2019 year.

2. The terms and conditions of employment expressed in the CBA shall remain in full force and effect through June 30, 2019 with the following amendments and modifications:

   a. **Article XXXI – Term of Agreement** shall be modified in full to read as follows: "This agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2015 to and including June 30, 2019, and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2019 of its desire to modify or terminate this agreement."

   b. **Appendix A "Table II" Wages Current Full-Time Employees - B. Wage Increases** shall be amended to include: "(4) **Effective July 1, 2018** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate."

   c. **Appendix A "Table III" Wages New Full-Time Employees – A.** Starting wages for new full-time employees for each year of the agreement shall be amended to include:

	FISCAL YEAR
	2018-19
GRADE	
1	$10.97
2	$11.20
3	$11.66
4	$12.01
5	$12.59
6	$14.39

   d. **Appendix A "Table II" Wages Current Part-Time Employees** shall be amended to include: "(4) **Effective July 1, 2018** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate."

e. **Appendix A "Table III" Wages New Part-Time Employees – A.** Starting wages for new part-time employees shall be amended to include:

	FISCAL YEAR
	2018-19
GRADE	
1	$9.80
2	$9.90
3	$10.32
4	$10.55
5	$12.01
6	$12.65

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed on the date above written.

WESTMORELAND COUNTY COMMUNITY COLLEGE

By: _____
Chairman

_____
President

_____
Negotiator

WESTMORELAND COUNTY COMMUNITY COLLEGE EDUCATIONAL SUPPORT PROFESSIONALS/PSEA/NEA

By: Melissa A. Pratt
President

Cynthia L. Loughran / Treasurer

Ashlee Pitsker / Vice President

Jessica M. Fry

Cheryl P. Gardnick

Diane J. Widmer

ATTEST:

Stephen M. Lippiello

_____

Date Signed: May 8, 2017

EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT

This **EXTENSION, MODIFICATION AND AMENDMENT AGREEMENT** ("Agreement") is made this 29th day of May 2019, by and between **WESTMORELAND COUNTY COMMUNITY COLLEGE** (the "College") and the **EDUCATIONAL SUPPORT PROFESSIONALS/PSEA/NEA** (the "Association").

WITNESSETH:

WHEREAS, the College and the Association are parties to a Collective Bargaining Agreement for the term July 1, 2015 through June 30, 2018; and

WHEREAS, the College and the Association extended the term of the aforementioned Collective Bargaining Agreement through June 30, 2019 pursuant to an Extension, Modification and Amendment Agreement dated May 8, 2017 (hereinafter the Collective Bargaining Agreement and the Extension, Modification and Amendment Agreement are collectively referred to as the "CBA"): and

WHEREAS, the College and the Association wish to extend the term of the CBA through June 30, 2022 based upon the terms of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The College will provide a two percent (2.0%) pay increase, as specified in paragraph 2 below, to employees covered by the CBA for the 2019-2020, 2020-2021, and 2021-2022 years in exchange for the Association's agreement to extend the CBA for three (3) additional years. No other pay or fringe benefit increases are contained within this extension. Except as modified or amended below, the remaining terms of the CBA including all other pay and benefit provisions of the CBA specified for the 2017-2018 year shall remain in full force and effect for the three (3) year extension period. Notwithstanding the foregoing, the parties agree to change the past practice of the pay period which is determinative of employee's paychecks in accordance with Exhibit 1 attached hereto and made a part hereof and to adjust the pay of the effected employees accordingly during the 2019-2020 fiscal year.

2. The terms and conditions of employment expressed in the CBA shall remain in full force and effect through June 30, 2022 with the following amendments and modifications:

   a. **Article XXXI – Term of Agreement** shall be modified in full to read as follows: "This agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2015 to and including June 30, 2022, and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2022 of its desire to modify or terminate this agreement."

   b. **Appendix A "Table II" Wages Current Full-Time Employees - B. Wage Increases** shall be amended to include: "(5) **Effective July 1, 2019** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate. (6) **Effective July 1, 2020** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate. (7) **Effective July 1, 2021** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate."

   c. **Appendix A "Table III" Wages New Full-Time Employees – A.** Starting wages for new full-time employees for each year of the agreement shall be amended to include:

	FISCAL YEAR		
	2019-20	2020-21	2021-22
GRADE			
1	$11.19	$11.41	$11.64
2	$11.42	$11.65	$11.88
3	$11.89	$12.13	$12.37
4	$12.25	$12.50	$12.75
5	$12.84	$13.10	$13.36
6	$14.68	$14.97	$15.27

d. **Appendix A "Table II" Wages Current Part-Time Employees** shall be amended to include: "(5) **Effective July 1, 2019** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate. (6) **Effective July 1, 2020** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate. (7) **Effective July 1, 2021** Each employee will receive a two percent (2.0%) per hour increase in their straight-time hourly rate."

e. **Appendix A "Table III" Wages New Part-Time Employees – A.** Starting wages for new part-time employees shall be amended to include:

	FISCAL YEAR		
	2019-20	2020-21	2021-22
GRADE			
1	$10.00	$10.20	$10.40
2	$10.10	$10.30	$10.51
3	$10.53	$10.74	$10.95
4	$10.76	$10.98	$11.20
5	$12.25	$12.50	$12.75
6	$12.90	$13.16	$13.42

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed on the date above written.

WESTMORELAND COUNTY COMMUNITY COLLEGE

By: _____
Board of Trustees Chair

_____
President

Stephen M. Uppiello
Negotiator

WESTMORELAND COUNTY COMMUNITY COLLEGE EDUCATIONAL SUPPORT PROFESSIONALS/PSEA/NEA

By: Mary E Davis
President

Kristine M. Loff

Stephen J Platt

Evan Anthony Dickman

ATTEST:

_____

Susan P. Connors

_____

Date Signed: June 5, 2019

EXHIBIT 1

Educational Support Professionals
Method To Place All Employees On Same Pay Cycle

The current payroll practice at the College is for all full-time employees to be paid-to-date each payday while regular part-time and casual part-time employees are paid for the two-week pay period prior to the pay period in which the payday falls. The College is implementing a new Enterprise Resource Planning ("ERP") system during the 2019-20 year. This system requires all employees to be paid in the manner in which regular part-time and casual part-time employees are currently paid ("two weeks in arrears"). There are no ERP systems available which would support the paid-to-date method currently employed for all full-time employees.

The process to place all current Association employees on the same pay cycle will effect full-time Association employees in positions Grades 1 to 6 hired before June 30, 2019 (the "Effected Employees"). All full-time employees hired after June 30, 2019 will be placed on a two weeks in arrears pay cycle.

The College will begin the process to place Effected Employees on the same pay cycle as regular and casual part-time employees on the July 12, 2019 payday. In order to implement the change, the base annual gross pay of Effected Employees on July 12, 2019 and on all paydays for the 2019-20 fiscal year ending on June 30, 2020 (26 paydays total) will be reduced by 1/26 of a pay calculated on base annual gross wage.

After these 26 pays, all College employees will be on the same pay cycle. As a result, the July 10, 2020 pay will be based on the two-week pay period of June 14 through June 27, 2020. This will be the first pay check moving forward which will not reflect the 1/26 pay deduction.

In consideration of Effected Employees pay being reduced by 1/26 of a pay during the 2019-20 fiscal year, these employees will be paid a one-time lump sum payment equal to 1.85% of their base annual gross 2019-20 pay in their July 12, 2019 paycheck.

Appendix 4-A – Travel Request Form

Appendix 4-B – Travel Expense Voucher

WESTMORELAND COUNTY COMMUNITY COLLEGE

Travel Expense Voucher

Department	Account Type	Department No.	Detail No.

0919/FF/007

Name and Address

PID

I certify that the expenses listed below were actually incurred in the fulfillment of my duties and that they do not include personal expenses.

Signature _____ Date _____

Approval _____ Date _____

Approval _____ Date _____

Total Expenses _____

Less: Prepaid Expenses _____

Advance _____

Subtotal _____

☐ Amount Owed College _____

☐ Amount Owed Individual _____

DATE		OBJECT OF TRIP	TRANSPORTATION				SUBSISTENCE				Misc. Expenses	TOTALS
			No. of Miles	Mileage Expense	Turnpike Tolls/ Parking	Plane Taxi Other	Room	Breakfast	Lunch	Dinner		
	From											
	To											
	From											
	To											
	From											
	To											
	From											
	To											
	From											
	To											
	From											
	To											
TOTALS												

Detail of Miscellaneous Expenses	Amount

Grant Stamp

Detail of Prepaid Expenses	Amount

Appendix 6-A – Act 46 Legislation

PRIOR PRINTER'S NOS. 701, 2218 PRINTER'S NO. 2564

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 628 Session of 2005

Report of the Committee of Conference

To the Members of the House of Representatives and Senate:

We, the undersigned, Committee of Conference on the part of the House of Representatives and Senate for the purpose of considering House Bill No. 628, entitled:
"An act amending the act of March 10, 1949 (P.L.30, No.14), entitled 'An act relating to the public school system, including certain provisions applicable as well to private and parochial schools; amending, revising, consolidating and changing the laws relating thereto,' further providing for annual budget; prescribing a penalty; and making an editorial change,"

respectfully submit the following bill as our report:

JESS M. STAIRS

MICHAEL DIVEN

MICHAEL F. GERBER

(Committee on the part of the House of Representatives.)

JAMES J. RHOADES

DAVID J. BRIGHTBILL

RAPHAEL J. MUSTO

(Committee on the part of the Senate.)

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AN ACT

Amending the act of March 10, 1949 (P.L.30, No.14), entitled "An act relating to the public school system, including certain provisions applicable as well to private and parochial schools; amending, revising, consolidating and changing the laws relating thereto," further providing, in school finances, for annual budget, and in teacher certification, for program of continuing professional development; providing for, in teacher certification, evaluation of applicants; further providing, in pupils and attendance, for fixing the cost of certain tuition, for cost of tuition and maintenance of certain exceptional children in approved institutions and in chartered schools for the education of the deaf and the blind; further providing for educational assistance program and educational support services, for definitions, for notification and for the program; further providing, in Head Start supplemental assistance, for definitions, for the program and for priority in funding; providing for opportunities for educational excellence through concurrent enrollment; further providing, in education empowerment, for education empowerment districts and for mandate waiver program, and, in community colleges, for definitions, for financial program and for payment reimbursement; providing, in community colleges, for establishment of the Community College Capital Fund and for annual reports; further providing, in the State System of Higher Education, for annual audits and, in educational improvement tax credit, for qualification and application and for limitations on amount of tax credits; further providing, in school district reimbursement, for definitions, for small district assistance and for temporary special aid; providing for basic education funding for 2004-2005 school year; further providing for payments on account of limited English proficiency programs, for payments to intermediate units and for special education payments; providing, in school district reimbursement, for effect of failure to file certain reports; further providing, in school district reimbursement, for approved reimbursable rental for leases and sinking fund and for Pennsylvania Accountability Grants; and making an inconsistent repeal relating to the Workforce Development Act.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Section 687(a) and (j) of the act of March 10, 1949 (P.L.30, No.14), known as the Public School Code of 1949, amended July 4, 2004 (P.L.536, No.70), are amended to read:

Section 687. Annual Budget; Additional or Increased Appropriations; Transfer of Funds.--(a) <u>(1)</u> The board of school directors of each school district of the second, third, or fourth class shall, annually, at least thirty (30) days prior

to the adoption of the annual budget, prepare a proposed budget of the amount of funds that will be required by the school district in its several departments for the following fiscal year. Such proposed budget shall be prepared on a uniform form, prepared and furnished by the Department of [Public Instruction, and shall be apportioned to the several classes of expenditures of the district as the board of school directors thereof may determine.] Education. The uniform form shall require identification of specific function, subfunction and major object of expenditure. On the date of adoption of the proposed budget required under this section, the president of the board of school directors shall certify to the Department of Education that the proposed budget has been prepared, presented and will be made available for public inspection using the uniform form prepared and furnished by the Department of Education. The certification shall be in a form and manner as required by the Department of Education. Final action shall not be taken on any proposed budget that has not been prepared, presented and made available for public inspection using the uniform form prepared and furnished by the Department of Education. Final action shall not be taken on any proposed budget[,] in which the estimated expenditures exceed two thousand dollars ($2000)[,] until after ten (10) days' public notice. Nothing in this act shall be construed to prevent any school district[,] whose total estimated expenditures do not exceed two thousand dollars ($2000)[,] from holding a public hearing.

(2) (i) The proposed budget, on the uniform form required by the Department of Education, shall be printed[,] or otherwise made available for public inspection to all persons [who may interest themselves,] and shall be made available for

duplication to any person, on request, at least twenty (20) days prior to the date set for the adoption of the budget.

(ii) Fees for duplication under this paragraph by photocopying, printing from electronic media or microfilm, copying onto electronic media, transmission by facsimile or other electronic means and other means of duplication must be reasonable and based on prevailing fees for comparable duplication services provided by local business entities.

* * *

(j) Notwithstanding any other provisions of this act, the board of school directors of each school district may reopen its 2003-2004 budget [or], its 2004-2005 budget or its 2005-2006 budget to reflect any State allocations for fiscal year 2003-2004 [or], fiscal year 2004-2005 or fiscal year 2005-2006 provided by the General Assembly through this act.

Section 2. Section 1205.2(a), (h) and (o) of the act, added November 23, 1999 (P.L.529, No.48), are amended and the section is amended by adding subsections to read:

Section 1205.2. Program of Continuing Professional Education.--(a) A continuing professional education program is hereby established for professional educators, the satisfactory completion of which is required to maintain active certification. [The] Except as provided in subsection (j.1), the continuing professional education program shall require the satisfactory completion of continuing professional education every five (5) years, which shall include:

(1) six (6) credits of collegiate study;

(2) six (6) credits of continuing professional education courses;

(3) one hundred eighty (180) hours of continuing

professional education programs, activities or learning experiences; or

(4) any combination of collegiate studies, continuing professional education courses, or other programs, activities or learning experiences equivalent to one hundred eighty (180) hours.

