

# CHAPTER 1

## The District

Policies:

AP 1200    Mission

## **AP 1200 Mission**

Reference:

**ACCJC Standard I; California Education Code 60010.4**

### **Process for Review and Revision of Mission Statement**

As required by BP 1200 (Mission), the Mission Statement will be reviewed every three years, or as necessary by the Strategic Planning Committee, or designee, and will be adjusted as necessary. If a revision is not deemed necessary, the Strategic Planning Committee will notify Cabinet of this decision. Cabinet will determine whether additional review by the campus community is advisable. If a revision is deemed necessary and upon consensus from the Strategic Planning Committee, the revised Mission Statement will be forwarded to Cabinet for review and dissemination to all campus constituencies for feedback and approval. With approval from Cabinet, the Superintendent/President will recommend the proposed language be submitted to the Board of Trustees for final approval.

In order to ensure that the mission statement is communicated effectively, the College will display it in prominent physical locations (e.g., library, student center, administration building), provide clear placement for it on the main website, catalog, class schedule and include it on the cover sheets/agendas for key meetings (e.g., Board of Trustees, Academic Senate, Classified Senate).

Reference: BP #1200

Approvals:

Academic Senate: October 10, 2012

Classified Senate: October 16, 2012

Cabinet: November 1, 2012

## CHAPTER 2

### Board of Trustees

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## **AP 2015 Student Member**

Reference:

### **Education Code Section 72023.5**

The student member shall have the following responsibilities:

- Attend meetings of the Board of Trustees
- Serve as a representative of the Board to the Associated Student Body

Reference: BP #2015

Approvals:

Cabinet: February 26, 2003

Board of Trustees: April 17, 2003

## **AP 2105 Election of Student Trustee**

Reference:

**Education Code Section 72023.5**

### **Election of Student Trustee**

The student member shall be elected by a plurality vote of those voting in a regular election of the student body. All members of the student body may vote. Normally, the election will be conducted during the spring semester and will be completed in time for the student member to take office on June 1.

### **Recall of Student Trustee**

The student member may be recalled in an election conducted in the same manner as the election to office. An election will be called upon presentation to the Superintendent/President of a petition signed by at least 20% of the on-campus students enrolled at the time of filing the petition. No recall election will be held if the petition is received within 30 days of a regularly scheduled election for the student member.

Upon notice to the Superintendent/President that a vacancy has occurred, the Superintendent/President shall, within 15 days, call a special election. No special election will be called if the vacancy occurs within 30 days of a regularly scheduled election for student member. The office shall become vacated if the student member becomes ineligible for the office, resigns, is recalled, or dies.

Reference: BP #2105

Approvals:

Cabinet: May 5, 2011

## **AP 2110 Vacancies on the Board**

Reference:

**Education Code Section 5090 et seq; Government Code Section 1770, 6061**

When the Board determines to fill a vacancy by appointment, the Superintendent /President shall assure that there is ample publicity to and information for prospective candidates. Publicity shall include posting in three public places in the District and publication at least once in a newspaper of general circulation.

The posted notice of vacancy shall include directions regarding applications or nominations of legally qualified candidates. Persons applying or nominated must meet the qualifications required by law for members of the Board.

Persons applying for appointment to the Board shall receive a letter from the Superintendent/President containing information about the District and the Board. An application form and/or request for a letter of application that includes information about the candidate will be sent, with a specific date for completion and submission.

The board may request personal interviews with candidates. Interviews will be conducted in a public hearing scheduled for that purpose.

Each Board member will review all candidate information, and final selection will be made by a majority vote of the Board members at a public meeting.

Whenever a provisional appointment is made, the Board shall, within 10 days of the provisional appointment, post notices of both the actual vacancy or the filing of a deferred resignation and the provisional appointment in three public places in the District. It shall also publish at least one notice in a newspaper of general circulation.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. It shall also contain the name of the provisional appointee to the Board, the date of the appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the Office of the County Superintendent of Schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for governing board members. An election shall be held to fill the vacancy for the remainder of the unexpired term. A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs or will occur.

Reference: BP #2110

Approvals:

Cabinet: April 17, 2003

## **AP 2320 Special and Emergency Meetings**

Reference:

**Government Code Sections 54956; 54956.5; Education Code Sections 72023.5; 72129**

Whenever a special meeting of the governing board is called, the Superintendent /President shall cause the call and notice to be posted at least 24 hours prior to the meeting in a location freely accessible to the public. The Superintendent/President shall also ensure that the following notices of the meeting are delivered either personally or by other means:

Written notice to each member of the governing board, including the student trustee;

Written notice to a local newspaper of general circulation, and each radio or television station that has previously requested in writing to be provided notice of special meetings.

The written notice must be received at least 24 hours before the time of the meeting as set out in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The notice may be waived by members of the governing board in writing either prior to or at the time of the meeting.

Whenever an emergency meeting of the governing board is called, the Superintendent /President shall cause notice to be provided by telephone at least one hour prior to the meeting to the local newspaper of general circulation and each radio or television station that has requested notice of special meetings. If telephone services are not functioning, the Superintendent/President shall provide the newspaper(s), radio station(s) and television station(s) with information regarding the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

Reference: BP #2320

Approvals:

Cabinet: February 26, 2003

## **AP 2325 Teleconferenced Meetings**

References:

**Education Code Section 72000 subdivision (d);  
Government Code Sections 54952.2, 54953 et seq., and 54961**

The Board may use teleconferencing for the benefit of the public and the Board in connection with any meeting. If the Board elects to use teleconferencing, the Board must comply with all of the following:

- At least a quorum of Board members must participate from locations within the District boundaries, except as provided by law;
- The Board will identify all teleconference sites on the agenda;
- The Board will post the agenda at all teleconference sites;
- The agenda must provide an opportunity for members of the public to address the Board directly at each teleconference site;
- The Board members must vote by rollcall; and
- The Board must conduct the teleconferenced meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board.

### **Meetings during States of Emergency**

The Board may use teleconferencing without complying with the requirements above in any of the following circumstances:

- The Board holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing;
- The Board holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The Board holds a meeting during a proclaimed state of emergency and has determined, by majority vote that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without complying with the location requirement described above, the



Board must, not later than 30 days after teleconferencing for the first time pursuant to the above circumstances, and every 30 days thereafter, make the following findings by majority vote:

- The Board has reconsidered the circumstances of the state of emergency; and either
- The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- State or local officials continue to impose or recommend measures to promote social distancing.

### **Requirements for Individual Board Members Participating Remotely**

The Board can use teleconferencing without posting agendas at all teleconference locations provided at least a quorum of the Board members participates in person at a single physical location within the boundaries of the District, and that location is identified on the agenda. Additionally, the Board must provide a two-way audiovisual platform or a two-way telephonic service and a live webcasting of the meeting as a means by which the public may remotely hear and visually observe the meeting and remotely address the Board.

A member of the Board must only participate in a meeting remotely if either:

- The member notifies the Board of the member's need to participate remotely for just cause. "Just cause" means a childcare or caregiving need, a contagious illness, a physical or mental disability, or travel on District business or for another state or local agency. The member may not participate remotely for just cause for more than two meetings per calendar year; or
- The member requests the Board allow the member to participate in the meeting remotely due to emergency circumstances and the Board takes action to approve the request. "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

The member must participate through both audio and visual technology.

A member cannot participate in meetings of the Board solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the Board within a calendar year or more than two meetings if the Board regularly meets fewer than ten times per calendar year.

### **Public Access Requirements When Board Is Teleconferencing Under Amended Teleconference Rules**

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the Board must also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda must identify and include an opportunity for all persons to attend and address the Board through a call-in option, through an internet-based service option, and at the in-person location of the meeting.

In the event of a disruption that prevents the Board from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the District's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board must take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.

The Board must not require the public to submit comments in advance of the meeting and must provide an opportunity for the public to address the Board and offer comment in real time.

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

## **AP 2340 Board Meeting Agendas**

Reference:

**Education Code Section 72121**

The Superintendent/President shall cause to be created agendas for each meeting of the Board. Agendas will include at least the following information:

- The date, time, and location of the meeting of the Board
- An indication that roll will be taken, and, if applicable, that action will be requested on the minutes of the previous meeting
- Notification regarding the type of meeting, i.e., regular, special, or closed session
- An opportunity for public comment (open meetings)
- The nature of the business to be conducted (action items, discussion and reports for open meetings; purpose of discussion for closed sessions).

The nature of discussion for closed sessions must meet the legal provisions of the Brown Act, California Government Code, and California Education Code as described in Board Policy 2315.

Reference: BP #2340

Title Updated: January 25, 2019

Approvals:

Cabinet: February 26, 2003

## **AP 2360 Minutes**

Reference:

**Education Code Section 72121(a)**

Minutes of Board meetings shall be taken in accordance with Education Code Section 72121(a). The minutes shall include an accounting of Board members present and absent; all motions and the names of Board members making and seconding such motions; a summary of the major points of discussion and reports.

After approval by the Board, minutes shall be public records and shall be available upon request from the Office of the Superintendent/President within a reasonable time after such request is made.

Reference: BP #2360

Approvals:

Cabinet: February 26, 2003

## **AP 2365 Recording**

Reference:

**Government Code Section 54953.5**

Recordings made by the recording secretary of the District will be subject to inspection by the public after the recording secretary has transcribed them to create the minutes of the meeting, and after such minutes have been approved by the Board.

All recordings of meetings will be maintained for at least thirty (30) days following the meetings.

Reference: BP #2365

Approvals:

Cabinet: February 26, 2003

## **AP 2430 Delegation of Authority – Policy**

Reference:

**Education Code Section 70902; Accreditation Standards IV.B.1.j; IV.B.2**

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

The Superintendent/President shall be responsible for reasonable interpretation of Board policy. In situations where there is no Board policy direction, the Superintendent/President shall have the power to act, but such decisions shall, no later than the next regularly scheduled meeting of the Board, be subject to review by the Board. It is the duty of the Superintendent/President to recommend written Board policy related to such actions if, in their judgment, one is required.

