

EDUCATION POLICIES

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I. POLICY FOR AWARDING CEUs FOR WATER COLLEGE COURSES

Successful Completion of Courses: In order to successfully complete a Water College Course and earn CEUs, participants must attend the minimum required time (specified in application) and score at least 70% on the final exam.

Training: Includes courses and workshops that have an instructor and attendee interaction.

Continuing Education Unit (CEU): The IACET and U.S. Department of Education task force defined the CEU standard of measurement as: 1 CEU = 10 contact hours of participation in an organized CE/T experience, delivered under responsible sponsorship, capable direction and qualified instruction. Currently, one clock hour (60 minute) is used to determine the number of continuing education units awarded for each course or educational offering per IACET guidelines of sixty-minute units. CEUs are based on actual contact time in training and therefore, time spent in homework and non-allowable activities is not included in the calculation of continuing education units. Non-allowable activities includes breaks, lunch, and administrative tasks in which the learner is not actively engaged in learning activities. All breaks and meal times must be noted on the agenda and will not count toward contact time. No credit will be given prior to the completion of any training course. The completion date of a multi-day course is the last day of the course. Attendees must check in and out in the form of sign-in/out sheet or scanners in order to record and verify attendance.

Issuing CEU (based on IACET Criteria)

1. Completion of Student Application Form, before entering first course session. The student application provides the student name and address needed for issuing CEUs or contact hours at the end of the course.
2. Each student must sign-in and sign-out on the attendance form provided, each time class meets. If a student attends a class meeting but does not sign-in and/or sign-out they will be considered absent. Proper identification is required.
3. The work each student performs must be his/her own. No cheating.
4. Homework assignments may be part of the learning experience. Homework participation can only help the student's standing at the end of each course however homework does not count toward contact time or CEU calculations.
5. Class participation is strongly encouraged.
6. Attendance is mandatory. In order to receive the maximum amount of CEU'S, an attendee must attend 100% of eligible time. Partial CEU credit will not be issued. If a student misses more than 10% of training time, student has the option to request Contact Hours (no CEU'S will be administered).
7. The California Nevada Section, American Water Works Association has a stringent confidentiality policy. Information about each student is not shared without a current Consent to Release Information Form is completed and an original signature is available (see Sections III and IV).
8. Each student must successfully demonstrate their understanding of the material and information covered in this course through a final exam, with a score of at least 70%.
9. Failure to follow any of these requirements will result in a NO PASS grade for this course. A NO PASS grade is not eligible for CEU credit. In lieu of a CEU certificate and upon request by the student a contact hour certificate may be issued for instructional time received from course.

10. Threatening, inappropriate or abusive behavior toward the instructor, fellow students or CA-NV Section staff will not be tolerated. Student will immediately be dismissed for any behavior of this kind and will be prosecuted to the fullest extent of the law.

11. Please be advised in may take up to 30 days (from the date of the final class) to process CEU certificates.

II. CA-NV UNLAWFUL HARASSMENT POLICY

The Section is committed to providing a learning environment free of unlawful harassment, which includes harassment based on race, color, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, national origin, citizenship, ancestry, religion, age, marital status, veteran status, and mental or physical disabilities or limitations, medical condition, or any other basis protected under the law. All such harassment is unlawful. The Section strongly disapproves of and will not tolerate harassment of students by fellow students, instructors, or Section members. Similarly, we will not tolerate harassment by anyone with whom the Section has a business, service, or professional relationship. Any student, instructor, volunteer, or employee determined to be responsible for unlawful harassment will be subject to appropriate action.

Harassment includes verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. (1) submission to such conduct is made an explicit or implicit term or condition of employment or in relation to grading; (2) submission or rejection or such conduct by an individual is used as the basis for grading decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's classroom performance or creating an intimidating, hostile, or offensive learning environment. Instructors who violate this policy are subject to disciplinary action up to and including warnings, reprimands, suspension and/or termination.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's sex, race, color, national origin, religion, age, physical or mental disability, medical condition, ancestry, veteran or marital status, sexual orientation or other biases protected by law.