* * *

(h) The department shall provide the following information to professional educators and school entities:

(1) Notice of the number of credits or hours needed for a professional educator to comply with this section, as of the date on which such notice is given. Such notice shall be provided no later twelve (12) months prior to the end of a professional educator's five-year compliance period. <u>For professional educators who have not completed sufficient credits or hours to comply with this section, such notice shall be provided in writing and mailed to the most recent address on record with the department. For professional educators who have completed sufficient credits or hours to comply with this section, such notice shall be provided by electronic means, which shall include a notation on the electronic system maintained by the department pursuant to subsection (g) affirming that the professional educator has completed sufficient credits or hours to comply with this section.</u>

(2) Reasonable access to reports and records relating to a professional educator's continuing professional education.

(3) Notice of inactive certification requested by a professional educator.

(4) Notice of inactive certification due to failure of the professional educator to meet the requirements of this section,

whether or not the individual is employed by a school entity.

(5) Notice of reinstatement.

(h.1) Whenever a professional educator moves from the address named in the application for State certification or from the professional educator's current address, such professional educator shall notify the department and provide the department with the most current address. Notification shall be made in a form and manner determined by the department.

* * *

(j.1) (1) The continuing professional education program shall require satisfactory completion of continuing professional education by April 30, 2006, for a professional educator who:

(i) was certified prior to May 1, 2001;

(ii) was not provided written notice as required under subsection (h)(1); and

(iii) has not satisfactorily completed continuing professional education as required under subsection (a).

(2) After a professional educator to whom this subsection applies completes the credits or hours needed to satisfy the requirements of the initial compliance period, any record of additional credits or hours shall be credited toward the subsequent compliance period: Provided, That credits or hours credited to a professional educator as a result of the satisfactory completion of an individual course of collegiate studies, an individual continuing professional education course, or an individual program, activity or learning experience shall not be divided between the initial compliance period and the subsequent compliance period but shall be credited toward only one compliance period.

(3) Nothing in this subsection shall be construed to delay

or extend the initial or subsequent compliance periods for a professional educator to whom this subsection applies.

(4) This subsection shall expire May 1, 2006.

(j.2) (1) Notwithstanding the provisions of subsection (h)(1), the department shall provide a professional educator to whom subsection (j.1) applies with written notice of the number of credits or hours needed for the professional educator to comply with this section as of the date on which such notice is given. Such notice shall be provided immediately and shall be mailed to the most recent address on record with the department.

(2) This subsection shall expire May 1, 2006.

* * *

(o) Definitions.--As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

"Approved provider" is an institution of higher education, school entity, individual, corporation, partnership, limited liability company or association approved by the department to provide continuing professional education credits or hours under this section. Provided, a school entity may approve a provider of continuing professional education credits or hours in accordance with department guidelines.

"Area of a professional educator's assignment or certification" shall mean any component of the education profession as it relates to the current job title or description of the professional educator or to any area of certification listed on the professional employe's Pennsylvania certification or to the type of certificate or endorsement held by the professional educator.

"Collegiate studies" shall mean a formal program or course of

study at an institution of higher education leading to the award of academic credit.

"Compliance period" shall mean the period of time in which a professional educator must satisfactorily complete continuing professional education as required under subsection (a) and which concludes every five years beginning:

(1) July 1, 2000, for those professional educators who were issued a State certificate prior to July 1, 2000; or

(2) on the date on which the professional educator is issued a State certificate for those professional educators who were certified after July 1, 2000.

"Continuing professional education courses" shall mean courses for credit, other than collegiate studies, conducted by providers approved by the department.

"Professional educator" shall mean an individual who holds a Pennsylvania teacher, educational specialist or administrative certification or letter of eligibility.

"School entity" shall mean a school district, an intermediate unit, a joint school district, an area vocational-technical school, a charter school, the Scotland School for Veterans' Children and the Scranton School for the Deaf or any of these acting jointly.

Section 3. The act is amended by adding a section to read:

Section 1216. Evaluation of Applications for Certification.--(a) All applications for certification shall be evaluated in their entirety. The Department of Education shall notify the applicant if the application is incomplete and include a listing of all materials or information needed to complete the application. The applicant's pending application shall remain open for one year following the date of such

notification. No letter of denial of certification shall be issued unless all deficiencies in the application are stated in the letter of denial.

(b) The grade point average used by the department in evaluating the grade point average requirements for certification pursuant to 22 Pa.Code § 354.24 (relating to academic performance) shall be as follows:

(1) For applicants whose initial preparation culminated in a bachelor's degree or higher prior to October 7, 2000, the grade point average in effect on the date of application for certification.

(2) For applicants whose initial preparation culminates in a bachelor's degree or higher on or after October 7, 2000, the grade point average in effect on the date of graduation.

Section 4. Section 1309(b) of the act, amended June 30, 1995 (P.L.220, No.26), is amended to read:

Section 1309. Cost of Tuition; How Fixed.--* * *

(b) [The] For students who the Secretary of Education has determined are legal residents of Pennsylvania without fixed districts of residence, the tuition herein provided for shall be paid annually by the Secretary of Education[,]. For all other students, the tuition herein provided shall be paid by the district of residence or the institution as the case may be[.], within thirty (30) days of its receipt of an invoice from the district in which the institution is located.

Section 5. Sections 1376(c.2) and 1376.1(f) of the act, amended July 4, 2004 (P.L.536, No.70), are amended and the sections are amended by adding subsections to read:

Section 1376. Cost of Tuition and Maintenance of Certain Exceptional Children in Approved Institutions.--* * *

(c.2) [Beginning with payments made in the 2004-2005 school year and each school year thereafter, the Department of Education shall establish procedures and audit standards to govern the scope of reportable costs, the format of the audit and the standards and methods used by the Commonwealth to audit attendance. Each approved private school shall submit a cost report of its expenditures for the prior fiscal year to the Department of Education no later than August 1, 2004, and no later than August 1 of each year thereafter. Audit reports of expenditures for the prior fiscal year prepared by an independent certified public accountant shall be prepared in accordance with the established procedures and audit standards and submitted by the approved private school to the Department of Education by November 1, 2005, and no later than November 1 of each year thereafter. For payments in the 2004-2005 school year, the Department of Education shall issue guidelines for budget and audit standards no later than October 15, 2004. For payments in the 2005-2006 school year and each school year thereafter, the Department of Education shall annually issue guidelines for budget and audit standards at least three (3) months prior to the date that the approved private schools must submit their budget information pursuant to subsection (c.4). These guidelines shall include provisions for audit methodology and a definition of allowable administrative expenditures. Allowable administrative expenditures shall not exceed ten percent (10%) of each approved private school's budget. Each audit shall identify expenditures and include all spending on students for whom payment is made pursuant to subsection (a) or (b) and shall identify the source and amount of all revenue used to educate students for whom payment is made pursuant to

subsection (a) or (b). Work papers pertaining to the audit of an approved private school by an independent certified public accountant shall be made available to the Department of Education upon request. Audits of cost reports submitted for school years prior to the 2004-2005 school year shall be completed in a manner consistent with prior audit practices. An approved private school may submit an audit for the 2003-2004 school year prepared by an independent certified public accountant provided the following have occurred:

(1) The Department of Education has failed to process and settle the cost reports within twelve (12) months from submission by the approved private school.

(2) The Department of Education has failed to settle any appeals or postsettlement resolution within fifteen (15) months from submission by the approved private school.

(3) The approved private school has responded to reasonable requests for information and documents by the Department of Education.

Upon receipt of the independent audit for the 2003-2004 school year, the Department of Education shall have three (3) months to review the audit and settle any outstanding payments due to or from the approved private school.]

<u>(4) Beginning with the 2004-2005 school year and each school year thereafter, each approved private school shall maintain an accounting and bookkeeping system and be subject to audit as provided in standards promulgated by the Department of Education. Such standards shall require that each approved private school submit an audit to the Department of Education by November 1 of each year. Such audit shall be conducted in accordance with generally accepted accounting standards by an</u>

independent certified public accountant. Such standards shall include a definition of administrative costs, which costs shall not exceed ten percent (10%) of each approved private school's total costs.

(5) (i) Where the amount of an approved private school's reportable costs in the 2004-2005 fiscal year is less than the amount of revenues received by the approved private school for the 2004-2005 fiscal year from the Commonwealth for the provision of educational services to children who have been approved by the Department of Education, the difference may be retained by the approved private school for use in the 2005-2006 fiscal year.

(ii) Beginning in the 2005-2006 fiscal year, where the amount of reportable costs in a fiscal year is less than the amount of revenues received in that fiscal year by the approved private school from the Commonwealth for the provision of educational services to children who have been approved by the Department of Education, the approved private school shall remit the difference to the Commonwealth. Any such funds shall be deposited in the Audit Resolution Fund for the resolution of previous audits.

(6) Audits of cost reports submitted for school years prior to the 2004-2005 school year shall be completed in a manner consistent with prior audit practices. An approved private school may submit an audit for the 2003-2004 school year prepared by an independent certified public accountant provided the following have occurred:

(i) The Department of Education has failed to process and settle the cost reports within twelve (12) months from submission by the approved private school.

(ii) The Department of Education has failed to settle any appeals or postsettlement resolution within fifteen (15) months from submission by the approved private school.

(iii) The approved private school has responded to reasonable requests for information and documents by the Department of Education.

Upon receipt of the independent audit for the 2003-2004 school year, the Department of Education shall have three (3) months to review the audit and settle any outstanding payments due to or from the approved private school.

* * *

(c.8) Within sixty (60) days of the effective date of this subsection, the Department of Education shall promulgate interim standards necessary to implement subsection (c.2) which shall be published in the Pennsylvania Bulletin. The interim standards shall not be subject to review pursuant to the act of June 25, 1982 (P.L.633, No.181), known as the "Regulatory Review Act," and shall not be subject to sections 201 through 205 of the act of July 31, 1968 (P.L.769, No.240), referred to as the Commonwealth Documents Law. The interim standards shall apply to audits conducted after July 1, 2005. Within one year of publication of the interim standards in the Pennsylvania Bulletin, the Department of Education shall deposit proposed standards. The interim standards shall remain in effect until the effective date of the final standards.

* * *

Section 1376.1. Actual Cost of Tuition and Maintenance of Certain Exceptional Children in the Four Chartered Schools for Education of the Deaf and the Blind.--* * *

(f) [Beginning with payments made in the 2004-2005 school

year and each school year thereafter, the department shall establish procedures and audit standards to govern the scope of reportable costs, the format of the audit and the standards and methods used by the Commonwealth to audit attendance. Each chartered school shall submit a cost report of its expenditures for the prior fiscal year to the department no later than August 1, 2004, and each August 1 thereafter. Audit reports of expenditures for the prior fiscal year prepared by an independent certified public accountant shall be prepared in accordance with established procedures and audit standards and submitted by the chartered school to the department by November 1, 2005, and no later than November 1 of each year thereafter. For payments in the 2004-2005 school year, the department shall issue guidelines for budget and audit standards no later than October 15, 2004. For payments in the 2005-2006 school year and each school year thereafter, the department shall annually issue guidelines for budget and audit standards at least three (3) months prior to the date that the chartered schools must submit their budget information pursuant to subsection (f.2). The guidelines shall include provisions for audit methodology and a definition of allowable administrative expenditures. Allowable administrative expenditures shall not exceed ten percent (10%) of each chartered school's budget. Each audit shall identify expenditures, shall include all spending on students for whom payment is made pursuant to subsection (b) or (c) and shall identify the source and amount of all revenue used to educate students for whom payment is made pursuant to subsection (b) or (c). Work papers pertaining to the audit of a chartered school by an independent certified public accountant shall be made available to the department upon request. Audits of cost reports

submitted for school years prior to the 2004-2005 school year shall be completed in a manner consistent with prior audit practices. A chartered school may submit an audit for the 2003-2004 school year prepared by an independent certified public accountant provided the following have occurred:

(1) The department has failed to process and settle the cost reports within twelve (12) months from submission by the chartered school.

(2) The department has failed to settle any appeals or postsettlement resolution within fifteen (15) months from submission by the chartered school.

(3) The chartered school has responded to reasonable requests for information and documents by the department.

Upon receipt of the independent audit for the 2003-2004 school year, the department shall have three (3) months to review the audit and settle any outstanding payments due to or from the chartered school.]

(4) Beginning with the 2004-2005 school year and each school year thereafter, each chartered school shall maintain an accounting and bookkeeping system and be subject to audit as provided in standards promulgated by the Department of Education. Such standards shall require that each chartered school submit an audit to the department by November 1 of each year. Such audit shall be conducted in accordance with generally accepted accounting standards by an independent certified public accountant. Such standards shall include a definition of administrative costs, which costs shall not exceed ten percent (10%) of each approved chartered school's total costs.

(5) (i) Where the amount of a chartered school's reportable costs in the 2004-2005 fiscal year is less than the amount of

revenues received by the chartered school for the 2004-2005 fiscal year from the Commonwealth for the provision of educational services to children who have been approved by the Department of Education, the difference may be retained by the chartered school for use in the 2005-2006 fiscal year.

(ii) Beginning in the 2005-2006 fiscal year, where the amount of reportable costs in a fiscal year is less than the amount of revenues received in that fiscal year by the chartered school from the Commonwealth for the provision of educational services to children who have been approved by the Department of Education, the chartered school shall remit the difference to the Commonwealth. Any such funds shall be deposited in the Audit Resolution Fund for the resolution of previous audits.

(6) Audits of cost reports submitted for school years prior to the 2004-2005 school year shall be completed in a manner consistent with prior audit practices. A chartered school may submit an audit for the 2003-2004 school year prepared by an independent certified public accountant provided the following have occurred:

(i) The Department of Education has failed to process and settle the cost reports within twelve (12) months from submission by the chartered school.