Approvals:

Cabinet: February 26, 2003

## **AP 2435 Evaluation of the Superintendent/President**

### References:

Education Code Section 87663;  
ACCJC Accreditation Standards IV.B and IV.C.3

The Board of Trustees is responsible for the performance evaluation of the Superintendent/President. This derives from its authority to govern the College. It is the duty of the Board of Trustees to determine the quality of the Superintendent/President's performance and through the evaluation process, enhance their effectiveness. The Board shall establish annually with the Superintendent/President their objectives based on the institutional objectives identified in the planning process, board goals, institutional need and other items mutually agreeable with the Board. These objectives, along with the job description, frame the Board's expectation of the Superintendent/President's performance. These objectives, excepting any that are deemed by the Board to be appropriately confidential, <sup>[1]</sup> should be made public and approved at the September Board meeting.

The Board shall use a mutually agreeable format between the Board and the Superintendent/President that allows for constituent feedback on the Superintendent/President's work toward the Board goals and the Superintendent President's working relationship with campus constituents.

Note: this section is intended to serve as a guide and structure to fulfill the intent of the Superintendent/President's contract. In the event of a conflict between the contract and this set of procedures, the contract shall prevail.

### **Creation of Annual Performance Objectives**

The Superintendent/President will meet with the Board of Trustees every summer at the annual retreat to formulate annual performance objectives. In August, the Superintendent /President will share a draft of the performance objectives with campus constituent groups.

The performance objectives will cover the period from July 1 through the following June.

### **Evaluation of Annual Performance Objectives**

In May of each year the Superintendent/President will provide the Board of Trustees a report on the achievement of their objectives for the previous year. This report may include two sections: one addressing those objectives deemed by the

Board to be appropriately confidential<sup>1</sup>, and a second addressing the published or public performance objectives<sup>2</sup>.

By the end of July, the Board President will summarize the evaluation results and will deliver the results to the Board of Trustees and the Superintendent/President. In discussion of the evaluation with the Superintendent/ President, the Board will determine the Superintendent/ President's performance for the year.

### **S/P Evaluation Timeline**

|               |   |
|---------------|---|
| Jun-<br>Aug   | Board approves Superintendent/President (S/P) objectives developed at June Board Retreat  |
| Aug           | S/P shares objectives with campus   |
| Feb -<br>Mar  | Senate leadership gathers feedback on S/P objectives and general performance  |
| May           | In closed session, Board discusses evaluation and obtainment of objectives and general performance with the following group:<br><ul style="list-style-type: none"><li>(1) Classified Senate President, or designee</li><li>(2) Academic Senate President, or designee</li><li>(3) A regular or contract employee mutually agreeable between President and Board</li><li>(4) Administrator reporting to President mutually agreeable between President and Board</li></ul> |
| June-<br>July | Board finalizes evaluation in closed session using:<br><ul style="list-style-type: none"><li>(1) Written update from President</li><li>(2) Discussion with above persons</li><li>(3) Discussion with President</li></ul>  |

Reference: BP #2435

Approvals:

Academic Senate: March 10, 2021

Classified Senate: March 9, 2021

Cabinet: May 5, 2021

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<sup>1</sup> Confidential” refers to any objectives established between the Superintendent/President and the Board of Trustees that are deemed personal in nature.

<sup>2</sup> Published or public annual performance objectives and any progress report of these shall be available in the FRC library, the Human Resources Office, or on a designated website for public review.



# **AP 2510 Participation in Local Decision Making**

Reference:

**Education Code Section 70902(b)(7); Title 5, Sections 53200 et seq; 51023.5; 51023.7; Accreditation Standard IV.A.2, IV.A.5**

## **District Commitment**

The Feather River Community College District is committed to shared internal governance. Participation in decision making at the college is achieved through a variety of constituencies and mechanisms.

## **Role of Faculty**

The Academic Senate functions as the sole representative of the faculty, for the purpose of making recommendations and consulting collegially with the administration and Board of Trustees. The roles of the Academic Senate are described by statute, AB 1725 (1988) and Title V of the California Code of Regulations (53200-53206).

### **Procedure to “rely primarily upon the advice and judgment of the Academic Senate”**

“Primary responsibility” is not construed by the Academic Senate to mean sole responsibility. The Senate shall consult with members of the administration, staff, and students when it engages in any kind of academic policy development. In addition, when an Academic Senate committee prepares a policy in an area where the Academic Senate is delegated primary responsibility, it will ask for and receive comments from the Superintendent/President, which will be considered prior to final action by the Academic Senate. Once approved by the Superintendent /President, the recommended policy will be placed on the agenda of the Board of Trustees for action.

### **Procedure to “reach mutual agreement”**

All policies involving “academic and professional matters” shall originate in the appropriate standing committee of the Academic Senate. As in the procedure described above, the appropriate standing committee of the Academic Senate shall consult with members of the administration, staff and students, and address requests by the Superintendent/President, Cabinet (which includes representatives from Administration, Academic Senate, Classified Senate, Associated Students, and Unions for Fulltime and Associate Faculty and Classified Staff) or the Vice-President Instruction/CIO related to policy revision or origination. After the Academic Senate and the college president have completed their reviews of a policy proposal, and mutual agreement has been reached, it shall be transmitted to the Board of Trustees for action. The document shall contain the signatures of the Academic Senate President and the Superintendent/President.

### **Role of the Classified Staff**

The Classified Senate functions as the sole representative of the classified staff for the purpose of making recommendations to the administration and the governing board of the District on non-collective-bargaining issues (MOU 01/02-4). Should the Classified Senate cease to exist for any reason, the authority for shared governance participation will revert to the collective bargaining agency for the classified staff.

Classified staff members shall be provided with opportunities to participate on all administrative standing or ad hoc committees that are not under the purview of the Academic Senate, and on all internal groups that influence decisions having an impact on staff members, e.g., hiring committees. Appointment to such committees, councils, or ad hoc groups shall be requested through or appointed by the Classified Senate.

### **Role of Students**

The Associated Students of Feather River College (ASFRC) government functions as the official representative of students for the purpose of making recommendations to the college administration on issues of concern to all students. Students shall be provided with opportunities to participate on all administrative standing or ad hoc committees that have a significant effect on them, including, but not limited to, grading, student codes of conduct, academic discipline, curriculum, educational programs, processes for budgeting and strategic planning, student services planning and development. Appointments to such committees, councils or ad hoc groups may be requested through or appointed by the ASFRC President and Executive Committee.

### **Committee Structure and Process**

The following committee structure will be used in the implementation of the shared governance process. It is assumed that each constituent group will have appropriate discussions and follow Robert's Rules of Order where appropriate. It is recommended that at the first annual meeting of each committee, the charge of the committee be reviewed and the committee's processes be determined, within these guidelines. Shared governance representatives on committees are expected to represent the viewpoint and interest of the constituency they represent, to keep themselves informed of this viewpoint, and to report back to their constituency on a regular basis. It is expected that each committee will meet at least once in the fall term and once in the spring term; additional meetings may be scheduled by the committee as needed. Committee meeting schedules will be posted on the college's website master calendar. All standing shared governance committees are expected to publish agendas and minutes to their members, and to file these documents in an appropriate "public folder" or comparably accessible location; the form of agendas and minutes shall be at the discretion of the committee by majority vote or consensus. The committees listed here are standing shared governance committees; ad hoc committees or task forces may be formed as needed, and should determine to which shared governance committees their work should be presented or reported so that it may form part of the college's shared governance dialog.

### **Administrative Committees**

These are college-wide committees with representation from administration, faculty, classified staff and students. The committees are charged with the oversight of college operations and formulating policies or procedures for Board of Trustee consideration. Ex Officio members are committee members by virtue of their office.

**Academic Calendar:** Establishes an academic calendar proposal for the following year, which must be ratified by the fulltime faculty union. Membership: Vice-President Instruction/CIO (Chair) and one additional administrator; Academic Senate Faculty (2); Director of Admissions and Records/Registrar; Director of Financial Aid; Associated Students Representative (1).

**Accreditation:** Organizes monitors and supports the institution's continuing self-study and accreditation process. Membership: Cabinet (Steering Committee); Accreditation Liaison Officer (Chair); Academic Senate Coordinator; Classified Senate Coordinator; and Director of Institutional Research and Planning.

**Budget:** Reviews and discusses budget development based on the college's mission, priorities established in the college's Strategic Plan, revenue and expenditure information, and institutional needs and priorities as supported by program reviews and annual budgetary requests. Makes recommendations to the Superintendent/President on the District's annual budget. The Budget Committee will report back to the Strategic Planning Committee on funding of programs per the strategic directions provided by the Strategic Planning Committee, prior to making final recommendations to the Superintendent/President. Membership: Vice-President Business Services/CFO (Chair); Superintendent/President (Ex Officio); Vice-President Instruction/CIO; Vice-President Student Services/CSSO; Administrative Representatives appointed by the Superintendent /President (2); Division Chairs; Academic Senate President; Classified Senate President or designee; Classified Senate Representatives (2); Associated Students Representative (Ex Officio).

**Cabinet:** Receives and deliberates on policy recommendations, exclusive of those academic and professional matters enumerated in Title 5, 53200(c) 1, 2, 3 and 11, from any and all groups, obtains constituent opinions and advises the Superintendent/President regarding policy recommendations, serves as a sounding board for college-wide initiatives, and provides communication within the college. Initiates policy recommendations when a policy area is not assigned to any other governance committees. Membership: Superintendent/ President (Chair); Associated Students' President; Classified Senate President; Academic Senate President; Vice-President Instruction/CIO; Vice-President Student Services/CSSO; Vice-President Business Services/CFO; Chief Human Resources Officer; Fulltime Faculty Union President or designee; California School Employees Association (CSEA) President or designee; and the Associate Faculty Union President or designee.