Sexually harassing conduct in particular includes all of the aforementioned prohibited actions as well as other unwelcome conduct such as requests for sexual favors, conversations containing sexual comments, leering or staring at parts of a person's body, unwelcome sexual advances, lewd pictures, or graffiti, jokes containing sexual innuendo, gifts of intimate apparel, sexual products or similar items of a sexual nature; and physical conduct, such as touching, pinching, grabbing, kissing, patting, or brushing against another's body. Sexual harassment can involve inappropriate conduct initiated by males or females; it can also involve improper sexually oriented behavior directed towards members of the same sex. The above conduct, and all other sexual or sex-based conduct and other conduct prohibited by this policy that could reasonably be perceived as offensive to others in the workplace, is a violation of this policy.

Any student who wishes to report an incident of sexual harassment or other unlawful harassment should promptly report the matter to the head of the Education Department. If that person is unavailable or the student believes it would be inappropriate to contact that

person, the student should immediately contact the Executive Director or Sita Ramakrishnan, at 909-291-2114. Students are encouraged to provide a written complaint that includes details of the incident or incidents, names of the individuals involved, and names of any witnesses. Students can raise concerns and make reports in good faith without fear of reprisal or retaliation. Those who become aware of possible sexual or other unlawful harassment must promptly advise the Executive Director or the Human Resources Consultant. All reports of violation of this policy will be promptly, thoroughly, and objectively investigated by the Executive Director and, to the maximum extent possible; investigations will be conducted so as to protect the confidentiality and privacy of the parties involved subject to the needs of the Section to thoroughly investigate.

If the Section determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any instructor determined by the Section to be responsible for unlawful harassment will be subject to appropriate disciplinary action up to and including termination of the instructor agreement. Whatever action is taken against the harasser will be made known to the complaining instructor and the Section will take appropriate action to remedy the complainant's loss, if any.

Harassers face the risk of personally being sued by victims of harassment. Sexual harassment and retaliation for either opposing or reporting sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the Section about harassment or retaliation complaints, students may also direct their complaints to the Equal Employment Opportunity Commission (EEOC), or the Department of Fair Employment and Housing (DFEH).

III. PROPRIETARY INTEREST DISCLOSURE POLICY

It is the policy of the CA-NV AWWA Section Water College to require instructors to disclose proprietary interest in any product, instrument, device, service, technology or material discussed during Water College training events, and to disclose the source of any third-party compensation related to the presentation. Instructors are required to disclose this information in writing by submitting a 'Conflict of Interest Disclosure form'.

Instructors with proprietary interest of any kind are required to refrain from product or service endorsements of any kind and shall agree not to advertise, promote, endorse or market their interest during educational instruction at any time. All course materials and curriculum are defined by Section Staff and the Education Committee, and not by the instructors themselves.

This policy applies to employees of the CA-NV AWWA Section and to individuals under contract to the Water College for services in development, administration, instruction and delivery of training events.

IV. SECURITY AND PRIVACY OF RECORDS

The CA-NV Section limits the use of lists and databases which require personal living address of members and/or clients to the CA-NV Section programs *only*. All hard copies of student records are stored in secured cabinets. Electronic databases are locked and only accessible to staff.

RETENTION AND RELEASE OF PERMANENT RECORDS

Education participants must put all requests for copies of certificates, copies of education records, transcripts address changes, etc., in writing and this request must have an original signature. Information will only be released to the education participant unless the original request indicates the authorization to release the information to a third party (including employer).

There shall not be any information release for sale or general public use.

A record of participation will be maintained for each individual to whom continuing education or training contact hours are awarded. The maintenance of records is the responsibility of the Section staff. All records will be maintained for a period of seven years from the date the training is offered.

V. INTELLECTUAL PROPERTY RIGHTS POLICY

In performance of the Services, the Instructor will not infringe any patent, copyright, trade secret or other proprietary right of any person or entity. As needed, the Instructor shall provide personnel who are appropriately trained and qualified to fulfill the Instructor's obligations hereunder.

Works - All works prepared together by Instructor and Section staff, or deliverable under the terms of this Agreement, in whatever stage of completion, are irrevocably assigned to Section and shall remain the property of Section, except in the instance of previously copyrighted materials used in the work that are known to be the property of another party. Works created prior to this Agreement are the property of the creator. All copyright interests of the works deliverable under this Agreement are considered to be works made for hire and are the property of Section. Upon termination or expiration of this Agreement, Instructor shall immediately deliver to Section all materials and property belonging to or created for Section. Instructor will maintain rights to use developed works as co-ownership.