(ii) The Department of Education has failed to settle any appeals or postsettlement resolution within fifteen (15) months from submission by the chartered school.

(iii) The chartered school has responded to reasonable requests for information and documents by the Department of Education.

Upon receipt of the independent audit for the 2003-2004 school year, the Department of Education shall have three (3) months to

review the audit and settle any outstanding payments due to or from the chartered school.

* * *

(f.5) Within sixty (60) days of the effective date of this subsection, the Department of Education shall promulgate interim standards necessary to implement subsection (f) which shall be published in the Pennsylvania Bulletin. The interim standards shall not be subject to review pursuant to the act of June 25, 1982 (P.L.633, No.181), known as the "Regulatory Review Act," and shall not be subject to sections 201 through 205 of the act of July 31, 1968 (P.L.769, No.240), referred to as the Commonwealth Documents Law. The interim standards shall apply to audits conducted after July 1, 2005. Within one year of publication of the interim standards in the Pennsylvania Bulletin, the Department of Education shall deposit proposed standards. The interim standards shall remain in effect until the effective date of the final standards.

* * *

Section 6. The definition of "eligible student" in section 1501-C of the act, amended December 23, 2003 (P.L.304, No.48), is amended and the section is amended by adding definitions to read:

Section 1501-C. Definitions.

The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"2005 mathematics proficiency target." Forty-five percent of students in a school entity scoring at a level equal to or above proficient on the PSSA test in mathematics administered to students in a school with an eleventh grade in the 2003-2004

school year.

"2005 reading proficiency target." Fifty-four percent of students in a school entity scoring at a level equal to or above proficient on the PSSA test in reading administered to students in a school with an eleventh grade in the 2003-2004 school year.

* * *

"Eligible student." A resident of this Commonwealth who is enrolled full time in kindergarten through [ninth] twelfth grade in a school entity and is deemed eligible pursuant to section 1502-C(b) or section 1512-C(b).

* * *

Section 7. Section 1506-C of the act, amended December 23, 2003 (P.L.304, No.48), is amended to read:

Section 1506-C. Notification of program.

A school entity in this Commonwealth shall notify parents of the availability of education support services and tutoring under the educational assistance program at such time as the parents receive the results of any eligibility test[.] or whenever the school entity recommends tutoring under the educational assistance program.

Section 8. Section 1512-C(b), (e), (g) and (h.1) of the act, amended or added December 23, 2003 (P.L.304, No.48) and July 4, 2004 (P.L.536, No.70), are amended to read:

Section 1512-C. Educational Assistance Program.

* * *

(b) Eligibility.--A student shall be eligible for tutoring services under this section where such student is enrolled full time in an eligible school entity and:

(1) scored below proficient on a Pennsylvania System of School Assessment test in a subject area required under the

No Child Left Behind Act of 2001 [in the immediate preceding school year]; or

(2) is enrolled in kindergarten through third grade and scored below the score approved by the department under section 1502-C(b) on any other eligibility test[.]; or

(3) has been recommended for tutoring by the school entity.

* * *

(e) Tutoring services.--Tutoring services provided under this section shall include intensive instruction in those subject areas assessed through a Pennsylvania System of School Assessment test and required under the No Child Left Behind Act of 2001. Such tutoring services may:

(1) Notwithstanding the provisions of section 1502, be provided outside of the normal school day and hours of the school entity, including mornings, evenings, weekends and during the summer months.

(2) Take place on an individual or small group basis, provided that tutoring services may be provided to no more than ten students in a given class at a given time during the school term and no more than 15 students during the summer months.

(3) Be provided during the normal school day and hours of the school entity, provided that the tutoring is in addition to and does not interfere with an eligible student's regularly scheduled classroom instruction times and does not supplant services required in a student's individualized education program.

* * *

(g) Educational assistance funding.--

(1) During the 2003-2004 [and], 2004-2005 and 2005-2006 school years, the department shall provide each eligible school entity with educational assistance funding calculated by:

(i) Dividing the number of Pennsylvania System of School Assessment tests administered in the eligible school entity on which students scored below proficient in reading or mathematics by the total number of Pennsylvania System of School Assessment tests administered in the eligible school entity in reading and mathematics during the 2002-2003 school year.

(ii) Multiplying the quotient from subparagraph (i) by the average daily membership of the eligible school entity during the 2002-2003 school year.

(iii) Multiplying the product from subparagraph (ii) by the dollar value of funds appropriated to the Department of Education for the Educational Assistance Program in the 2004-2005 fiscal year.

(iv) Dividing the product from subparagraph (iii) by the sum of the products of subparagraph (ii) for all eligible school entities that qualify for grant funds under this [subsection] paragraph.

(1.1) During the 2005-2006 school year, the department shall provide each school entity with at least one school that has failed to achieve its 2005 mathematics proficiency target or its 2005 reading proficiency target with educational assistance funding for the support of tutoring services to eligible students enrolled in seventh through twelfth grade. Such funding shall be calculated as follows:

(i) Dividing the number of Pennsylvania System of

School Assessment tests administered in the eligible school entity to eleventh grade students on which such students scored below the 2005 reading or mathematics proficiency target by the total number of Pennsylvania System of School Assessment tests administered in the eligible school entity to eleventh grade students in reading and mathematics during the 2003-2004 school year.

(ii) Multiplying the quotient from subparagraph (i) by the average daily membership of the eligible school entity during the 2004-2005 school year.

(iii) Multiplying the product from subparagraph (ii) by the difference between the dollar value of funds appropriated to the department for the educational assistance program in the 2004-2005 fiscal year and the dollar value of funds appropriated to the department for the educational assistance program in the 2005-2006 fiscal year.

(iv) Dividing the product from subparagraph (iii) by the sum of the products of subparagraph (ii) for all eligible school entities that qualify for grant funds under this paragraph.

(2) The amount of educational assistance funding provided under this article shall be limited to funds appropriated for this purpose.

* * *

(h.1) Redistribution of funds.--For the 2004-2005 school year and each school year thereafter, an eligible school entity that chooses not to receive educational assistance funding under subsection (g) shall forfeit the right to such funds. Such funds shall then be distributed on a pro rata basis among all other

eligible school entities choosing to receive educational assistance funding under subsection (g).

* * *

Section 9. Section 1501-D of the act is amended by adding a definition to read:

Section 1501-D. Definitions.

The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise:

* * *

<u>"School entity." A school district, joint school district, independent school or an intermediate unit.</u>

Section 10. Sections 1502-D(b) and (d) and 1503-D of the act, added December 23, 2003 (P.L.304, No.48), are amended to read:

Section 1502-D. Head Start Supplemental Assistance Program.

* * *

(b) Administration.--The department shall administer the program, consistent with Federal Head Start guidelines. [During the 2004-2005 fiscal year, the] <u>The</u> department shall provide supplemental financial assistance to existing providers of Federal Head Start services.

* * *

(d) Criteria for funding.--To implement the program, the department shall request proposals from existing Head Start providers and may award grants or enter into service contracts with existing Head Start providers that meet all of the following criteria:

(1) Demonstrate the need for additional Head Start services in the provider's service area, whether the need is

determined by the percentage of eligible children who are not served in the provider's service area or by the demand for extended day services.

(2) Demonstrate the ability to expand staff, space or services [either] <u>to serve additional children or to provide extended day services</u>:

(i) within the Head Start program; [or]

(ii) in cooperation with licensed child-care centers or registered family or group day-care homes;

[to serve additional children or to provide extended day services.] <u>or</u>

<u>(iii) in cooperation with school entities.</u>

(3) Demonstrate the ability to comply with Federal and State requirements for child-care service providers if the Head Start provider intends to provide extended day services.

(4) Demonstrate the ability to enter into a collaborative agreement with a [child-care service provider if the Head Start provider intends to enter into a collaborative agreement with a licensed child-care center or a registered family or group day-care home to offer extended day services.] <u>school entity, a licensed child-care center or a group day-care home, or a registered family day-care home, if the head start provider intends to enter into a collaborative agreement.</u>

Section 1503-D. Priority in funding.

[The] <u>(a) General rule.--A Head Start provider that received a grant in the prior fiscal year shall be eligible to receive a grant in an amount equal to the grant received in the immediately preceding fiscal year, less any start-up costs. If by March 1 the Head Start provider did not enroll at least 90%</u>

of the number of children it was approved to serve for that year, then the grant shall be reduced proportionally based on the number of children enrolled as of March 1.

(b) Priority for remaining funding.--For the remaining funds, the department shall give priority in funding to Head Start providers applying for grants to serve additional eligible children.

Section 11. The act of March 10, 1949 (P.L.30, No.14), known as the Public School Code of 1949, is amended by adding an article to read:

ARTICLE XVI-B

OPPORTUNITIES FOR EDUCATIONAL EXCELLENCE

(a) Preliminary Provisions.

Section 1601-B. Scope of article.

This article deals with concurrent enrollment.

Section 1602-B. Definitions.

The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Allowable tuition." The portion of tuition charged to a school entity that is eligible for grant funding under this article, which funding does not exceed:

(1) for any two-year postsecondary institution or eligible private licensed school, the advertised tuition rate charged by the institution for enrolled postsecondary students;

(2) for any four-year public or private postsecondary institution or eligible private licensed school, the tuition rate charged by the State System of Higher Education for

enrolled postsecondary students;

(3) for any postsecondary institution that offered postsecondary credit to students of the school entity prior to the effective date of this section, the tuition rate charged to those students; or

(4) for any early college high school program, middle college high school program or gateway to college program, the tuition charged for the program to a student's school district of residence.

"Concurrent course." A postsecondary course that meets the requirements under section 1605-B and that is included in a concurrent enrollment agreement. The term includes an early college high school program, a gateway to college program or a middle college high school program.

"Concurrent enrollment agreement." The written agreement between a school entity and each eligible postsecondary institution establishing and detailing a concurrent enrollment program.

"Concurrent enrollment committee." A committee comprised of representatives from a school entity and eligible postsecondary institutions with which it offers a concurrent enrollment program.

"Concurrent enrollment program." A program administered and developed by a school entity and an eligible postsecondary institution that allows students to concurrently enroll in postsecondary courses and to receive both secondary and postsecondary credit for that coursework. The term includes an early college high school program, a gateway to college program or a middle college high school program.

"Concurrent student." A student who is enrolled in a school

district, a charter school, an area vocational-technical school, a nonpublic school, a private school or a home education program under section 1327.1 and who takes a concurrent course through a concurrent enrollment program.

"Department." The Department of Education of the Commonwealth.

"Early college high school program." A concurrent enrollment program established under section 1611-B(a) that consists of a structured sequence of secondary and postsecondary coursework offered over a five-year to six-year period, the successful completion of which yields both a high school diploma and postsecondary credits equivalent to an associate of arts degree or credits sufficient to enter a bachelor of arts program as a junior.

"Eligible postsecondary institution." A nonprofit two-year or four-year public or private college or university or an eligible private licensed school approved to operate in this Commonwealth. The term does not include a foreign corporation.

"Eligible private licensed school." A private licensed school as defined in the act of December 15, 1986 (P.L.1585, No.174), known as the Private Licensed Schools Act, that is authorized to confer the degree of Associate in Specialized Technology or Associate in Specialized Business.

"Gateway to college program." A concurrent enrollment program established under section 1611-B(a) that offers eligible participants the opportunity to enroll in postsecondary coursework that is aligned to State academic standards, the successful completion of which yields both a high school diploma and the accumulation of postsecondary credits.

"Household." An individual living alone or with the

following: spouse, parent and their unemancipated minor children; other unemancipated minor children who are related by blood or marriage; or other adults or unemancipated minor children living in the household who are dependent upon the individual.

"Household income." All money or property received of whatever nature and from whatever source derived. The term does not include the following:

(1) Periodic payments for sickness and disability other than regular wages received during a period of sickness or disability.

(2) Disability, retirement or other payments arising under workers compensation acts, occupational disease acts and similar legislation by any government.

(3) Payments commonly recognized as old-age or retirement benefits paid to persons retired from service after reaching a specific age or after a stated period of employment.

(4) Payments commonly known as public assistance or unemployment compensation from a governmental agency.

(5) Payments to reimburse actual expenses.

(6) Payments made by employers or labor unions for programs covering hospitalization, sickness, disability or death, supplemental unemployment benefits, strike benefits, Social Security and retirement.

(7) Compensation received by members of the United States Armed Forces serving in a combat zone.

"Low-income concurrent student." A concurrent student who is a member of a household with an annual household income less than or equal to 150% of the Federal income poverty guidelines

published by the Department of Health and Human Services.

"Middle college high school program." A concurrent enrollment program established under section 1611-B(a) that offers secondary and postsecondary coursework on the campus of an eligible postsecondary institution, the successful completion of which yields both a high school diploma and the accumulation of postsecondary credits.

"School entity." A school district or an area vocational-technical school.

"Total approved cost." The sum of the costs for allowable tuition, books and fees for any concurrent course and the cost of transportation to and from an eligible postsecondary institution where such transportation is provided by a school entity, as set forth in a concurrent enrollment agreement as required under section 1613-B(b).

Section 1603-B. Responsibilities of department and State Board of Education.

(a) Rules and regulations.--The State Board of Education shall promulgate any regulations necessary to carry out the provisions of this article, pursuant to the act of June 25, 1982 (P.L.633, No.181), known as the Regulatory Review Act.

(b) Promotional materials.--The department shall publish promotional materials on its publicly accessible website that may be used by school entities to inform parents and students enrolled in the school entities about the requirements, features and opportunities of concurrent enrollment programs established under this article. To the extent that the department provides school entities with printed promotional materials for dissemination, the department shall make such materials available, upon request, to any charter school, nonpublic

school, private school or home education program.

(c) Grants.--

(1) The department shall provide a grant to any school entity that has applied for grant funds under section 1611-B(c) and has approved a concurrent enrollment program as set forth in this article. The grant amount to each school entity shall be calculated for each concurrent course as follows:

(i) Determine the total approved cost for all concurrent students who are residents of the school district or enrolled in the area vocational-technical school.