**Communications:** Oversees communications issues, including external and internal communications on college-wide matters, and including website improvements, email communications issues, signage, advertisements and marketing plans. Advises the Superintendent/President on such matters. Membership: Vice-President Student Services/CSSO, Chair; Administrators (2) to include Vice-President Student Services/CSSO, Director of Marketing, Communications and Outreach; Academic Senate Faculty (2); Classified Senate Representatives (2); Software Support Specialist; Associated Students Representative (1).

**Diversity:** Monitors, plans, and implements college activities that promote and encourage knowledge, awareness and appreciation of cultural diversity on the campus and within the Plumas County community. Membership: Vice-President Student Services/CSSO (Chair); Chief Human Resources Officer/EEO; Academic Senate Faculty (2); Classified Senate Representatives (2); Associated Students Representative (1).

**Facilities:** Reviews and discusses information related to facility issues of a permanent or long term nature, e.g. sites and plans for new facilities, placement of any permanent structures, landscaping, and makes recommendations on these issues to the administration. Membership: Superintendent/President (Ex Officio); Academic Senate Faculty (2); Classified Representatives (2); Associated Students Representative (1); Director of Facilities (Chair); Vice-President Instruction/CIO; Vice-President Business Services/CFO.

**EEO Advisory:** Monitors compliance with the District's Equal Employment Opportunity (EEO) plan and goals, primarily by a representative serving in an advisory capacity on all search committees. Membership: Chief Human Resources Officer/Equal Employment Opportunity Officer (Chair); Academic Senate Faculty (1); Classified Senate Representative (1); volunteers as recruited and trained, Director of Institutional Research and Planning.

**Gender Equity in Athletics:** Evaluates, monitors, plans and reports on athletic compliance with regard to gender equity based on Title IX requirements. Identifies compliance issues and makes recommendations to governance committees as needed. Membership: Title IX Coordinator (Chair); Director of Athletics; Head Athletic Trainer; Academic Senate Representative (1); Classified Senate Representative (1); Full-time Faculty Coach of a Male Team (1); Full-time Faculty Coach of a Female Team (1); Associate-Faculty Coach of a Female Team (1); Male Student Athlete (1); Female Student Athlete (1).

Non-position designated members will be selected by vote of Athletic Department. Any individual sport may have only one member serving on the committee. Any individual may only represent one membership category.

**President's Staff:** Advises the Superintendent/President on all institutional matters affecting college operations. Membership: Vice-President Instruction/CIO; Instructional Dean; ; Vice-President Student Services/CSSO; Vice-President Business Services/CFO; Chief Human Resources Officer/EEO; Director of Facilities; Director of Institutional Research and Planning (as needed), Director of Information Services.

**Professional Development:** Creates and implements a professional development program of activities for the benefit of all District employees. Membership: Chief Human Resources Officer/EEO, (Chair); Vice-President Instruction/CIO; Vice-President Student Services/CSSO; Academic Senate Faculty Flex Coordinator; Classified Representative (1).

**Safety:** Reviews and discusses information related to safety issues such as safety programs, inspection reports and recommendations, safety complaints and concerns, accident reports, property/liability insurance, and worker's compensation insurance information. Makes recommendations to the administration on safety issues and the expenditure of funds allocated for safety training and hazard corrections. Membership: Chief Human Resources Officer/EEO; Residence Hall Manager; Director of Facilities; Academic Senate Faculty (2); Safety Officer (Chair); Classified Senate Representative (1); Associated Students Representative (1).

**Strategic Enrollment Management:** Develops, oversees, and communicates the college's enrollment management plan, which includes enrollment goals, recruitment/marketing goals, persistence/retention data and evaluation /assessment/research information. Membership: Vice-President Student Services/CSSO (Chair); Director of Marketing Outreach and Communications; Director of Institutional Research and Planning; Administrators (2) to include Vice-President Student Services/CSSO; Vice-President Instruction/CIO or designee; Instructional Dean; Academic Senate Faculty (2); Classified Senate Representatives (2); Associated Students Representatives (1).

**Strategic Planning:** Guides the development and implementation of a strategic plan for the college, including development of planning assumptions, identification of major problems and possible solutions, priorities, and institutional objectives. Institutionalizes an integrated planning process, ensuring constituent support, and acts as one of the principal sources for rationalizing budget expenditures. Guided by BP/AP #3250. Membership: Superintendent/President, (Chair); Associated Students Representative (1); Academic Senate Faculty (2); Classified Senate Representatives (2); Vice-President Student Services/CSSO; Vice-President Instruction/CIO; Vice-President Business Services/CFO (Ex Officio); Director of Facilities (Ex Officio); Director of Information Services; Chief Human Resources Officer/EEO; and Director of Institutional Research and Planning (Ex Officio).

**Strategic Technology:** Receives, identifies and addresses technology issues. Proposes recommendations for the adaptation or integration of new technologies in all instructional areas. Recommends changes to, and monitors the implementation of, the strategic technology plan. Recommends policy for the use of technology by the District. Submits technology budget requests to the appropriate administrative authority. Membership: Director of Information Services, (Chair) ; Vice-President Instruction/CIO; Academic Senate Faculty (2); Classified Senate Representative (1); Associated Students Representative (1); MIS Specialist (1); Software Support Specialist.

**Student Intervention:** Incorporating the Early Alert process, contacts students who are having difficulty due to academic and non-academic issues and have been referred by campus community members. Referrals include services and programs that provide support to students that promote student retention and academic success. Membership: Vice-President Student Services/CSSO (Co-Chair); Director of Student Equity and Achievement Programs (Co-Chair); Extended Opportunities Programs and Services (EOPS) Counselor; Director of Disability Support Programs for Students (DSPS); Academic Senate Faculty Representative (1); Director of Athletics or designee; Counselor-Mental and Behavioral Health; Classified Senate Representative (1).

**Student Learning Outcomes Assessment Cycle:** Supports and provides resources for student learning outcomes assessment design and implementation using the SLOAC campus-wide plan. Analyzes and disseminates student learning outcomes data for reporting purposes and improving institutional effectiveness. Membership: Administrators, including Vice-President Instruction/CIO (Chair) (2); Academic Senate Faculty (2); Classified Senate Representative (2); Associated Students Representative (1); Director of Institutional Research and Planning.

**Student Services Council:** Functions as representative of Students Services for the purpose of making recommendations to the Vice-President Student Services/CSSO. Membership: Vice-President Student Services/CSSO, Chair; Administrative Assistant to the Vice-President Student Services/CSSO; Associated Students Representative, Director of TRIO/SSS; Director of Admissions and Records/Registrar; Director of Educational Talent Search (ETS); Director of Upward Bound; Director of Marketing Communications, and Outreach; Director of Student Success Programs; Director of Child Development Center; Residence Halls Manager; Director of DSPS & Workability; Director of Financial Aid; EOPS Counselor; Counselor/Mental and Behavioral Health; Student Life and Engagement Specialist; Recruiter; Director of Athletics; and Academic Senate Faculty (1).

**Sustainability Action Team:** Identifies and develops strategies and initiatives for improving the college's self-sufficiency, demonstrating a greater sense of environmental and social responsibility, improving literacy of sustainability issues, and strengthening related partnerships within the broader community. Implements

Strategic Plan objectives related to sustainability. Membership: Superintendent/President (Chair); Sustainability Coordinator; Academic Senate Faculty (2); Classified Senate Representative (2); Director of Facilities or designee; Community Member (1); Associated Students Representative (1).

### **Academic Senate Committees**

Academic Senate Committees are standing or ad hoc committees of the Academic Senate, which have original jurisdiction over policy involving academic and professional matters. These committees may have administrative, classified and student representation.

**Academic Policies:** Recommends policy, including joint agreements, to the Academic Senate for all AB 1725 mandated areas, excluding curriculum, professional ethics, and revisions of the Academic Senate Constitution. Membership: Academic Senate Vice President, (Chair); Academic Senate Faculty (3); Classified Senate Representative; Vice-President Instruction/CIO; Associated Students Representative.

**Council on Instruction:** Advises the Vice-President Instruction/CIO on all academic issues and makes recommendations to the Academic Senate. Membership: Vice-President Instruction/CIO, (Chair); Instructional Dean; Academic Senate President; Division Chairs; Director of Library

**Curriculum:** Reviews new courses, programs, and revision of current courses. Provides recommendations through the Academic Senate to the Board of Trustees on curriculum, including establishing prerequisites, placing courses within disciplines and reviewing course in compliance with Title 5. Provides recommendations to the Academic Senate and the Superintendent/President regarding related educational issues. These responsibilities are also specified in BP 2510. Membership: Vice-President Instruction/CIO, Chair; Instructional Dean; Division Chairs; Academic Senate President (Ex Officio); Articulation Officer; Director of Admissions and Records/Registrar (Ex Officio); Academic Senate Faculty (2); Director of Student Equity and Achievement Programs or designee; Associated Students' President or designee.

**Equivalency:** Considers a claim of equivalency in meeting minimum qualifications established for a faculty position, in accordance with the provisions of Title V, California Code of Regulations, Section 53430. Membership: Academic Senate Faculty Member most closely related by discipline, appropriate Division Chair (Chair); Academic Senate President; Vice-President Instruction/CIO.

**Faculty Flex:** Develops structured flex day activities after surveying the needs and interests of the faculty, the college's strategic plan, the education plan, and other relevant materials. Receives proposals for individually planned professional days, and approves, rejects, or modifies same. Committee is responsible for the distribution, completion and forwarding to the Vice-President Instruction/CIO all

verification statements for documentation of individual professional development days. The Flex Committee Chair and the Vice-President Instruction/CIO must approve all flex activities. (Article 18 of faculty collective bargaining agreement)  
Membership: Academic Senate Faculty Flex Coordinator, (Chair); Vice-President Instruction/CIO; Academic Senate Faculty (1).

**Standards and Practices:** Oversees the Academic Senate Constitution and rules, recommends professional ethics policy to the Academic Senate, and considers any questions regarding faculty advancement and professional conduct.  
Membership: Academic Senate Faculty (4); Vice-President Instruction/CIO. Chair is to be elected at the year's first meeting from among the four Senate representatives.

Reference: #BP 2510, AP #2511

Approvals:

Classified Senate: November 30, 2023

Academic Senate: September 13, 2023

Cabinet: December 11, 2023



# AP 2511 Internal Communication of Participation in Local Decision Making

Reference:

**Education Code Section 70902(b)(7); Title 5, Sections 53200 et seq; 51023.5; 51023.7; Accreditation Standard IV. A.2, IV.A.5; Govt. Code Section 54950-54960.5 (The Brown Act)**

## Definitions (for Posting Documents to the College's Document Storage Management System)

**Public Folders or Designated Replacement** - The term Public Folders refers currently to Microsoft Outlook Public Folders, accessible on campus and off campus via Microsoft Exchange. This system will be recognized as appropriate for supporting internal communication of participation in local decision-making.

**S:/Drive or Designated Replacement** - The term S:/Drive refers currently to an internal shared folder system, to be utilized inter- or intra-departmentally to make accessible forms or other shared documents. The S:/Drive system will not be recognized as appropriate for supporting internal communication of participation in local decision-making.

## Shared Governance Committees

Shared Governance Committees will identify a designee folder manager to post appropriate documentation including, but not limited to, current committee members; meetings scheduled for the current academic year; meeting agendas and minutes.

The designee must post a committee member list and schedule meetings when they are determined, but no later than September 30 of each academic year.

The designee must post meeting agendas pursuant to the Brown Act regulations (per AP 2510). The designee must post meeting minutes within 30 days of a scheduled meeting or special meeting.

## Ad Hoc Committees or Shared Governance Subcommittees

Ad Hoc Committees and Shared Governance Subcommittees may identify a designee folder manager to post appropriate documentation which may include: current committee members; meetings scheduled for the current academic year; meeting agendas and minutes.

The designee may post a committee member list and schedule meetings as needed. The designee may post meeting agendas as appropriate before a scheduled meeting. The designee may post meeting minutes within 30 days of a scheduled meeting.

New Public Folder

New public folders may be requested of the M.I.S. Specialist by an administrator. The designated folder manager will be responsible to manage the folder(s) following the protocol provided by the M.I.S Specialist.

Reference: BP #2510, AP #2510

Approvals:

Cabinet: December 1, 2011

## **AP 2610 Presentation of Initial Collective Bargaining Proposals**

Reference:

**Government Code Section 3547**

The following is an illustrative example that meets all legal requirements.

Whenever an initial collective/collaborative bargaining proposal is received from an exclusive representative of District employees, or whenever the District's own negotiator presents an initial proposal, the following actions must be taken at public meetings of the Board of Trustees:

- The exclusive representative or the District must present the initial collective/collaborative bargaining proposal orally or in writing to the Board at a public meeting.
- The public shall have an opportunity to respond to the exclusive representative's or District's initial proposal at a subsequent public Board meeting. The opportunity for public response shall appear on the Board's regular agenda. Public response shall be taken in accordance with the Board's policies regarding speakers.
- After the public has an opportunity to respond to an initial proposal presented by the District, the Board shall, at the same meeting or a subsequent meeting, adopt the District's initial proposal. The adoption shall be indicated as a separate action item on the Board agenda. There shall be no amendment of the District's initial proposal unless the public is again afforded a responsible opportunity to respond to the proposed amendment at a public meeting.
- If new subjects of meeting and negotiating arise after the presentation of initial proposals, and bargaining is conducted collectively, the following procedure shall be followed: all new subjects of meeting and negotiating, whether proposed by the exclusive representative or the District, shall be brought back and discussed with the appropriate group or constituency before any agreement can be finalized.
- When a request to reopen a collective bargaining agreement, as required by the agreement, is received from an exclusive representative or is made by the District, the public notice procedure outlined in this procedure shall be followed.

When the District and the exclusive representative agree to amend an executed collective bargaining agreement in accordance with the agreement, the following procedure shall be followed:

- The amendment shall appear on the agenda as a notice item, for action at a subsequent Board meeting.
- The public shall have an opportunity to respond to the amendment at a subsequent Board meeting. The public response shall be indicated on the agenda.

New items that arise in collaborative bargaining shall be placed on the agenda for the next negotiations session. Draft agreements will be brought to the unit for discussion and input, reviewed at subsequent negotiations sessions or forwarded to the unit for voting purposes.

Reference: BP #2610  
Approvals:  
Cabinet: April 11, 2005

## **AP 2710 Conflict of Interest**

Reference:

**Government Code Sections 87105, 87200-87210; Title 2, Section 18700 et seq.; 2 Federal Code of Regulations Part 200.318(c)(1); and other citations as listed below**

### **Incompatible Activities (Government Code Section 1126 and 1099)**

Board members and employees shall not engage in any employment, or activity, that is inconsistent with, incompatible with, in conflict with, or inimical to their appointing power or the agency by which they are employed. A Board member shall not simultaneously hold two public offices that are incompatible. When two offices are incompatible, a Board member shall be deemed to have forfeited the first office upon acceding to the second.

### **Financial Interest (Government Code Section 1090 et seq.)**

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as members of the Board or as employees.

A Board member shall not be considered to be financially interested in a contract if their interest meets the definitions contained in applicable law (Government Code Section 1091.5).

A Board member shall not be deemed to be financially interested in a contract if they have only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other member of the Board to enter into the contract. Remote interests are specified in Government Code Sections 1091(b); they include, but are not limited to, the interest of a parent in the earnings of their minor child.

### **No Employment Allowed [Education Code Section 72103(b)]**

An employee of the District may not be sworn in as an elected or appointed member of the governing Board unless they resign as an employee. If the employee does not resign, the employment will automatically terminate upon being sworn into office. This provision does not apply to an individual who is usually employed in an occupation other than teaching and who also is employed part time by the District to teach no more than one course per semester or quarter in the subject matter of that individual's occupation (Education Code Section 72103(b)).

### **Financial Interest in a Decision (Government Code Section 87100 et seq.)**

If a Board member or employee determines that they have a financial interest in a decision, as described in Government Code Section 87103, this determination shall be disclosed and made part of the Board's official minutes. In the case of an employee, this

announcement shall be made in writing and submitted to the Board. A Board member upon identifying a conflict of interest, shall do all of the following prior to consideration of the matter:

- Publicly identify the financial interest in detail sufficient to be understood by the public;
- Recuse themselves from discussing and voting on the matter;
- Leave the room until after the discussion, vote, and any other disposition of the matter is concluded unless the matter is placed on the agenda reserved for uncontested matters. A Board member may, however, discuss the issue during the time the general public speaks on the issue.

### **Gifts (Government Code Section 89503)**

Board members and any employees who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law.

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on their statement of economic interests.

The above limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value.

Gifts of travel and related lodging and subsistence shall be subject to the above limitations except as described in Government Code Section 89506.

A gift of travel does not include travel provided by the District for Board members and designated employees.

Board members and any employees who manage public investments shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering (Government Code Sections 89501, 89502).

Designated employees shall not accept any honorarium that is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, if the employee would be required to report the receipt of income or gifts from that source on their statement of economic interests. The term "honorarium" does not include:

- Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade or profession is making speeches.

- Any honorarium that is not used, and, within 30 days after the receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction for income tax purposes.

**Representation (Government Code Section 87406.3)**

Elected officials and the Superintendent/President shall not, for a period of one year after leaving their position, act as an agent or attorney for, or otherwise represent for compensation, any person appearing before that local government agency.

**Contracts Supported by Federal Funds (2 Code of Federal Regulations Part 200.318(c) (1))**

No employee, Board member, or agent of the District may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, Board member, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The Board members, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Disciplinary action will be taken for such standards by Board members, employees, or agents of the District.

Reference: BP #2710, AP #2712

Approvals:

Cabinet: December 2, 2016

## **AP 2712 Conflict of Interest Code**

Reference:

**Title 2, Section 18730; Government Code Sections 87103 subdivision (e), 87300-87302, 89501, 89502 and 89503**

Pursuant to Section 18730 of Title 2 of the California Code of Regulations, incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

### **Section 1. Definitions**

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regulations. Sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

### **Section 2. Designated Employees**

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foresee ably have a material effect on financial interests.

### **Section 3. Disclosure Categories**

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;



(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies.<sup>1</sup> Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foresee ably can affect materially through the conduct of his or her office.

#### **Section 4. Statements of Economic Interests**

**Place of Filing.** The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code<sup>2</sup>.

#### **Section 5. Statements of Economic Interests**

##### **Time of Filing.**

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

<sup>2</sup> See Government Code section 81010 and 2 Cal. Code of Regulations. Section 18115 for duties of filing officers and persons in general agencies who make and retain copies of statements and forward the originals to the filing officer.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

### **Section 5.5. Statements for Persons Who Resign Prior to Assuming Office**

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

### **Section 6. Contents of and Period Covered by Statements of Economic Interests**

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

### **Section 7. Manner of Reporting**

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investments and Real Property Disclosure. When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

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<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal during Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

### **Section 8. Prohibition on Receipt of Honoraria**

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (a), (b), and (c) of Government Code section 89501 shall apply to the prohibitions in this section.

(B) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

### **Section 8.1. Prohibition on Receipt of Gifts in Excess of \$590**

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$590 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

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<sup>6</sup> . Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

### **Section 8.2. Loans to Public Officials**

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt (D) from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

### **Section 8.3. Loan Terms**

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

### **Section 8.4. Personal Loans**

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy

C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

### **Section 9. Disqualification**

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$590 or more provided to; received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

### **Section 9.3. Legally Required Participation**

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

### **Section 9.5. Disqualification of State Officers and Employees**

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

### **Section 10. Disclosure of Disqualifying Interest**

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

### **Section 11. Assistance of the Commission and Counsel**

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

### **Section 12. Violations**

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000 - 91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

### **Section 13. Designated Positions and Disclosure Requirements**

1. The persons occupying following positions manage public investments. They shall file a full statement of economic interests pursuant to Government Code Sections 87200 et seq.:

- Governing Board Members
- Chief Executive Officer (Superintendent/President)
- Vice-President Business Services/CFO

2. **Disclosure Categories:** The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the designated employees must disclose for each disclosure category to which he or she is assigned

**Category 1:** Designated positions assigned to this category must report:



- a. Interests in real property within the boundaries of the District that are used by the District or are of the type that could be acquired by the District as well as real property within two miles of the property used or the proposed site.
- b. Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources of the type that engage in the acquisition or disposal of real property or are engaged in building construction or design for school districts.