(ii) Multiply the amount from subparagraph (i) by the sum of 0.425 and the market value/income aid ratio of the school entity, provided, that where a concurrent student is enrolled in an area vocational-technical school, the market value/income aid ratio shall be the average of the market value/income aid ratios of the concurrent students' school districts of residence.

(2) The total amount of grants provided for concurrent courses classified as early college high school, middle college high school or gateway to college programs shall not exceed 4% of the total amount of funds appropriated for concurrent enrollment programs under this article.

(3) The total amount of grants provided on behalf of concurrent students who are enrolled in charter schools, nonpublic schools, private schools or home education programs shall not exceed 4% of the total amount of funds appropriated for concurrent enrollment programs under this article.

(4) The grant amount shall not exceed 100% of the total approved cost of a concurrent course. Where funds

appropriated for this program are insufficient to fund the full amount of all grants calculated under this subsection, each grant amount shall be reduced on a pro rata basis.

(d) Supplemental grants.--

(1) The department shall provide a supplemental grant amount to any school entity that has applied for grant funds under section 1611-B(c) and has at least one low-income concurrent student enrolled in a concurrent course. The supplemental grant amount shall equal the cost of tuition, books and fees for which a low-income concurrent student is responsible in order to enroll in a concurrent course.

(2) The sum of all supplemental grants provided under this subsection shall not exceed 8% of the total amount of funds appropriated for concurrent enrollment programs under this article. Where funds available for supplemental grants are insufficient to fund the full amount of all supplemental grants under this subsection, supplemental grant amounts shall be reduced on a pro rata basis.

(e) Technical assistance.--Upon request of a board of school directors of a school entity, the department shall provide technical assistance in the development of concurrent enrollment agreements and concurrent enrollment programs.

(f) Annual report.--The department shall produce an annual report on concurrent enrollment programs using the reporting information submitted by school entities under section 1611-B(b). The annual report shall be provided to the chairman and minority chairman of the Appropriations Committee of the Senate, the chairman and minority chairman of the Appropriations Committee of the House of Representatives, the chairman and minority chairman of the Education Committee of the Senate and

the chairman and minority chairman of the Education Committee of the House of Representatives. The report shall be published on the department's publicly accessible website.

Section 1604-B. Faculty.

(a) General rule.--A member of an eligible postsecondary institution's faculty who teaches a concurrent course under this article shall not be an employee of a school entity, an independent contractor of a school entity or an employee of an independent contractor of a school entity for purposes of sections 111 and 2518 unless the faculty member teaches a course in a school entity's building.

(b) Adjunct faculty members.--Nothing in this article shall be construed to prohibit an eligible postsecondary institution from contracting with a professional employee of a school entity for purposes of a concurrent enrollment program if the professional employee meets all qualifications for an adjunct faculty member at the eligible postsecondary institution.

(c) Reductions prohibited.--A school entity may not reduce the school entity's complement of professional or paraprofessional employees due to student participation in a program established under this article.

(d) Construction.--Nothing contained in this article shall be construed to supersede or preempt any provision of a collective bargaining agreement between a school entity and an employee organization.

Section 1605-B. Qualifying courses.

A concurrent course offered by an eligible postsecondary institution as part of a concurrent enrollment program established under this article shall meet the following requirements:

(1) The concurrent course shall be set forth in the concurrent enrollment agreement and shall either fulfill a graduation requirement or be identified as advanced coursework in a core academic subject as defined by the No Child Left Behind Act of 2001.

(2) The concurrent course shall be a course for which the eligible postsecondary institution awards credit.

(3) The concurrent course may be conducted during the school entity's regular school hours, notwithstanding any other provision of this act.

Section 1606-B. Construction of article.

Programs established under this article shall not be construed as extracurricular activities.

(b) Concurrent Enrollment.

Section 1611-B. Responsibilities of school entities.

(a) Concurrent enrollment program.--A school entity seeking a grant under section 1603-B(c) shall do all of the following:

(1) Enter into a concurrent enrollment agreement with an eligible postsecondary institution or institutions, as required under section 1613-B.

(2) Form a concurrent enrollment committee as required under section 1612-B.

(b) Annual reporting information.--A school entity that receives a grant under section 1603-B(c) shall submit an annual report to the department. The report shall include:

(1) The eligible postsecondary institution or institutions with which the school entity has established a concurrent enrollment program.

(2) The number of concurrent students participating in a concurrent enrollment program.

(3) The number of concurrent students participating in a concurrent enrollment program who are enrolled in early college high school, middle college high school or gateway to college programs.

(4) The approved courses offered through a concurrent enrollment program.

(5) The total approved cost for each concurrent course.

(6) The total amount of grant funds received pursuant to section 1603-B(c).

(c) Application for grant funds.--A school entity seeking grant funds under section 1603-B(c) shall submit an application to the department no later than September 15, 2005, and August 15 of each year thereafter. The application shall include:

(1) The total approved cost of each concurrent course included in the concurrent enrollment agreement.

(2) The number of concurrent students to be enrolled in each concurrent course pursuant to the concurrent enrollment agreement.

(3) The cost of tuition, books and fees for which a student will be responsible in order to enroll in each concurrent course included in the concurrent enrollment agreement.

(4) The number of low-income concurrent students to be enrolled in each concurrent course pursuant to the concurrent enrollment agreement.

(5) The number of concurrent students to be enrolled in early college high school, middle college high school or gateway to college programs pursuant to the concurrent enrollment agreement.

(6) The eligible postsecondary institutions at which

concurrent courses will be offered pursuant to the concurrent enrollment agreement.

(d) Use of grant funds.--A school entity shall use the grants provided under section 1603-B(c) and (d) to pay the portion of total approved costs for which it is provided grants.

(e) Limitation.--A school entity shall not be responsible for the payment of any portion of the total approved costs for any concurrent student enrolled in a charter school, nonpublic school, private school or home education program in excess of the grants provided under section 1603-B(c) and (d).

(f) Construction.--Nothing in this article shall be construed to preclude a school entity that does not receive a grant under section 1603-B(c) from continuing or entering into an agreement with an institution of higher education under the provisions of section 1525.

Section 1612-B. Concurrent enrollment committees.

(a) Composition.--

(1) (i) Subject to the provisions of subparagraph (ii), in order to be eligible for grant funds under section 1603-B(c), a school entity shall form a concurrent enrollment committee, which shall include no fewer than six members.

(ii) The number of committee members appointed under paragraph (3) or (4) shall not exceed the number of committee members appointed under paragraph (2).

(2) At least four members shall be appointed by the board of school directors of the school entity. At a minimum, the members shall include:

(i) A parent of a high school student enrolled in the school entity.

(ii) A teacher employed by the school entity and selected by the teachers of the school entity.

(iii) An administrator employed by the school entity and selected by the superintendent of the school entity.

(iv) A member of the board of school directors of the school entity, who shall be the chairman.

(3) At least two members shall be appointed by each eligible postsecondary institution participating in the concurrent enrollment program, of which at least one shall be a faculty member representing a department with administrative authority over one or more approved concurrent courses.

(4) Where more than three eligible postsecondary institutions participate in the concurrent enrollment program, one member shall be appointed by each eligible postsecondary institution.

(b) Duties.--The concurrent enrollment committee shall do all of the following:

(1) Develop a proposed concurrent enrollment agreement, which may include separate, individual agreements with each eligible postsecondary institution with members appointed to the concurrent enrollment committee.

(2) Present the proposed concurrent enrollment agreement to the board of school directors of the school entity for approval.

(3) Meet no less than quarterly to review the concurrent enrollment program.

(4) Recommend any changes to the concurrent enrollment program to the board of school directors of the school entity.

(5) Develop criteria to permit students who are not qualified under section 1614-B(a) to enroll in the concurrent enrollment program.

Section 1613-B. Concurrent enrollment agreements.

(a) Deadline.--In order to be eligible for funding under section 1603-B(c), a concurrent enrollment committee shall develop a concurrent enrollment agreement and present it to the board of school directors of the school entity and to each eligible postsecondary institution with members appointed to the concurrent enrollment committee for approval prior to the submission of a grant application pursuant to section 1611-B(c).

(b) Required provisions.--The concurrent enrollment agreement shall at a minimum include all of the following provisions:

(1) A ratification or modification of all existing concurrent enrollment agreements to meet the requirements of this article.

(2) An explanation of the criteria used to determine student qualification for concurrent enrollment, which shall include all of the following:

(i) Postsecondary placement test scores.

(ii) The results of nationally available achievement tests or other standardized tests included in the participating school entity's local assessment system.

(iii) Satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the school entity.

(iv) Demonstrated readiness for college-level coursework, as determined by the eligible postsecondary institution.

(v) Status as a high school junior or senior.

(3) A description and an explanation of the criteria used to determine concurrent courses offered by the eligible postsecondary institution, which shall include all of the following:

(i) The course must be nonremedial.

(ii) The course must be offered in a core academic subject as defined by the No Child Left Behind Act of 2001.

(iii) The course, as offered to concurrent students, must be identical to that offered when concurrent students are not enrolled, including the use of an identical curriculum, assessments and instructional materials.

(iv) The course must enforce prerequisite coursework requirements identical to those enforced for the course when concurrent students are not enrolled.

(4) A description of minimum performance criteria, in courses offered by the school entity and in concurrent courses, required for students to remain in the concurrent enrollment program.

(5) An explanation of student transportation responsibilities, if applicable.

(6) A list of all concurrent courses offered under a concurrent enrollment agreement.

(7) The total approved cost of each concurrent course.

(8) Any additional provisions deemed appropriate by the school entity and eligible postsecondary institution.

Section 1614-B. Enrollment in concurrent courses.

(a) Requirements for enrollment.--

(1) A student enrolled in a school entity in this Commonwealth who meets the student qualifications set forth in the concurrent enrollment agreement may enroll in concurrent courses that are part of the concurrent enrollment agreement.

(2) A student enrolled in a charter school, a nonpublic school, a private school or a home education program in this Commonwealth shall be permitted to enroll in concurrent courses that are part of the concurrent enrollment agreement approved by the student's school district of residence, provided that:

(i) The student meets the qualifications set forth in the concurrent enrollment agreement.

(ii) The charter school, nonpublic school, private school or home education program awards secondary credit for a successfully completed concurrent course.

The student shall notify the school district of residence of the intent to enroll in the program. The student shall be included in the number of students reported to the department under section 1611-B(b) and (c).

(b) Optional enrollment.--A student enrolled in a school district, charter school, area vocational-technical school, nonpublic school, private school or home education program who does not qualify under subsection (a) may enroll in concurrent courses that are part of a concurrent enrollment program approved by the student's school district of residence or the area vocational-technical school in which the student is enrolled by meeting alternate criteria established by the concurrent enrollment committee, provided, that the charter school, nonpublic school, private school or home education

program awards secondary credit for a successfully completed concurrent course. The student shall be included in the number of students reported to the department under section 1611-B(b) and (c).

Section 1615-B. Credit for concurrent courses.

(a) Award.--A school district, charter school, area vocational-technical school, nonpublic school, private school or home education program shall award secondary credit for a successfully completed concurrent course, with success being determined by the eligible postsecondary institution and set forth in the concurrent enrollment agreement under section 1613-B(b)(4).

(b) Transcript.--A concurrent student's official secondary school transcript shall reflect that credits for a concurrent course were earned through an eligible postsecondary institution.

(c) Transfer.--

(1) In the event that a concurrent student who has earned credits for a concurrent course transfers to a school entity, the school entity that receives the concurrent student shall recognize the credits as applying toward its graduation requirements.

(2) In the event that a concurrent student who has earned credits for a concurrent course transfers to a charter school, a nonpublic school, a private school or a home education program, the charter school, nonpublic school, private school or home education program that receives the concurrent student may recognize the credits as applying toward its graduation requirements.

(d) Postsecondary award.--

(1) If, after graduation from a secondary school, the concurrent student enrolls in the postsecondary institution at which the concurrent student took a concurrent course, that institution shall award postsecondary credit for any concurrent courses successfully completed by the concurrent student at the institution.

(2) If the concurrent student enrolls in a postsecondary institution other than the one at which the concurrent student earned the credits, that institution may grant credit for courses successfully completed by the concurrent student.

(3) Community colleges, member institutions of the State System of Higher Education and State-related institutions may not refuse to recognize and award credit for a concurrent course based upon the fact that the credit was earned through a concurrent enrollment program.

(e) Credit limit.--A concurrent student's concurrent course enrollment may not exceed 24 postsecondary credits in any school year.

Section 12. Section 1705-B(h)(4) of the act, reenacted and amended July 4, 2004 (P.L.536, No.70), is amended to read:

Section 1705-B. Education Empowerment Districts.--* * *

(h) * * *

(4) The department may utilize up to [$2,000,000] $2,875,000 of undistributed funds not expended, encumbered or committed from appropriations for grants and subsidies made to the department to assist school districts certified as an education empowerment district under paragraph (3). There is hereby established a restricted account from which payments under this paragraph shall be paid. Funds shall be transferred by the Secretary of the Budget to the restricted account to the extent

necessary to make payments under this paragraph. Funds in the restricted account are hereby appropriated to carry out the purposes of this paragraph. The subsidy payment from this account shall be utilized to supplement the operational budget of the eligible school districts. This paragraph shall apply to fiscal years 2000-2001, 2001-2002, 2002-2003, 2003-2004 [and], 2004-2005 and 2005-2006 and shall expire June 30, [2005] 2006.

Section 13. Section 1714-B of the act is amended by adding a subsection to read:

Section 1714-B. Mandate Waiver Program.--* * *

(n) Notwithstanding the provisions of subsection (g), the department may approve an application submitted by a board of school directors for a waiver of section 1361 to allow the provision of transportation to a public kindergarten, elementary school or secondary school or a nonpublic kindergarten, elementary school or secondary school operated not for profit located more than ten miles by the nearest public highway: Provided, That the provision of transportation is more cost effective for the district or the Commonwealth or addresses student safety concerns. Transportation provided under this subsection shall be considered an allowable district expense for purposes of calculating transportation reimbursement.