**Category 2:** Designated positions assigned to this category must report investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work, training, consulting or services, or are sources that manufacture or sell supplies, instructional materials, machinery, equipment, or vehicles of the type utilized by the designated position's department.

**Category 3:** Designated positions assigned to this category must report investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work, training, consulting or services, or are sources that manufacture or sell supplies, instructional materials, machinery, equipment, or vehicles of the type utilized by the designated position's department.

**Category 4:** Designated positions assigned to this category must report investments and business positions in, and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the District.

Designated Positions, and the Disclosure Categories assigned to them, are as follows:

|                                      |                         |
|--------------------------------------|-------------------------|
| Governing Board Members              | Categories: 1, 2, 3, 4  |
| Superintendent/President             | Category: 1, 2, 3, 4    |
| Vice-President Business Services/CFO | Categories: 1, 2, 3, 4  |
| Vice-President Instruction/CIO       | Category: 2             |
| Vice-President Student Services/CSSO | Category: 2             |
| Chief Human Resources Officer        | Category: 2             |
| Director of Facilities               | Categories: 1, 2        |
| Athletic Director                    | Category: 2             |
| Accountant                           | Category: 2             |
| Purchasing Agent                     | Categories: 1, 2        |
| Consultant                           | Categories: 1, 2, 3, 4, |
| Food Services Manager                | Categories: 1, 2        |
| Bookstore Manager                    | Category: 2             |

Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The Superintendent/President may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The superintendent/president's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

## **AP 2712 – Appendix A Conflict of Interest Code**

Pursuant to Section 18730 of Title 2 of the California Code of Regulations; Government Code Sections 87103(e), 87300-87302, 89501, 89502, and 89503, the Board of Trustees and persons holding positions that involve the making or participation in making of decisions which may foreseeably have a material effect on any financial interest are required to report investments, business positions, interests in real property, and sources of income if the business entity in which the investment or business is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by such persons:

- Superintendent/President
- Vice-President Business Services/CFO
- Vice-President Instruction/CIO
- Vice-President Student Services/CSSO
- Director of Human Resources/EEO
- Director of Facilities/CTO
- Director of Athletics
- Accountant
- Purchasing Agent
- Consultants
- Food Services Manager
- Bookstore Manager

The Superintendent/President may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements described in this policy. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement to the extent of disclosure requirements. Such determination shall be public record.

Persons holding designated positions shall file statements of economic interest Form 700, as promulgated by the Fair Political Practices Commission, pursuant to Section 18730(b).

The positions identified above shall file their statements with the Feather River Community College District’ Superintendent Office, which shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Approvals:

Board of Trustees September 21, 2006

Revision Approval: Cabinet December 2, 2020

## **AP 2715 Violations of Code of Ethics/Standards of Practice**

Reference:

**Accreditation Standard IV.C.11**

If a violation of BP 2715 (Code of Ethics/Standards of Practice) occurs, or is reported to have occurred, the president of the Board will take the following actions:

- The Board president will discuss the violation with the trustee named in the complaint to reach a resolution.
- If a resolution is not achieved and further action is deemed necessary, the president may appoint an ad hoc committee comprised of two board members not subject to the complaint. In a manner deemed appropriate by the ad hoc committee, a fact-finding process shall be initiated and completed within a reasonable period of time to determine the validity of the complaint.
- The trustee subject to the charge of misconduct shall not be precluded from presenting information to the ad hoc committee.
- Sanctions (if any) will be determined by the Board as a whole and may include a recommendation to the Board to censure the trustee.
- If the president of the Board is perceived to have violated the code, the vice president of the Board is authorized to pursue resolution.

Reference Updated: October 3, 2017

Reference: BP #2715

Approvals:

Board of Trustees March 8, 2006

## **AP 2735 Board Member Travel**

Reference:

**Education Code Section 72423; Government Code Section 11139.8**

Travel by members of the Board may be reimbursed as allowed by Education Code Section 72423. Board members representing Areas 1, 3, and 4 will be compensated on a monthly basis for travel to regular, special, and/or emergency meetings of the board. A form to claim appropriate mileage will be provided at each meeting of the Board by the recording secretary and payment will be processed as soon as practical thereafter. Mileage will be compensated at the current approved rate.

Travel to conferences and/or professional meetings requires approval of a quorum of the Board. Reimbursement for expenses will be made on the basis of receipts for lodging and public transportation, and on District policy related to allowances for per diem for food, and the current approved rate for mileage. Forms for reimbursement shall be available from and processed through the office of the Superintendent/President.

Government Code Section 11139.8 prohibits a state agency from requiring its employees, officers or members to travel to, or approving a request for state-funded or sponsored travel to, any state that, after June 26, 2015, has eliminated protections against discrimination on the basis of sexual orientation, gender identity, or gender expression. This prohibition also applies to any state that has enacted a law that authorized or requires discrimination against same-sex couples or their family or on the basis of sexual orientation, gender identity, or gender expression, subject to certain exceptions. The California Community Colleges Chancellor's Office has indicated it will not approve requests from local community college districts to travel to a restricted state. The California Community College Chancellor's Office has also opined that Government Code Section 1139.8 does not apply to local community college districts. However, California law has recognized local community college districts as state agencies for certain purposes, among those is the community college funding mechanism. Thus, districts should consult with legal counsel in implementing.

Reference: BP #2735

Approvals

Academic Senate: August 14, 2018

Classified Senate: April 26, 2018

Cabinet: October 4, 2018

## CHAPTER 3

### General Institution

#### **Policies:**

|         |  |
|---------|--|
| AP 3050 | Institutional Code of Ethics   |
| AP 3100 | Organizational Structure   |
| AP 3200 | Accreditation  |
| AP 3225 | Institutional Effectiveness  |
| AP 3250 | Institutional Planning   |
| AP 3260 | Integrated Program Review  |
| AP 3280 | Grants   |
| AP 3300 | Public Records   |
| AP 3310 | Records Retention and Destruction  |
| AP 3410 | Nondiscrimination  |
| AP 3415 | Immigration Enforcement Activities   |
| AP 3420 | Equal Employment Opportunity   |
| AP 3430 | Prohibition of Harassment  |
| AP 3433 | Prohibition of Sexual Harassment Under Title IX                            |
| AP 3434 | Responding to Sexual Harassment Based on Sex Under Title IX                |
| AP 3435 | Discrimination and Harassment Complaints and Investigations                |
| AP 3500 | Campus Safety  |
| AP 3501 | Campus Security and Access   |
| AP 3505 | Fire Alarms, Fire Drills, and Facilities Evacuations                       |
| AP 3510 | Workplace Violence Prevention and Response Plan                            |
| AP 3515 | Reporting of Crimes  |
| AP 3516 | Registered Sex Offender Information  |
| AP 3518 | Child Abuse Reporting  |
| AP 3519 | Children on Campus   |
| AP 3520 | Local Law Enforcement  |
| AP 3530 | Weapons on Campus  |
| AP 3540 | Sexual and Other Assaults on Campus  |
| AP 3550 | Drug Free Environment and Drug Prevention Program                          |
| AP 3560 | Alcoholic Beverages  |
| AP 3570 | Smoke and Tobacco Free Environment   |
| AP 3600 | Auxiliary Organizations  |
| AP 3710 | Securing of Copyright  |
| AP 3715 | Intellectual Property  |
| AP 3720 | Computer and Network Use   |
| AP 3725 | Information and Communications Technology Accessibility and Acceptable Use |
| AP 3750 | Use of Copyrighted Material  |
| AP 3810 | Claims Against the District  |
| AP 3820 | Gifts  |
| AP 3900 | Speech: Time, Place, and Manner  |

## AP 3050 Institutional Code of Ethics

Reference:

**Accreditation Standard III.A.1.d.**

Feather River College (FRC) offers forth the following series of values to collectively serve as a Statement of Ethics for our institution. It is meant as an articulation of our collective ethics, and should guide the ethical deliberations of each member of the FRC community. While members of FRC differ in age, gender, race, ethnicity, religion, sexual orientation, political persuasion, and many other personal values, we agree on the following:

- **A respect for persons:** The inherent importance of respecting persons implies recognizing that we are distinctive individuals with our own goals, beliefs, feelings, values and relationships, and that these have a vital place in one's sense of dignity and autonomy.
- **Esteem for education:** Create a student-centered environment for teaching and learning, which emphasizes a respect for the institution and for the values of education and learning, and encourages the belief that access to education is a right and learning at the college level is a privilege and a responsibility.
- **Collegiality and individual responsibility:** With respect for the individual, we also value collegiality, learning and decision-making under the umbrella of collaboration in support of institutional unity.
- **Concern for the personal development of each member of FRC and the community it serves:** We encourage a nurturing environment and offerings that promote culturally enriched opportunities for the professional and personal growth of students, faculty and staff. In addition we recognize the integral relationship between FRC and the community and the responsibility we share to promote diverse opportunities.
- **Do no harm:** At Feather River College every effort is taken to avoid actions and policies that cause unnecessary harm to others. The college is committed to promoting increased individual self-worth, dignity and safety. All members at Feather River College have the right to learn and work in a safe environment free of discrimination. All members of the college community share the responsibility of refraining from activities that tarnish or degrade the image of the institution or any of its constituents, and of protecting the confidentiality of individuals.
- **Fairness:** Evaluations of all members of the Feather River College community shall be based upon clearly stated criteria that are administered equally.
- **Honesty and Openness:** At Feather River College we encourage a respect for truthfulness. This includes the development and expression of intellectual honesty, honesty in relationships with others, and honesty in regard to oneself.