Section 14. Section 1901-A(4) of the act, added July 1, 1985 (P.L.103, No.31), is amended and the section is amended by adding clauses to read:

Section 1901-A. Definitions.--The following words and phrases, as used in this article, shall, unless a different meaning is plainly required by the context, have the following meaning:

* * *

(4) "Community college" shall mean a public college or technical institute which is established and operated in accordance with the provisions of this act by a local sponsor which provides a two-year, postsecondary, college-parallel, terminal-general, terminal-technical, out-of-school youth or adult education program or any combination of these. The community college may also provide area vocational-technical education services and credit, nonremedial college courses to secondary senior high school students.

* * *

(11) "Independent certified public accountant" shall mean a member of the American Institute of Certified Public Accountants who has a minimum of five years' verifiable experience in performing audits of government funds for nonprofit organizations with a comparable or larger annual budget.

(12) "High priority and high instructional cost occupation program" shall mean a for-credit, two-year or less than two-year occupational or technical program approved by the Department of Education to qualify for an economic development stipend in order to prepare students to enter high priority occupations pursuant to section 1913-A(b)(1.8)(ii).

(13) "High Priority Occupation Program" shall mean a for-credit, two-year or less than two-year occupational or technical program approved by the Department of Education to qualify for an economic development stipend in order to prepare students to enter high priority occupations pursuant to section 1913-A(b)(1.8)(iii).

(14) "Noncredit workforce development courses" shall mean noncredit courses approved by the Department of Education to qualify for an economic development stipend pursuant to section

1913-A(b)(1.8)(iii) and having the specific purpose of providing opportunities for students and incumbent workers to develop or upgrade skills necessary in high priority occupations. Noncredit workforce development courses may be offered by a community college at an off-campus site, at any of its facilities or through any form of distance education.

(15) "Workforce development courses" shall mean those noncredit courses having the specific purpose of providing opportunities for students and incumbent workers to develop or upgrade skills necessary or useful in gainful employment, for promotion or other similar opportunities in existing employment or for learning new job skills and that have, as their subject matter, instruction in any of the following general areas:

(1) Computers and information processing and technology, including the study of both hardware and software applications.

(2) Management, supervision and basic employability skills, including, but not limited to, working in teams, management and supervisory skills, effective interpersonal relations, problem solving, self-management strategies, project management and the application of Federal and State laws to the workplace.

(3) Health professional and allied health job skills.

(4) Technical, manufacturing and service industries, including, but not limited to, jobs in such fields as powdered metals, machine tool and diemaking, electronics, safety, plastics technology, hydraulics, construction, warehouse/materials management, automotive repair and management, heating, ventilation and air conditioning, refrigeration and tourism.

(5) Other similar areas.

Section 15. Section 1913-A(b)(1), (c) and (k) of the act,

amended or added July 1, 1985 (P.L.103, No.31), June 7, 1993 (P.L.49, No.16) and June 22, 2001 (P.L.530, No.35), are amended, subsection (b) is amended by adding clauses and the section is amended by adding subsections to read:

Section 1913-A. Financial Program; Reimbursement of Payments.--* * *

(b) (1) The Commonwealth shall pay to a community college on behalf of the sponsor on account of its operating costs during the fiscal year from funds appropriated for that purpose an amount equal to:

(i) for the 1993-1994 fiscal year through the 2000-2001 fiscal year, the lesser of such college's variable State share ceiling as determined in clause (1.3) or such college's equivalent full-time student reimbursement as determined in clause (1.4); [and]

(ii) for the 2001-2002 fiscal year [and each fiscal year thereafter] <u>through the 2004-2005 fiscal year</u>, the college's equivalent full-time student reimbursement as determined in clause (1.4)[.]<u>;</u>

<u>(iii) for the 2005-2006 fiscal year, the college's payment as determined in clause (1.5); and</u>

<u>(iv) for the 2006-2007 fiscal year and each fiscal year thereafter, the college's payment as determined in clause (1.6).</u>

* * *

<u>(1.5) For the 2005-2006 fiscal year, the payment for a community college shall consist of the following:</u>

<u>(i) Each community college shall receive reimbursement for operating costs equal to the reimbursement for the 2004-2005 fiscal year as determined under clause (1.4)(i) and (ii). This amount shall be determined based upon the mid-year rebudget</u>

submitted by a community college in February 2005.

(ii) Each community college shall receive an economic development stipend as calculated under clause (1.7).

(iii) Each community college shall receive a base supplement determined by:

(A) subtracting the total amount of funds determined under subclauses (i) and (ii) from the State appropriation for payment of approved operating expenses of community colleges for the 2005-2006 fiscal year;

(B) dividing the payment under subclauses (i) and (ii) by the sum of the amounts determined for all community colleges under subclauses (i) and (ii); and

(C) multiplying the quotient from subparagraph (B) by an amount equal to seventy-five percent (75%) of the amount determined under paragraph (A).

(iv) Each community college with a 2003-2004 equivalent full-time enrollment in credit, noncredit and workforce development courses greater than its 2002-2003 equivalent full-time enrollment in credit, noncredit and workforce development courses shall receive a growth supplement amount determined by:

(A) subtracting its 2002-2003 equivalent full-time enrollment in credit, noncredit and workforce development courses from its 2003-2004 equivalent full-time enrollment in credit, noncredit and workforce development courses;

(B) dividing the difference from paragraph (A) by the sum of the differences from paragraph (A) for all community colleges; and

(C) multiplying the quotient from paragraph (B) by an amount equal to twenty-five percent (25%) of the amount determined under subclause (iii)(A).

Calculations under this subclause shall be based upon the final claim forms submitted by a community college for the 2002-2003 and 2003-2004 fiscal years.

(1.6) For the 2006-2007 fiscal year and each fiscal year thereafter, the payment for a community college shall consist of the following:

(i) Each community college shall receive an amount equal to the reimbursement for operating costs, base supplement and growth supplement amounts it received in the immediately preceding fiscal year.

(ii) Each community college shall receive an economic development stipend as calculated under clause (1.7). The amount available for economic development stipends shall increase each year by the percent increase in the State appropriation for payment of approved operating expenses of community colleges.

(iii) Each community college shall receive a base supplement determined by:

(A) subtracting the total amount of funds determined under subclauses (i) and (ii) from the State appropriation for payment of approved operating expenses of community colleges;

(B) dividing the payment under subclause (i) by the sum of the amounts determined for all community colleges under subclause (i); and

(C) multiplying the quotient from paragraph (B) by an amount equal to seventy-five percent (75%) of the amount determined under paragraph (A).

(iv) Each community college with an equivalent full-time enrollment in credit, noncredit and workforce development courses for the year prior to the immediately preceding year greater than its equivalent full-time enrollment in credit,

noncredit and workforce development courses for the second year prior to the immediately preceding year shall receive a growth supplement amount determined by:

(A) subtracting its equivalent full-time enrollment in credit, noncredit and workforce development courses for the second year prior to the immediately preceding year from its equivalent full-time enrollment in credit, noncredit and workforce development courses for the year prior to the immediately preceding year;

(B) dividing the difference from paragraph (A) by the sum of the differences from paragraph (A) for all community colleges; and

(C) multiplying the amount from paragraph (B) by an amount equal to twenty-five percent (25%) of the amount determined under subclause (iii)(A).

Secondary senior high school students enrolled in credit-bearing, nonremedial college courses shall be included in the calculation under paragraph (A). Calculations under this subclause shall be based upon the audited financial statements submitted by a community college pursuant to subsection (k.1).

(1.7) The payment for a community college shall include an economic development stipend which shall consist of the following:

(i) For the 2005-2006 fiscal year, each community college shall receive an amount equal to the reimbursement for the 2004-2005 fiscal year as determined under clause (1.4)(iii) and under section 1501 of the act of December 18, 2001 (P.L.949, No.114), known as the "Workforce Development Act." This amount shall be determined based upon the mid-year rebudget submitted by a community college in February 2005.

(ii) For the 2006-2007 fiscal year and each fiscal year thereafter, each community college shall receive, subject to the provisions of subclause (iii), an amount determined by:

(A) Adding the following:

(I) the number of full-time equivalent students enrolled in high priority and high instructional cost occupation programs at the community college multiplied by 1.50;

(II) the number of full-time equivalent students enrolled in high priority occupation programs at the community college multiplied by 1.25; and

(III) the number of full-time equivalent students enrolled in noncredit workforce development courses at the community college.

(B) Dividing the total from paragraph (A) by the sum of the totals from paragraph (A) for all community colleges.

(C) Multiplying the amount from paragraph (B) by the amount allocated for the economic development stipend pursuant to clause (1.6)(ii).

The number of full-time equivalent students shall be determined based upon the final mid-year rebudget submitted by a community college for the prior fiscal year. Such rebudget shall be submitted, as required by the Department of Education, no later than May 31, 2006, and May 31 of each year thereafter.

(iii) For the 2006-2007 and 2007-2008 fiscal years, the following shall apply:

(A) Full-time equivalent students enrolled in stipend advanced technology programs shall be counted as full-time equivalent students enrolled in high priority and high instructional cost occupation programs for the purpose of the calculation in subclause (ii).

(B) Full-time equivalent students enrolled in stipend Statewide programs shall be counted as full-time equivalent students enrolled in high priority occupation programs for the purpose of the calculation in subclause (ii).

(C) Full-time equivalent students enrolled in other stipend occupational programs and workforce development courses shall be counted as full-time equivalent students enrolled in noncredit workforce development courses for the purpose of the calculation in subclause (ii).

(D) For reimbursement for any semester that begins on or after January 1, 2006, this subclause shall only apply for students who were enrolled in such programs during the fall 2005 semester.

(1.8) (i) The Department of Education shall annually approve high priority and high instructional cost occupation programs, high priority occupation programs and noncredit workforce development courses.

(ii) In order to qualify as a high priority and high instructional cost occupation program, the program must:

(A) Provide training:

(I) in a high priority occupation as defined by the Center for Workforce Information and Analysis within the Department of Labor and Industry; or

(II) in an occupation designed to meet regional workforce needs as documented through collaboration with one or more employers.

(B) Bear an instructional cost to the community college, per full-time-equivalent student, of at least one hundred thirty percent (130%) of the average cost per full-time-equivalent student enrolled in the community college's credit courses.

Instructional costs shall be defined by the Department of Education and may include personnel, equipment, curricula and other costs necessary for the program.

(iii) In order to qualify as a high priority occupation program or a noncredit workforce development course, the high priority occupation program or noncredit workforce development course must:

(A) provide training in a high priority occupation as defined by the Center for Workforce Information and Analysis within the Department of Labor and Industry; or

(B) provide training in an occupation designed to meet regional workforce needs as documented through collaboration with one or more employers.

(iv) In order to qualify under subclause (ii)(A)(II) or (iii)(B), the community college shall submit an application to the Department of Education. The application shall contain:

(A) Evidence of collaboration with one or more employers.

(B) Information as to the nature of the proposed program.

(C) Evidence as to how the program will increase workforce opportunities for participants.

(v) The Department of Education shall:

(A) Determine the form and manner by which applications are to be submitted under subclause (iv).

(B) Approve or reject applications received pursuant to subclause (iv) within twenty (20) days of receipt of a completed application; otherwise such applications will be deemed approved.

(C) Annually publish guidelines listing criteria and establishing the approval process for programs and courses under this clause.

* * *

(c) (1) Capital expenses shall mean only such expenses as are incurred with the approval of the Department of Education for amortization of the purchase of lands; purchase, construction or improvement of buildings for administrative and instructional purposes, including libraries; the lease of lands or buildings, or for rentals to an authority for the same purpose; and, prior to July 1, 2005, for the purchase, lease or rental of capital equipment and furniture used for instructional or administrative purposes. Capital expenses shall include library books and complementary audio-visual equipment purchased during the first five years after establishment. On or after July 1, 2005, capital expenses may include such expenses as are incurred with the approval of the Department of Education for the purchase, lease or rental of capital equipment and furniture used for instructional or administrative purposes. For the purpose of calculating the Commonwealth's share of operating, and capital costs incurred prior to the actual admission of students to a community college, all such costs shall be interpreted as capital costs. No costs and expenses incurred in the establishment, construction, operation or maintenance of dormitories, or the equipment or furnishings for such purposes, shall be included in capital expenses or operating costs for purposes of Commonwealth reimbursement.

(2) The provisions of this subsection shall not prevent the Commonwealth from reimbursing a community college for capital expenses incurred prior to the effective date of this act. Such reimbursement must have approval of the Secretary of Education.

(3) Notwithstanding any other provision of this act, a community college may use a portion of its payment of approved

operating expenses for capital expenses not otherwise reimbursed by the Department of Education.

(c.1) Notwithstanding any provision of law to the contrary, two or more community colleges may jointly enter into a financing arrangement through the State Public School Building Authority for the purchase, lease or construction of capital projects deemed necessary by the community colleges. The terms and conditions of the financing arrangement shall be consistent with the terms and conditions set forth in the act of July 5, 1947 (P.L.1217, No.498), known as the "State Public School Building Authority Act."

* * *

(k) For fiscal years up to and including the 2004-2005 fiscal year, audits of community colleges shall be conducted as follows:

(1) Unless otherwise prescribed by the State Board of Education, the Commonwealth's fiscal audits of community colleges under this section shall be conducted in accordance with "Government Auditing Standards," latest revision, promulgated by the United States General Accounting Office. Written audit reports will be produced and will be sent to the community college by the Commissioner of Postsecondary/Higher Education. Any cost disallowed under findings contained in the audit report shall be considered an adjudication within the meaning of 2 Pa.C.S. (relating to administrative law and procedure) and regulations promulgated thereunder.

(2) The Secretary of Education is hereby specifically authorized and shall be required to resolve audit findings involving disallowed costs that are contested by community colleges except for audit findings that involve mathematical

errors, violation of regulations or alleged illegal activities. The proposed resolution of the Secretary of Education shall not be subject to the provisions of 2 Pa.C.S. The Secretary of Education's notice to resolve audit findings shall be sent to the community college in writing. The Secretary of Education may resolve the audit findings by reducing the disallowed costs related thereto in whole or in part.

(3) The Secretary of Education's notice to resolve an audit finding by reducing or eliminating the disallowed costs must be made contingent upon the community college developing and implementing a corrective action plan to address the audit finding. The community college must submit a corrective action plan to the Secretary of Education within 60 days after receipt of the Secretary of Education's written notice to resolve the audit finding. The Secretary of Education shall approve, reject or alter the plan submitted by the community college within thirty (30) days of submission. After the community college receives written notice of approval or agrees in writing to the Secretary of Education's alterations of the corrective action plan, said plan shall be implemented and shall be binding on the community college. Implementation of the approved or agreed upon corrective action plan will be verified by an audit conducted by the department no later than the end of the fiscal year following the fiscal year during which the plan is implemented. If no agreed upon corrective action plan is in place within one year after the date of the Secretary of Education's written notice to resolve audit findings or if the agreed upon corrective action has not been implemented within one year after the date of the Secretary of Education's written notice to resolve the audit findings, then the Secretary of Education is

authorized to adjust payments to the community college to collect any amounts due based upon the findings contained in the audit report that was issued to the college by the commissioner.

(4) The department shall deduct any amounts due the Commonwealth as a result of audit findings that are resolved under this subsection from any future payment due to the community college from the Commonwealth. The Secretary of Education is authorized to approve a payment schedule in cases where immediate repayment of the full amount due the Commonwealth would jeopardize the ability of the community college to continue operations.

(5) Resolution authority provided to the Secretary of Education in this subsection shall be limited to disallowed cost findings relating to policy and/or administrative practices. The resolution authority shall not be used for audit findings in which the audited community college data and documentation is in error, where a violation of applicable law or regulation is found or where criminal violations are suspected by the Commonwealth auditors and brought to the Secretary of Education's attention in writing. Notwithstanding the limitations of this subsection, until June 30, 1995, the Secretary of Education is authorized to resolve audit findings involving disallowed costs for fiscal years prior to and including 1992-1993 when such disallowed costs result from violation of regulations.

(6) The department, through the Secretary of Education, is authorized to issue guidelines for the operation of the community college educational and financial programs. The department shall amend these guidelines on an annual basis to reflect the department's position on issues that require

resolution under this subsection.

(7) The provisions of subsection (d) are repealed insofar as they are inconsistent with the provisions of this subsection.

(k.1) (1) By January 1, 2007, and January 1 of each year thereafter, a community college shall submit to the department an audited financial statement for the immediately preceding fiscal year. The audited financial statement shall be consistent with the generally accepted accounting principles prescribed by the National Association of College and University Business Officers or its successor, by the American Institute of Certified Public Accounts or its successor or by any other recognized authoritative body and consistent with the financial reporting policies and standards promulgated by Federal Government and State government which apply to community colleges: Provided, that an audited financial statement shall not be acceptable if the audit is conducted by an employe or member of the board of trustees of the community college or by an organization or firm associated with any employe or member of the board of trustees of the community college. The Department of Education may withhold funds appropriated to community colleges as necessary to ensure that audit reports are submitted in the prescribed fashion.

(2) The audited financial statement required under clause (1) shall include:

(i) results of the tests of the community college's accounting records and other procedures that are considered necessary to enable the independent certified public accountant to express an opinion as to whether the community college's financial statements are fairly presented, in all material respects, consistent with the accounting principles set forth in

clause (1);

(ii) a schedule of operating expenses that presents all operating expenses pertaining to the community college's educational program; and

(iii) a verification of equivalent full-time students enrolled in the community college in each of the following categories: credit, noncredit and each economic development stipend category, during the fiscal year for which the audited financial statement is presented.

(3) The department shall review the audited financial statement of a community college to determine whether the State funds allocated to the community college have been expended in accordance with the accounting principles set forth in clause (1). The department shall have ninety (90) days from the receipt of an audited financial statement to review the audited financial statement and notify the community college of any material failure to meet the requirements of this subsection.

(4) A community college that receives notice from the department under clause (3) shall have ninety (90) days from the receipt of such notice to submit a corrective action plan to the department.

(5) The department shall approve, reject or alter the corrective action plan within thirty (30) days of submission. After the community college receives written notice of approval of the corrective action plan or agrees in writing to the department's alterations of the corrective action plan, the plan shall be implemented and binding on the community college. Implementation of the approved or agreed upon corrective action plan shall be verified by an audit conducted by the department no later than the end of the fiscal year following the fiscal

year during which the plan is implemented. If no agreed upon corrective action plan is in place within one year after the date of the department's written notice under clause (4) or if the agreed upon corrective action plan has not been implemented within one year after the date of the department's written notice under clause (4), then the department shall adjust payments to the community college to collect any amounts due based upon the findings contained in the audit report.

(6) The State Board of Education shall promulgate final-omitted regulations, pursuant to the act of June 25, 1982 (P.L.633, No.181), known as the "Regulatory Review Act," as necessary to implement this subsection.

* * *

Section 16. The act is amended by adding sections to read:

Section 1917-A. Community College Capital Fund.--(a) The Community College Capital Fund is hereby established as a separate fund in the State Treasury for the purpose of making payments to community colleges for capital expenses approved under section 1913-A(b)(4). The moneys of the fund are hereby appropriated to the Department of Education to carry out the provisions of this section.

(b) The Community College Capital Fund shall consist of all funds appropriated and allocated during the 2005-2006 fiscal year and each fiscal year thereafter for capital expenses approved for payment by the Department of Education under section 1913-A(b)(4).

(c) At the end of each fiscal year, any unencumbered funds shall not lapse to the General Fund and shall be available for payment of any capital expenses approved under section 1913-A(b)(4) in any subsequent fiscal year.

(d) Payments for capital expenses approved under section 1913-A(b)(4) shall be limited to the total amount of funds included in the Community College Capital Fund.

Section 1918-A. Annual Report.--(a) No later than January 1, 2006, the Department of Education shall, in consultation with the community colleges, complete development of a format for collecting uniform data relative to the operations of community colleges. The data shall be used in making an annual report to the Governor and the chairmen and minority chairmen of the Appropriations and Education Committees of the Senate and the chairmen and minority chairmen of the Appropriations and Education Committees of the House of Representatives. The report and the data shall be made available to the Governor and the committees via electronic transmission. The report shall cover the immediately preceding academic year and shall include, but not be limited to:

(1) Demographic and program data including information on full-time and part-time faculty and student enrollments, in total and within curricular areas; dual enrollment participation; credit hours taught by faculty; distance learning courses offered; articulation agreements with higher education institutions; numbers and courses with fewer than twenty (20) students; numbers and courses with more than fifty (50) students.

(2) Student progress and achievement measures including; retention rates; first time, full-time graduation rates after two, three and four years; passing rates on certification and licensure examinations; number of students employed within one year of program completion; placement into additional education or employment in the student's field of study.

(3) Economic and workforce development measures including: employer satisfaction; customized job training offerings; employment status; and numbers of businesses and organizations served.

(b) Where available, data shall be disaggregated by categories including gender, race and age.

(c) The Department of Education, in consultation with the community colleges, shall annually review the uniform data collection format and make any revisions deemed necessary.

(d) Reports required under this section shall be submitted prior to September 1, 2006, and September 1 of each year thereafter.

Section 17. Section 2015-A of the act, added November 12, 1982 (P.L.660, No.188), is amended to read:

Section 2015-A. Annual Audit.--(a) The activities of the system under this article shall be subject to the audit of the Department of the Auditor General, but the system shall not be required to pay a fee for any such audit. It shall make an annual report to the State board and to the General Assembly showing its condition at the end of the Commonwealth's fiscal year.

(b) The system shall report its financial statements in accordance with generally accepted accounting principles as prescribed by the National Association of College and University Business Officers, the American Institute of Certified Public Accountants or any other recognized authoritative body, as well as applicable policy and standards promulgated by the Commonwealth and the Federal Government.

Section 18. Sections 2003-B(c) and (d) and 2006-B(a)(1) of the act, amended December 23, 2003 (P.L.304, No.48), are amended

to read:

Section 2003-B. Qualification and application.

* * *

(c) Scholarship organizations and pre-kindergarten scholarship organizations.--A scholarship organization or pre-kindergarten scholarship organization must certify to the department that the organization is eligible to participate in the program established under this article[.] and must agree to annually report the following information to the department by December 1, 2005, and September 1 of each year thereafter:

(1) (i) The number of scholarships awarded during the immediately preceding school year to eligible pre-kindergarten students.

(ii) The total and average amounts of the scholarships awarded during the immediately preceding school year to eligible pre-kindergarten students.

(iii) The number of scholarships awarded during the immediately preceding school year to eligible students in grades K through 8.

(iv) The total and average amounts of the scholarships awarded during the immediately preceding school year to eligible students in grades K through 8.

(v) The number of scholarships awarded during the immediately preceding school year to eligible students in grades 9 through 12.

(vi) The total and average amounts of the scholarships awarded during the immediately preceding school year to eligible students in grades 9 through 12.

(vii) Where the scholarship organization or pre-kindergarten scholarship organization collects

information on a county-by-county basis, the total number and the total amount of scholarships awarded during the immediately preceding school year to residents of each county in which the scholarship organization or pre-kindergarten scholarship organization awarded scholarships.

(2) The information required under paragraph (1) shall be submitted on a form provided by the department. No later than September 1, 2005, and May 1 of each year thereafter, the department shall annually distribute such sample forms, together with the forms on which the reports are required to be made, to each listed scholarship organization and pre-kindergarten scholarship organization.

(3) The department may not require any other information to be provided by scholarship organizations or pre-kindergarten scholarship organizations, except as expressly authorized in this article.

(d) Educational improvement organization.--

(1) An application submitted by an educational improvement organization must describe its proposed innovative educational program or programs in a form prescribed by the department. The department shall consult with the Department of Education as necessary. The department shall review and approve or disapprove the application. In order to be eligible to participate in the program established under this article, an educational improvement organization must agree to annually report the following information to the department by December 1, 2005, and September 1 of each year thereafter:

(i) The name of the innovative educational program

or programs and the total amount of the grant or grants made to those programs during the immediately preceding school year.

(ii) A description of how each grant was utilized during the immediately preceding school year and a description of any demonstrated or expected innovative educational improvements.

(iii) The names of the public schools and school districts where innovative educational programs that received grants during the immediately preceding school year were implemented.

(iv) Where the educational improvement organization collects information on a county-by-county basis, the total number and the total amount of grants made during the immediately preceding school year for programs at public schools in each county in which the educational improvement organization made grants.

(2) The information required under paragraph (1) shall be submitted on a form provided by the department. No later than September 1, 2005, and May 1 of each year thereafter, the department shall annually distribute such sample forms, together with the forms on which the reports are required to be made, to each listed educational improvement organization.

(3) The department may not require any other information to be provided by educational improvement organizations, except as expressly authorized in this article.

* * *

Section 2006-B. Limitations.

(a) Amount.--

(1) The total aggregate amount of all tax credits

approved shall not exceed [$40,000,000] $44,000,000 in a fiscal year. No less than [$26,666,666] $29,333,333 of the total aggregate amount shall be used to provide tax credits for contributions from business firms to scholarship organizations. No less than [$13,333,333] $14,666,666 of the total aggregate amount shall be used to provide tax credits for contributions from business firms to educational improvement organizations.

* * *

Section 19. Section 2501(9.4) of the act, added July 8, 1989 (P.L.253, No.43), is amended and the section is amended by adding a clause to read:

Section 2501. Definitions.--For the purposes of this article the following terms shall have the following meanings:

* * *

(9.4) "Municipal Equalized Millage." A city of the first through third class tax effort to be used for reimbursement under subsections (d) and (e) of section 2502 and section 2502.11 shall be the amount of municipal taxes collected and reported to the Department of Community [Affairs] and Economic Development divided by the real property valuation of the municipality for the most recent year for which both municipality tax and real property valuation are available.

* * *

(24) "Current Expenditure per Average Daily Membership." An amount equal to a school district's current expenditures for a school year to include General Fund expenditures in the functional classifications of instruction, support services and operation of non-instructional services, as designated in the Manual of Accounting and Related Financial Procedures for

Pennsylvania School Systems, divided by the average daily membership of the school district for the same school year.

Section 20. Section 2502.13 of the act, amended July 4, 2004 (P.L.536, No.70), is amended to read:

Section 2502.13. Small District Assistance.--(a) For the 1984-1985 and 1985-1986 school years, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and has a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater, an amount equal to fifty dollars ($50) multiplied by that district's average daily membership. For the 1985-1986 school year, no school district shall receive less on account of this section than it did for the 1984-1985 school year.

(b) For the school year 1986-1987, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and has a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater, or received payments under this section for the 1985-1986 school year, an amount equal to seventy-five dollars ($75) multiplied by that district's average daily membership.

(c) For the school year 1987-1988, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater, or received payments under this section for the 1986-1987 school year, an amount equal to eighty-five dollars ($85) multiplied by that district's average daily membership.

(d) For the school year 1988-1989, the Commonwealth shall

pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater, or received payments under this section for the 1987-1988 or 1988-1989 school year, an amount equal to one hundred five dollars ($105).

(e) For the school year 1989-1990, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater, or received payments under this section for the 1987-1988 school year, an amount equal to one hundred fifteen dollars ($115) multiplied by the district's average daily membership as provided for in section 212 of the act of July 1, 1990 (P.L.1591, No.7A), known as the "General Appropriation Act of 1990." For the school year 1990-1991, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater, or received payments under this section for the prior school year, an amount equal to one hundred seventy dollars ($170) multiplied by that district's average daily membership.