We also encourage that honesty be expressed in the context of openness, and that differences in opinions be respected while working with others in the spirit of harmony and cooperation. We support decisions made by the majority while respecting the rules of democracy, and providing constructive analysis free of personal prejudices and biases.

- **Freedom:** Members of the Feather River College community have the right to academic and artistic expression, which includes investigating and describing their values and beliefs, exploring and discussing controversial points of view, and advocating what they believe is in the best interest of the college. Students, in particular, have a right to be free from indoctrination and other forms of miseducation that fail to respect the autonomy of the student.
- **Sense of Place:** Feather River College is committed to creating a sense of place that integrates social, environmental and educational values. This includes the development of facilities, academic programs, curricula, and community projects to foster ethnic diversity, community congregation, historical and cultural celebrations, environmental explorations, and multi-discipline classes that bridge the varying backgrounds and interests of students and community members.
- **Environmental Stewardship:** Protecting the natural beauty of our unique location is paramount to the delivery of our academic programs. Because the Feather River College campus abuts other public lands, the campus community has an obligation to carefully manage its woodland location and natural laboratories. A respect for nature is a building block in the development of productive citizens.

The Standards & Practices Committee is indebted to University College of the Fraser Valley for providing an inspiring template upon which to construct our Ethics Statement. While we take responsibility for the ideas presented here, we give them credit for the work they did on their Statement, as we borrowed many ideas from it.

Reference: BP #3050  
Approvals:  
Cabinet November 14, 2005



# **AP 3100 Organizational Structure**

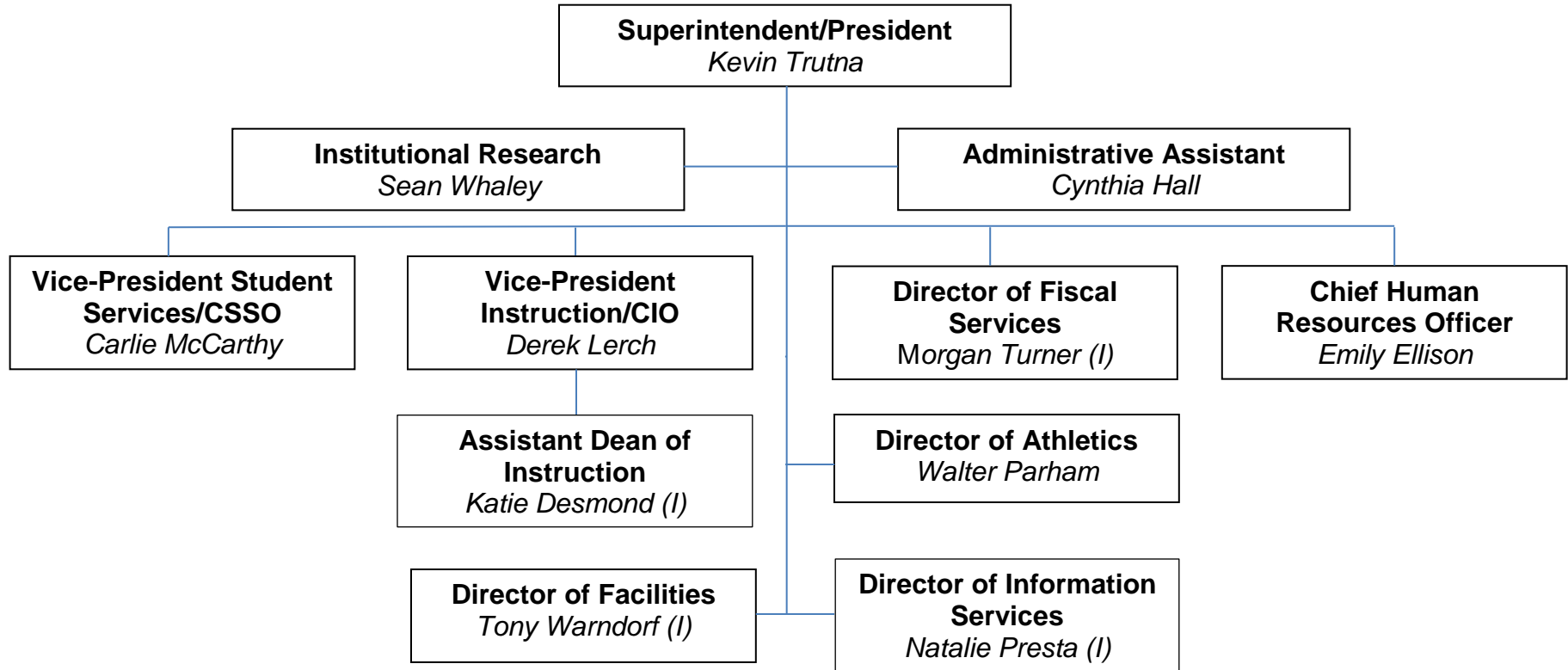
Reference:

**Education Code Section 72400; Title 5, Section 53200**

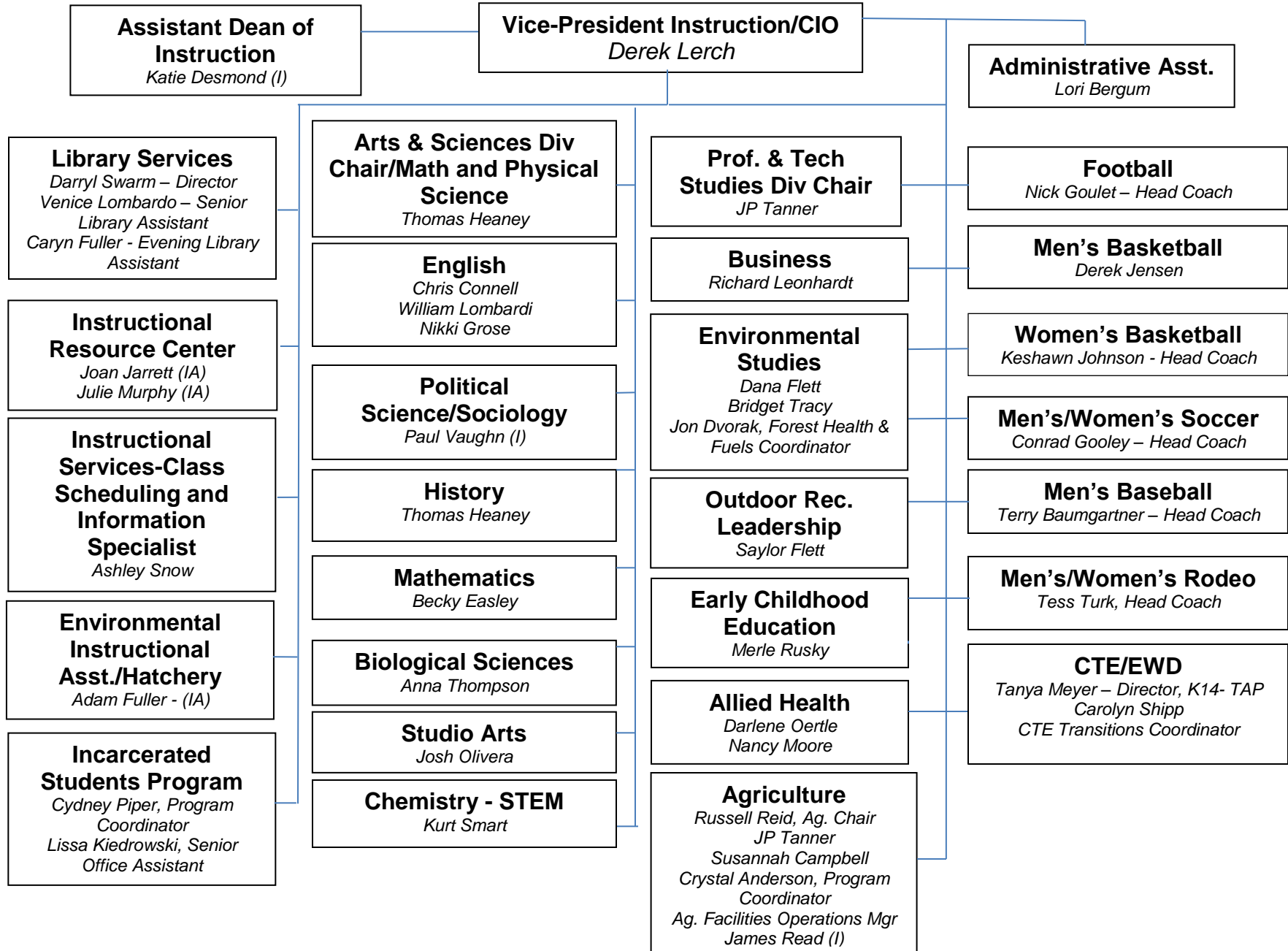
Approvals:

Cabinet: April 5, 2023

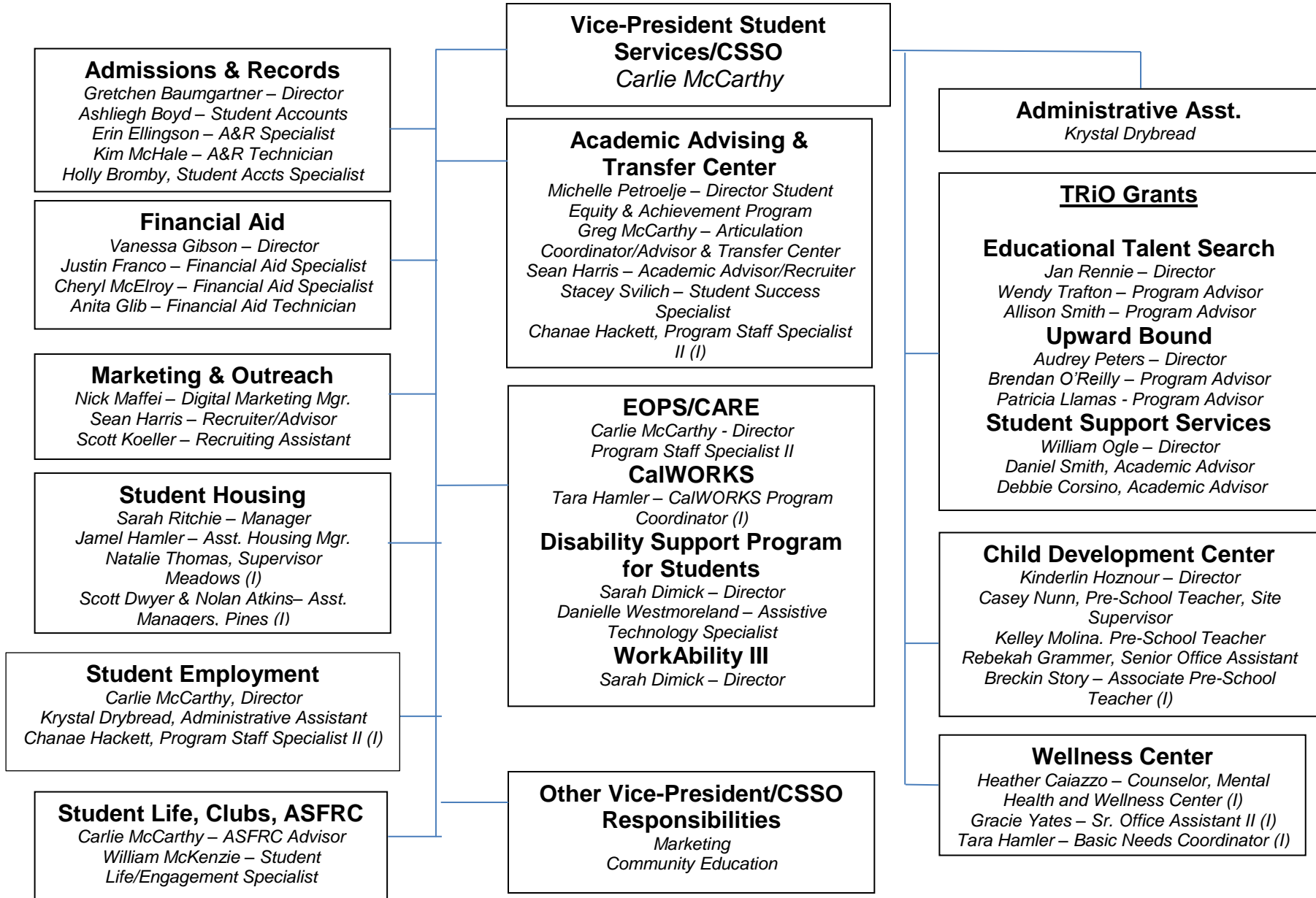
**Feather River College  
Superintendent/President's Staff**



# Feather River College Instruction



# Feather River College Student Services



**Admissions & Records**

Gretchen Baumgartner – Director  
Ashliegh Boyd – Student Accounts  
Erin Ellingson – A&R Specialist  
Kim McHale – A&R Technician  
Holly Bromby, Student Accts Specialist

**Financial Aid**

Vanessa Gibson – Director  
Justin Franco – Financial Aid Specialist  
Cheryl McElroy – Financial Aid Specialist  
Anita Glib – Financial Aid Technician

**Marketing & Outreach**

Nick Maffei – Digital Marketing Mgr.  
Sean Harris – Recruiter/Advisor  
Scott Koeller – Recruiting Assistant

**Student Housing**

Sarah Ritchie – Manager  
Jamel Hamler – Asst. Housing Mgr.  
Natalie Thomas, Supervisor  
Meadows (I)  
Scott Dwyer & Nolan Atkins– Asst. Managers. Pines (I)

**Student Employment**

Carlie McCarthy, Director  
Krystal Drybread, Administrative Assistant  
Chanae Hackett, Program Staff Specialist II (I)

**Student Life, Clubs, ASFRC**

Carlie McCarthy – ASFRC Advisor  
William McKenzie – Student Life/Engagement Specialist

**Vice-President Student Services/CSSO**

Carlie McCarthy

**Academic Advising & Transfer Center**

Michelle Petroelje – Director Student Equity & Achievement Program  
Greg McCarthy – Articulation Coordinator/Advisor & Transfer Center  
Sean Harris – Academic Advisor/Recruiter  
Stacey Svilich – Student Success Specialist  
Chanae Hackett, Program Staff Specialist II (I)

**EOPS/CARE**

Carlie McCarthy - Director  
Program Staff Specialist II

**CalWORKS**

Tara Hamler – CalWORKS Program Coordinator (I)

**Disability Support Program for Students**

Sarah Dimick – Director  
Danielle Westmoreland – Assistive Technology Specialist

**WorkAbility III**

Sarah Dimick – Director

**Other Vice-President/CSSO Responsibilities**

Marketing  
Community Education

**Administrative Asst.**

Krystal Drybread

**TRiO Grants**

**Educational Talent Search**

Jan Rennie – Director  
Wendy Trafton – Program Advisor  
Allison Smith – Program Advisor

**Upward Bound**

Audrey Peters – Director  
Brendan O'Reilly – Program Advisor  
Patricia Llamas - Program Advisor

**Student Support Services**

William Ogle – Director  
Daniel Smith, Academic Advisor  
Debbie Corsino, Academic Advisor

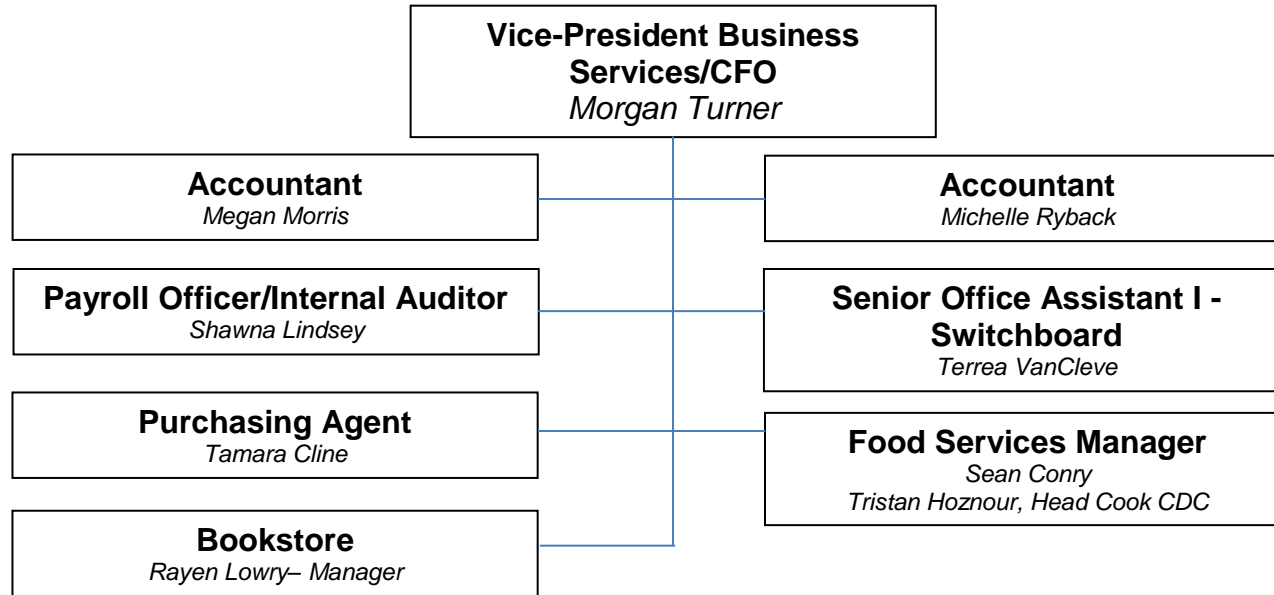
**Child Development Center**

Kinderlin Hoznour – Director  
Casey Nunn, Pre-School Teacher, Site Supervisor  
Kelley Molina. Pre-School Teacher  
Rebekah Grammer, Senior Office Assistant  
Breckin Story – Associate Pre-School Teacher (I)

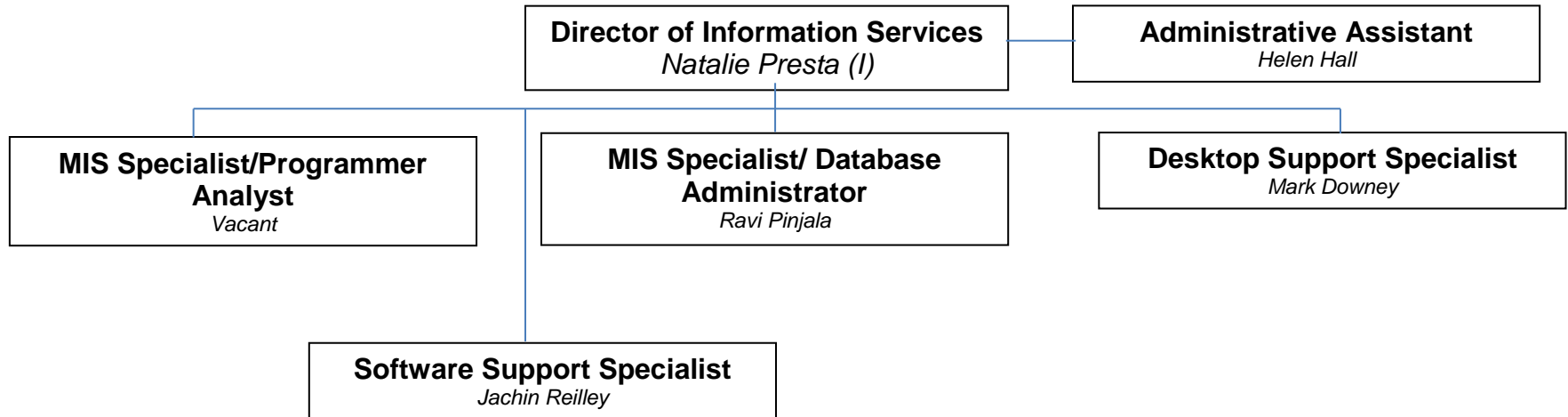
**Wellness Center**

Heather Caiazzo – Counselor, Mental Health and Wellness Center (I)  
Gracie Yates – Sr. Office Assistant II (I)  
Tara Hamler – Basic Needs Coordinator (I)