(f) For the school year 1990-1991, each school district with a population per square mile of less than ninety (90), which otherwise meets the average daily membership and market value/income aid ratio requirements of this section, or received payments under this section for the prior school year, shall instead receive an amount equal to one hundred ninety dollars ($190) multiplied by that district's average daily membership.

(g) For the 1987-1988 school year through the 1990-1991 school year, no school district shall receive less on account of this section than it did for the prior school year. For the school year 1994-1995, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater, an amount equal to ninety five dollars ($95) multiplied by that district's average daily membership.

(h) For each of the school years 1997-1998 through 1999-2000, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater an amount equal to seventy-five dollars ($75) multiplied by that district's average daily membership.

(i) For the school years 2000-2001, 2001-2002 and 2002-2003, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less an amount equal to seventy-five dollars ($75) multiplied by that district's average daily membership.

(j) For the school year 2003-2004, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less an amount equal to seventy-five dollars ($75) multiplied by that district's average daily membership. For the school year 2003-2004, the Commonwealth shall pay an additional amount to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten-thousandths (0.5000) or greater

an amount equal to fifty dollars ($50) multiplied by that district's average daily membership.

(k) For the school year 2004-2005, the Commonwealth shall pay to each school district which has an average daily membership of one thousand five hundred (1,500) or less and a market value/income aid ratio of five thousand ten thousandths (0.5000) or greater an amount equal to forty-five dollars ($45) multiplied by that district's average daily membership.

Section 21. Section 2502.30 of the act, reenacted and amended July 4, 2004 (P.L.536, No.70), is reenacted to read:

Section 2502.30. Temporary Special Aid to School Districts.--(a) Temporary special aid shall be paid in fiscal years 1994-1995, 1995-1996, 1996-1997, 1997-1998, 1998-1999, 1999-2000, 2001-2002, 2002-2003 and 2003-2004 to school districts experiencing a severe reduction in local revenue due to a decline in the assessed value of taxable properties. The allocation to these districts shall be determined by multiplying the reduction in assessed value between 1985-1986 and 1992-1993 by the 1992-1993 real estate millage rate. This aid shall be paid from undistributed funds not expended, encumbered or committed from appropriations for grants and subsidies made to the Department of Education. No other funds shall be used for assistance under this section. These funds shall be sufficient to provide temporary relief to seven school districts in fiscal year 1995-1996 at seventy-five per centum (75%) of the funds received in fiscal year 1994-1995, in fiscal year 1996-1997 at fifty per centum (50%) of the funds received in fiscal year 1994-1995, in fiscal year 1997-1998, 1998-1999 and in fiscal year 1999-2000 at twenty-five per centum (25%) of the funds received in fiscal year 1994-1995. For fiscal years 2001-2002,

2002-2003 and 2003-2004 to the extent funds are available as determined by the Secretary of the Budget, qualifying school districts shall receive twenty-five per centum (25%) of the funds received in fiscal year 1994-1995.

(a.1) (1) Temporary special aid shall be paid in fiscal year 2004-2005 out of the appropriation for basic education funding to school districts to certain school districts that have experienced severe increases in average daily membership and in market value/income aid ratio. To qualify for temporary special aid under this subsection, the school district's 2004-2005 market value/income aid ratio must be greater than five thousand two hundred ten thousandths (0.5200), the increase from the school district's 1991-1992 average daily membership to its 2003-2004 average daily membership must be equal to or greater than eighteen per centum (18%) and the increase from the school district's 1991-1992 market value/income aid ratio to its 2003-2004 market value/income aid ratio must be equal to or greater than fifteen per centum (15%).

(2) The allocation to a qualifying school district under this subsection shall be determined by:

(i) Subtracting the school district's 1991-1992 average daily membership from its 2003-2004 average daily membership.

(ii) Multiplying the difference from subparagraph (i) by eight million five hundred thousand dollars ($8,500,000).

(iii) Dividing the product from subparagraph (ii) by the sum of the differences from subparagraph (i).

(a.2) (1) Temporary special aid shall be paid in fiscal year 2004-2005 out of the appropriation for basic education funding to school districts to certain school districts that have extremely high local tax effort. To qualify for temporary

special aid under this subsection, the school district's 2002 equalized millage rate must be equal to or greater than thirty-three (33) equalized mills and its 2004-2005 market value/income aid ratio must be equal to or greater than six thousand four hundred ten thousandths (0.6400).

(2) The allocation to a qualifying school district under this subsection shall be determined by:

(i) Multiplying the school district's 2003-2004 average daily membership by seven hundred fifty thousand dollars ($750,000).

(ii) Dividing the product from subparagraph (i) by the 2003-2004 average daily membership for all qualifying school districts.

(b) Payments made pursuant to subsection (a) shall be paid from a restricted receipt account, which is hereby established, for such payments. Funds shall be transferred by the Secretary of the Budget to the restricted account only to the extent necessary to make the payments authorized by this section. The money in the restricted account is hereby appropriated from the account for purposes of this section.

(c) This section shall expire June 30, 2005.

Section 22. The act is amended by adding a section to read:

<u>Section 2502.44. Basic Education Funding for 2004-2005 School Year.--For the 2004-2005 school year, the Commonwealth shall pay to each school district a basic education funding allocation which shall consist of the following:</u>

<u>(1) An amount equal to the basic education funding allocation for the 2003-2004 school year pursuant to sections 2502.13, 2502.30(a.1) and (a.2), 2502.43 and 2504.4.</u>

<u>(2) Where the school district received a grant under section</u>

1709-B during the 2004-2005 school year, but is not eligible to receive such a grant during the 2005-2006 school year, an amount equal to the grant amount it received during the 2004-2005 school year multiplied by fifty percent (50%).

(3) An amount equal to any payment made pursuant to section 2502.10 during the 2004-2005 school year.

(4) A base supplement calculated as follows:

(i) If the school district's 2005-2006 market value/income aid ratio is equal to or greater than seven thousand ten-thousandths (.7000):

(A) Multiply the school district's 2005-2006 market value/income aid ratio by its 2004-2005 average daily membership.

(B) Multiply the product from clause (A) by twelve million five hundred thousand dollars ($12,500,000).

(C) Divide the product from clause (B) by the sum of the products of the 2005-2006 market value/income aid ratio multiplied by the 2004-2005 average daily membership for all qualifying school districts.

(ii) If the school district's 2005-2006 market value/income aid ratio is equal to or greater than five thousand ten-thousandths (.5000) and less than seven thousand ten-thousandths (.7000):

(A) Multiply the school district's 2005-2006 market value/income aid ratio by its 2004-2005 average daily membership.

(B) Multiply the product from clause (A) by forty million dollars ($40,000,000).

(C) Divide the product from clause (B) by the sum of the products of the 2005-2006 market value/income aid ratio

multiplied by the 2004-2005 average daily membership for all qualifying school districts.

(iii) If the school district's 2005-2006 market value/income aid ratio is less than five thousand ten-thousandths (.5000):

(A) Multiply the school district's 2005-2006 market value/income aid ratio by its 2004-2005 average daily membership.

(B) Multiply the product from clause (A) by five million five hundred thousand dollars ($5,500,000).

(C) Divide the product from clause (B) by the sum of the products of the 2005-2006 market value/income aid ratio multiplied by the 2004-2005 average daily membership for all qualifying school districts.

(5) A temporary special assistance supplement for qualifying school districts as follows:

(i) To qualify for the temporary special assistance supplement, the school district's 2003-2004 current expenditure per average daily membership must be less than ninety-seven and eight tenths percent (97.8%) of the 2003-2004 median current expenditure per average daily membership.

(ii) The temporary special assistance supplement shall be calculated for qualifying school districts as follows:

(A) Multiply the school district's 2004-2005 average daily membership by its 2005-2006 market value/income aid ratio.

(B) Multiply the product from clause (A) by the lesser of:

(1) thirty-five dollars ($35); or

(2) the difference between the value of ninety-seven and eight tenths (97.8%) percent of the 2003-2004 median current expenditure per average daily membership and the school district's 2003-2004 current expenditure per average daily

membership.

(iii) If a qualifying school district's 2003 equalized millage is equal to or greater than twenty and seven tenths (20.7) equalized mills and less than twenty-four and two tenths (24.2) equalized mills, it shall receive an additional payment calculated as follows:

(A) Multiply the school district's 2004-2005 average daily membership by the school district's 2005-2006 market value/income aid ratio.

(B) Multiply the product from clause (A) by forty-five dollars ($45).

(iv) If a qualifying school district's 2003 equalized millage is equal to or greater than twenty-four and two tenths (24.2) equalized mills, it shall receive an additional payment calculated as follows:

(A) Multiply the school district's 2004-2005 average daily membership by the school district's 2005-2006 market value/income aid ratio.

(B) Multiply the product from clause (A) by fifty-five dollars ($55).

(v) A school district that qualifies for the temporary special assistance supplement under this paragraph shall receive an amount equal to the sum of the amounts under subparagraphs (ii), (iii) and (iv).

(6) A poverty supplement calculated for qualifying school districts as follows:

(i) To qualify for the poverty supplement, a school district's 2005-2006 market value/income aid ratio must be equal to or greater than six thousand five hundred ten-thousandths (.6500) and its personal income valuation, when divided by its

2004-2005 average daily membership, must be equal to or less than one hundred five thousand dollars ($105,000).

(ii) The poverty supplement shall be calculated for qualifying school districts as follows:

(A) Multiply the school district's 2004-2005 average daily membership by seventeen million dollars ($17,000,000).

(B) Divide the product from clause (A) by the sum of the 2004-2005 average daily membership for all qualifying school districts.

(7) A tax effort supplement calculated for qualifying school districts as follows:

(i) To qualify for the tax effort supplement, a school district's 2003 equalized millage must be equal to or greater than twenty and eight tenths (20.8) equalized mills.

(ii) The tax effort supplement shall be calculated for qualifying school districts as follows:

(A) Multiply the school district's 2004-2005 average daily membership by nine million dollars ($9,000,000).

(B) Divide the product from clause (A) by the sum of the 2004-2005 average daily membership for all qualifying school districts.

(8) A growth supplement calculated for qualifying school districts as follows:

(i) To qualify for the growth supplement, a school district's 2004-2005 average daily membership must be greater than its 2003-2004 average daily membership.

(ii) The growth supplement shall be calculated for qualifying school districts as follows:

(A) Subtract the school district's 2003-2004 average daily membership from its 2004-2005 average daily membership and

multiply the difference by its 2005-2006 market value/income aid ratio.

(B) Multiply the difference from clause (A) by nine million five hundred thousand dollars ($9,500,000).

(C) Divide the product from clause (B) by the sum of the differences from clause (A) for all qualifying school districts.

(9) Each school district shall receive additional funding as necessary so that the sum of the amounts under section 2502.13 and paragraphs (4), (5), (6), (7) and (8) and this paragraph shall equal at least two percent (2%) of the amount in paragraph (1).

Section 23. Section 2504.4 of the act is amended by adding a subsection to read:

Section 2504.4. Payments on Account of Limited English Proficiency Programs.--* * *

(a.1) To qualify for limited English proficiency payments under this section for the 2004-2005 school year, a school district's 2005-2006 market value/income aid ratio must be greater than or equal to three thousand ten thousandths (0.3000) and the number of enrolled students identified as limited English proficient in the 2003-2004 school year must be no less than two percent (2%) of the school district's 2003-2004 average daily membership. The allocation to a qualified school district under this section shall be paid in fiscal year 2005-2006 out of the appropriation for basic education funding to school districts and determined by:

(1) multiplying the number of enrolled students identified as limited English proficient in the 2003-2004 school year in a qualified school district by three million dollars ($3,000,000); and

(2) dividing the product from paragraph (1) by the total number of enrolled students identified as limited English proficient in all qualified school districts.

* * *

Section 24. Sections 2509.1 and 2509.5 of the act are amended by adding subsections to read:

Section 2509.1. Payments to Intermediate Units.--* * *

(b.13) Up to ten million two hundred fifty thousand dollars ($10,250,000) may be utilized for programs administered and operated by intermediate units during the 2005-2006 school year for institutionalized children as established in subsection (b.1).

* * *

Section 2509.5. Special Education Payments to School Districts.--* * *

(pp) During the 2005-2006 school year, each school district shall be paid the amount it received during the 2004-2005 school year under subsections (nn) and (oo).

(qq) (1) During the 2005-2006 school year, twenty-one million one hundred forty-one thousand four hundred forty-three dollars ($21,141,443) of the funds appropriated to the Department of Education for special education shall be used to provide supplemental funding for special education to school districts under this subsection.

(2) Each school district shall receive a funding supplement calculated as follows:

(i) multiply each school district's 2005-2006 market value/income aid ratio by sixteen percent (16%) of its 2004-2005 average daily membership;

(ii) multiply the product from subclause (i) by twenty

million dollars ($20,000,000); and

(iii) divide the resultant product from subclause (ii) by the sum of the products of the 2005-2006 market value/income aid ratio multiplied by sixteen percent (16%) of the 2004-2005 average daily membership for all school districts.

(3) Each school district for which the supplement under clause (2) provides an amount less than two percent (2%) of the sum of the amounts provided under subsections (nn) and (oo) shall receive additional funding as necessary so that the sum of the amounts provided under clause (2) and this clause equals two percent (2%) of the sum of the amounts provided under subsections (nn) and (oo).

Section 25. The act is amended by adding a section to read:

Section 2552.1. Effect of Failure to File Reports.--(a) The Department of Education shall order the forfeiture of three hundred dollars ($300) per day by a school district, charter school, area vocational-technical school or intermediate unit that does not submit its annual financial report and annual budget to the Department of Education within thirty (30) days of the submittal date established by the Department of Education. The forfeiture shall continue until a report and annual budget that meet established criteria are submitted. The Department of Education shall deduct the amount of the forfeiture from any and all State payments made to the school district, charter school, area vocational-technical school or intermediate unit.

(b) The Department of Education shall order the forfeiture of three hundred dollars ($300) per day by a school district, charter school, area vocational-technical school or intermediate unit that does not submit its pupil membership/child accounting reports within thirty (30) days of the submittal date

established by the Department of Education. The forfeiture shall continue until a report that meets established criteria is submitted. The Department of Education shall deduct the amount of the forfeiture from any and all State payments made to the school district, charter school, area vocational-technical school or intermediate unit.

(c) The Secretary of Education may waive the forfeiture requirements under subsection (a) or (b) if the Secretary of Education is satisfied that extenuating circumstances exist.

(d) In addition to the forfeiture provided under subsections (a) and (b) and notwithstanding any other provision of law to the contrary, the Department of Education may initiate the following professional disciplinary actions against a chief school administrator in accordance with the provisions and procedures set forth in the act of December 12, 1973 (P.L.397, No.141), known as the "Professional Educator Discipline Act," for failure to submit the annual financial report and annual budget or pupil membership/child accounting reports within sixty (60) days of the submittal date established by the Department of Education:

(1) Action to suspend for a period of one year the letter of eligibility of a superintendent for the first violation of this subsection.

(2) Action to suspend for a period of one year or revoke the letter of eligibility of a superintendent for the second or subsequent violation of this subsection.

(3) Action to suspend for a period of one year the relevant administrative certificate held by a chief school administrator of a school entity, as the term "school entity" is defined by the "Professional Educator Discipline Act" for the first

violation of this subsection.

(4) Action to suspend for a period of one year or revoke the relevant administrative certificate held by a chief school administrator of a school entity, as the term "school entity" is defined by the "Professional Educator Discipline Act" for the second or subsequent violation of this subsection.

(5) In the event that the chief school administrator is not certified/certificated, action to prohibit the individual from being employed in a similar position, including the temporary rescission of any letters of eligibility or waivers to hold such position, for a period of one year for the first violation of this subsection.

(6) In the event that the chief school administrator is not certified/certificated, action to prohibit the individual from being employed in a similar position, including rescission of any letters of eligibility or waivers to hold such position, or temporary rescission of any letters of eligibility or waivers to hold such position for a period of one year, for the second or subsequent violation of this subsection.

Section 26. Section 2574(e) of the act, amended July 10, 1987 (P.L.286, No.50), is amended, subsections (b) and (c) are amended by adding paragraphs and the section is amended by adding subsections to read:

Section 2574. Approved Reimbursable Rental for Leases Hereafter Approved and Approved Reimbursable Sinking Fund Charges on Indebtedness.--* * *

(b) For new school buildings the approved building construction cost shall be the lesser of

* * *

(4) For school buildings for which the general construction

contract is awarded subsequent to January 1, 2005, and for approved school building projects for which the general construction contract was awarded but for which a lease or general obligation bond resolution was not approved by the Department of Education prior to January 1, 2005, the product of the rated pupil capacity as determined by the Department of Education at the time the project is approved and (i) four thousand seven hundred dollars ($4,700) in the case of elementary schools, (ii) six thousand two hundred dollars ($6,200) in the case of secondary schools, (iii) an amount in the case of combined elementary-secondary schools obtained by multiplying the rated elementary pupil capacity by four thousand seven hundred dollars ($4,700) and the rated secondary pupil capacity by six thousand two hundred dollars ($6,200) and dividing the sum by the total rated pupil capacity.

(b.1) For school buildings constructed and based on an approved school facility design received from the Department of Education's school facility design clearinghouse, for which the general construction contract is awarded subsequent to January 1, 2005, and for approved school building projects for which the general construction contract was awarded but for which a lease or general obligation bond resolution was not approved by the Department of Education prior to January 1, 2005, the approved building construction cost shall additionally include the product of the rated pupil capacity as determined by the Department of Education at the time the project is approved and (i) four hundred seventy dollars ($470) in the case of elementary schools, (ii) six hundred twenty dollars ($620) in the case of secondary schools, (iii) an amount in the case of combined elementary-secondary schools obtained by multiplying

the rated elementary pupil capacity by four hundred seventy dollars ($470) and the rated secondary pupil capacity by six hundred twenty dollars ($620) and dividing the sum by the total rated pupil capacity.

(c) For additions or alterations to existing buildings approved building construction cost shall be the lesser of

* * *

(4) For school buildings for which the general construction contract is awarded subsequent to January 1, 2005, and for approved school building projects for which the general construction contract was awarded but for which a lease or general obligation bond resolution was not approved by the Department of Education prior to January 1, 2005, the difference obtained by subtracting the appraisal value of the existing building from the product of the rated pupil capacity of the altered or expanded building as determined by the Department of Education at the time the project is approved and (i) four thousand seven hundred dollars ($4,700) in the case of elementary schools, (ii) six thousand two hundred dollars ($6,200) in the case of secondary schools, (iii) an amount in the case of combined elementary-secondary schools obtained by multiplying the rated elementary pupil capacity by four thousand seven hundred dollars ($4,700) and the rated secondary pupil capacity by six thousand two hundred dollars ($6,200) and dividing the sum by the total rated pupil capacity of the altered or expanded building.

* * *

(c.3) For school buildings for which the general construction contract is awarded on or after January 1, 2005, and for approved school building projects for which the general

construction contract was awarded but for which a lease or general obligation bond resolution was not approved by the Department of Education prior to January 1, 2005, and where the general construction contract alters or adds to an existing school building, the approved building construction cost shall additionally include the difference obtained by subtracting the appraisal value of the existing building from the product of the rated pupil capacity of the altered or expanded building as determined by the Department of Education at the time the project is approved and (i) four hundred seventy dollars ($470) in the case of elementary schools, (ii) six hundred twenty dollars ($620) in the case of secondary schools, (iii) an amount in the case of combined elementary-secondary schools obtained by multiplying the rated elementary pupil capacity by four hundred seventy dollars ($470) and the rated secondary pupil capacity by six hundred twenty dollars ($620) and dividing the sum by the total rated pupil capacity.

(c.4) For school buildings for which the general construction contract is awarded on or after January 1, 2005, and for approved school building projects for which the general construction contract was awarded but for which a lease or general obligation bond resolution was not approved by the Department of Education prior to January 1, 2005, and where the school building receives a silver, gold or platinum certification from the United States Green Building Council's Leadership in Energy and Environmental Design Green Building Rating System on or after January 1, 2005, the Department of Education shall adjust the approved building construction cost to additionally include the product of the rated pupil capacity as determined by the Department of Education at the time the

project is approved and (i) four hundred seventy dollars ($470) in the case of elementary schools, (ii) six hundred twenty dollars ($620) in the case of secondary schools, (iii) an amount in the case of combined elementary-secondary schools obtained by multiplying the rated elementary pupil capacity by four hundred seventy dollars ($470) and the rated secondary pupil capacity by six hundred twenty dollars ($620) and dividing the sum by the total rated pupil capacity. The Department of Education in consultation with the Governor's Green Government Council shall issue guidelines to carry out this section.

(c.5) Reimbursement for an approved school construction project shall not exceed total project costs.

* * *

(e) For area vocational-technical school and technical institute projects leased subsequent to July 1, 1964, by or for lease to a board of school directors authorized to operate such a school, the Department of Education shall calculate an approved reimbursable rental charge.

For area vocational-technical school and technical institute projects constructed or purchased subsequent to July 1, 1964, by a board of school directors authorized to operate such a school, the Department of Education may calculate an approved reimbursable sinking fund charge.

Approved reimbursable rental or sinking fund charge shall consist of that part of the annual rental or sinking fund attributable to:

(1) Cost of acquiring land and preparing it for use to the extent that such costs are deemed reasonable by the Department of Education and the interest on such cost of acquisition, cost of preparation and the cost of sewage treatment and the interest

on such cost.

(2) Machinery, apparatus, furniture and equipment and all other necessary expenses and interest charges, but excluding architects' fees in excess of six percent of the construction cost.

The approved building construction cost and the interest on such construction cost shall not exceed the product of the rated full-time pupil capacity, as determined by the Department of Education at the time the project is approved and two thousand two hundred dollars ($2,200).

The provisions of the foregoing paragraph shall apply to all school building projects for which the general construction contract is awarded prior to July 1, 1966, and for approved school building projects for which a lease was approved by the Department of Education prior to July 1, 1966. For school buildings for which the general construction contract is awarded subsequent to July 1, 1966, and for approved school building projects for which the general construction contract was awarded but for which a lease was not approved by the Department of Education prior to July 1, 1966, the approved building construction cost and the interest on such construction cost shall not exceed the product of the rated full-time pupil capacity, as determined by the Department of Education at the time the project is approved, and three thousand seven hundred dollars ($3700).

For school buildings for which the general construction contract is awarded subsequent to July 1, 1984, and for approved school building projects for which the general construction contract was awarded but for which a lease or general obligation bond resolution was not approved by the Department of Education

prior to July 1, 1984, the approved building construction cost and the interest on such construction cost shall not exceed the product of the rated full-time pupil capacity, as determined by the Department of Education at the time the project is approved, and six thousand three hundred dollars ($6,300).

For school buildings for which the general construction contract is awarded subsequent to January 1, 2005, and for approved school building projects for which the general construction contract was awarded but for which a lease or general obligation bond resolution was not approved by the Department of Education prior to January 1, 2005, the approved building construction cost shall not exceed the product of the rated full-time pupil capacity, as determined by the Department of Education at the time the project is approved, and seven thousand six hundred dollars ($7,600).

The Department of Education shall not approve the expenditure of any funds borrowed or obtained by the sale of bonds by any authority, nonprofit corporation, profit corporation, company or individual for construction of area vocational-technical schools or technical institutes for bleachers, athletic field, lighting equipment or apparatus used to promote and conduct interscholastic athletics.

* * *

Section 27. Section 2599.2(b) of the act, added December 23, 2003 (P.L.304, No.48), is amended and the section is amended by adding a subsection to read:

Section 2599.2. Pennsylvania Accountability Grants.--* * *

(b) The grant shall be used by a school district to attain or maintain academic performance targets. Funds obtained under this section may be used for any of the following:

(1) Establishing, maintaining or expanding a quality pre-kindergarten program aligned with the current academic standards contained in 22 Pa. Code Ch. 4 (relating to academic standards and assessment).

(2) Establishing, maintaining or expanding a quality full-day kindergarten program aligned with the current academic standards contained in 22 Pa. Code Ch. 4. Such programs shall be kept open for five hours each day for the full school term as provided in section 1501. The board of school directors of a school district may offer a full-day kindergarten program to children who are between four and six years old.

(3) Establishing, maintaining or expanding a class size reduction program. Such class size reduction program shall appoint and assign a minimum of one teacher for every 17 students or two teachers for every 35 students enrolled in a kindergarten, first, second or third grade classroom. All teachers appointed and assigned to teach kindergarten, first, second or third grade shall be certified in accordance with 22 Pa. Code Ch. 49 (relating to certification of professional personnel) or its successors. The department shall establish guidelines to assure that no school district satisfies the requirements of this paragraph by making a reduction in, and subsequent increase to, current teacher complement. For purposes of this paragraph, the phrase "one teacher for every 17 students or two teachers for every 35 students enrolled in a kindergarten, first, second or third grade classroom" shall refer to the number of teachers conducting a class at any one time in a classroom containing the applicable number of students.

(4) Establishing, expanding or maintaining programs that

promote the availability, coordination, integration and utilization of social and health services, associated resources and ancillary resources to meet the needs of children and families in addressing issues that may serve to limit student academic achievement.

(5) Notwithstanding the provisions of Article XV-C, providing tutoring assistance[.] <u>during the normal school day and hours of the school district, provided that the tutoring is in addition to and does not interfere with a student's regularly scheduled classroom instruction times and does not supplant services required in a student's individualized education program.</u>

(6) Improving the academic performance of subgroups identified under section 1111(b) of the No Child Left Behind Act of 2001.

(7) Establishing, expanding or maintaining programs to assist in the building of strong science and applied-knowledge skills.

(8) Providing additional programs for continuing professional education that may include any of the following: training in mathematics, science and literacy-specific curriculum and instructional strategies; training in school-wide improvement planning; analysis of student achievement data, including student work and the implications for classroom practice; observing and studying exemplary school and classroom practices; implementing school-wide programs and classroom management strategies designed to improve student conduct; using technology to boost student achievement; conducting transition planning and curriculum alignment across schools and grade levels; or implementing secondary strategies to increase student

engagement and personalize learning.

(9) Establishing, expanding or maintaining math and literacy coaching programs within schools to improve math and reading instruction.

(10) Providing financial incentives to highly qualified, tenured teachers to work in the most academically challenged schools in a school district or providing financial incentives to aid in the recruitment of certificated teachers in mathematics, science, language arts or English as a second language to work in the most academically challenged schools in a school district.

(11) Providing such other programs or activities that the board of school directors of a school district determines are essential to achieving or maintaining academic performance targets through the year 2014.

<u>(b.1) No subcontract between a school district and a nonprofit organization entered into for the provision of a program or services pursuant to this section may abrogate provisions of a collective bargaining agreement between the nonprofit organization and its employes.</u>

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Section 28. Chapter 15 of the act of December 18, 2001 (P.L.949, No.114), known as the Workforce Development Act, is repealed to the extent of any inconsistency with the amendment or addition of sections 1901-A(4), 1913-A(b)(1), (c) and (k), 1917-A and 1918-A of the act.

Section 29. The provisions of this act are severable. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given

effect without the invalid provision or application.

Section 30. This act shall be retroactive as follows:

(1) The amendment of section 1205.2(a), (h), (j.1), (j.2) and (o) of the act shall be retroactive to April 15, 2005.

(2) The addition of section 1714-B(n) of the act shall be retroactive to May 1, 2005.

(3) The reenactment of section 2502.30 of the act shall be retroactive to July 1, 2004.

Section 31. This act shall take effect as follows:

(1) The addition or amendment of sections 687(a) and 1216 of the act shall take effect in 60 days.

(2) The remainder of this act shall take effect immediately.