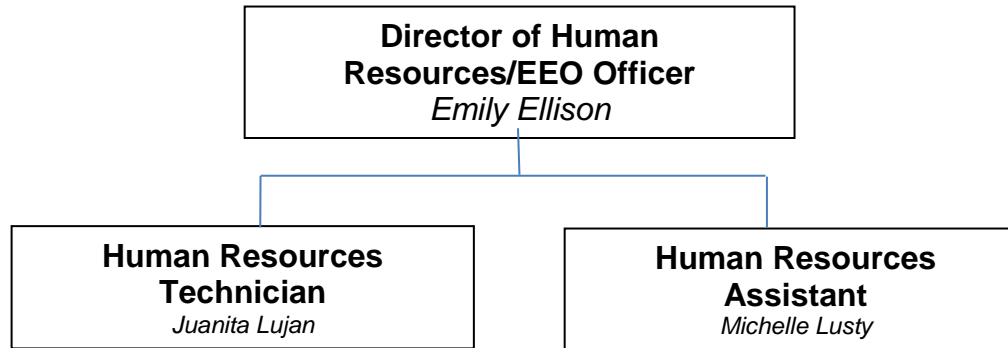
# Feather River College Business Services



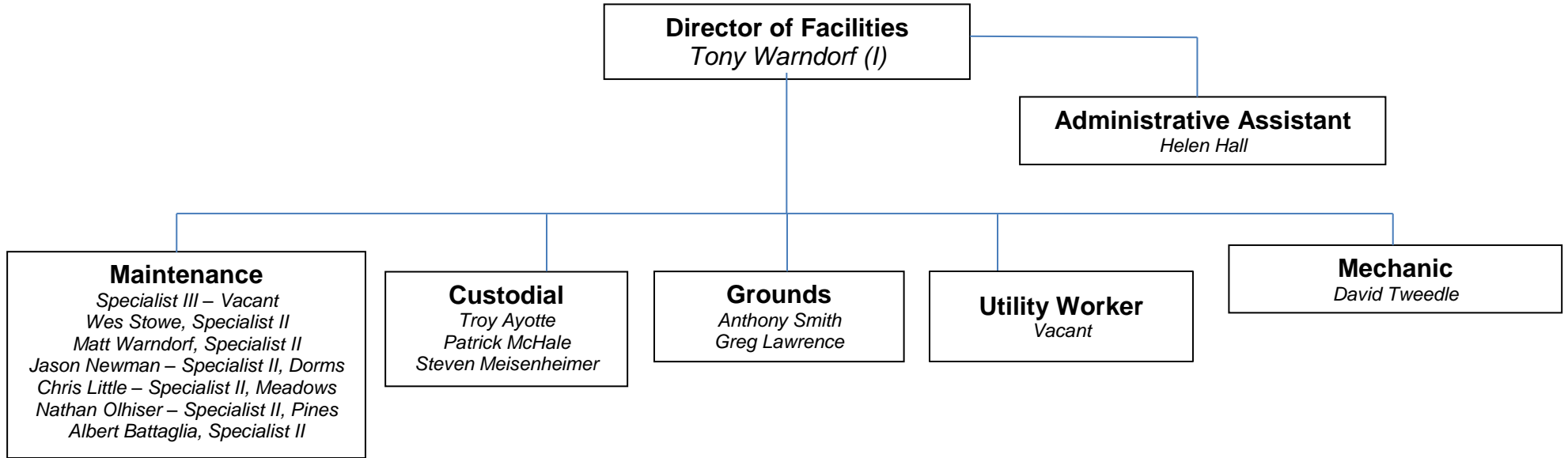
# Feather River College Information Services



**Feather River College  
Human Resources**

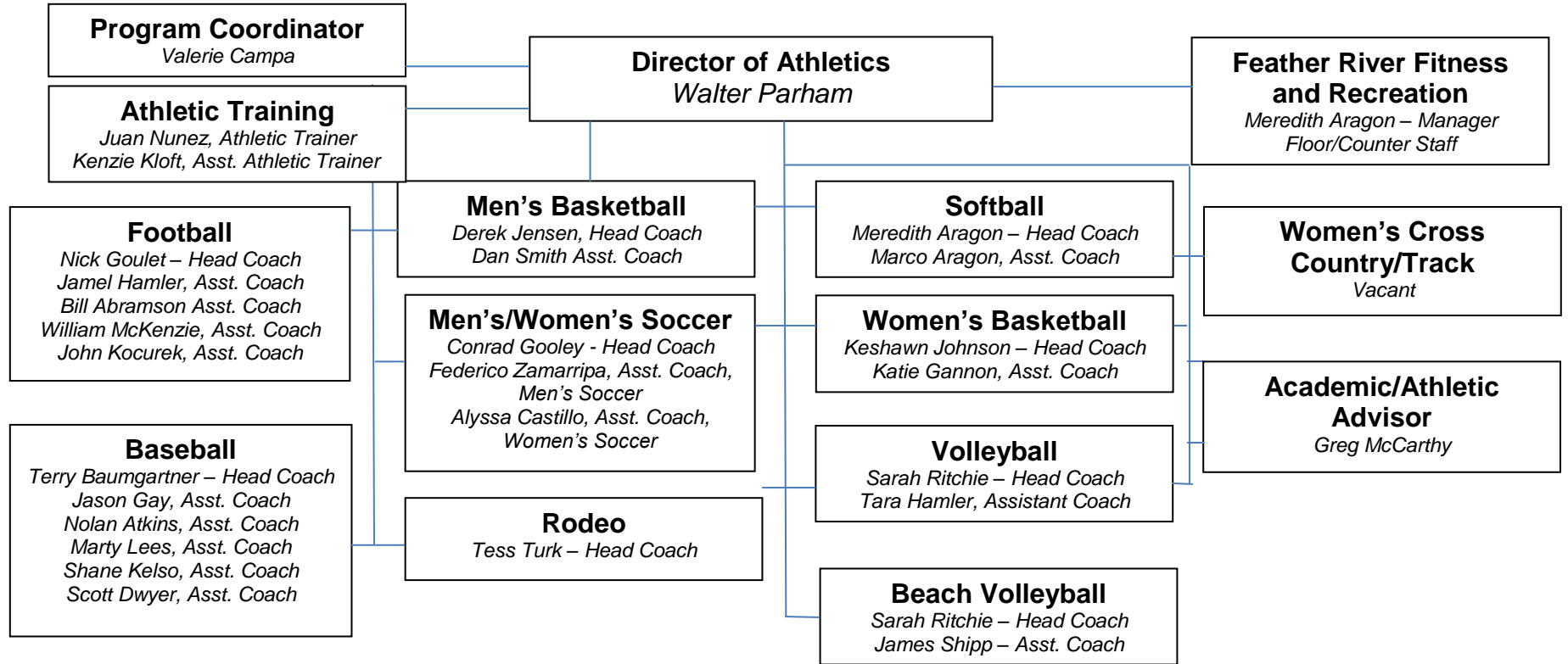


# Feather River College Facilities





# Feather River College Athletic Operations



## **AP 3200 Accreditation**

References:

**Accreditation Eligibility Requirement 21; Accreditation Standards IC12 and 13 (formerly IV.B.1.i); Title 5 Section 51016**

The Feather River Community College District uses the current versions of the Manual for Institutional Self Evaluation Assessing Educational Quality and Institutional Effectiveness; Accreditation Standards Annotated for Continuous Quality Improvement and SLOs; Accreditation Reference Handbook; Guide to Evaluating Institutions; and the Guide to Evaluating Distance Education and Correspondence Education.

Reference Updated: October 2, 2017

Reference: BP #3200

Approvals:

Cabinet: November 1, 2012

## **AP 3225 Institutional Effectiveness**

Reference:

**Education Code Sections 78210 et. seq. and 84754.6; Seymour-Campbell Student Success Act of 2012); ACCJC Accreditation Standard I.B.5-9**

The District shall develop, adopt, and publicly post goals that addresses all of the following: (1) accreditation status; (2) fiscal viability; (3) student performance and outcomes; and (4) programmatic compliance with state and federal guidelines.

The goals should be challenging and quantifiable, address achievement gaps for underrepresented populations, and align the educational attainment of California adult population to the workforce and economic needs of the state.

Reference: BP #3225

Approvals:

Academic Senate: December 9, 2015

Classified Senate: January 25, 2016

Cabinet: February 4, 2016

## **AP 3250 Institutional Planning**

Reference:

**Accreditation Standard I.B; Title 5, Sections 510008, 51010, 51027, 53003, 54220, 55250, 55400 et seq., 55510, 56270 et seq.**

### **Development of the Strategic Plan**

The college's Strategic Plan involves broad based input from all constituent groups, as well as appropriate external input and data. Development of the plan shall be conducted via a comprehensive self-study of the college's strengths, weaknesses, and opportunities, and shall proceed according to a timeline that includes the following:

August to November

Strategic Planning Committee determines strategic needs to be addressed and major planning goals within each area of need, based on review of the campus planning documents and guiding statements, program reviews, projected enrollment, projected revenue, measures of effectiveness and related college wide research.

December to February

Create draft planning document to include major goals, primary responsibility, and estimated staffing and/or financial resources required.

February to April

Campus review of draft planning document to include Campus Community Meetings, review by Academic and Classified Senates, Student Government, and Board of Trustees.

May to June

Governing Board approval.

### **Progress on Goals**

The status of each strategic goal and related tasks shall be assessed annually by the Strategic Planning Committee during the spring semester, and reported to the campus In Campus Community meetings scheduled for this purpose. A status report shall also be provided to the Board at least annually.

### **Modifications**

Modifications to planning goals shall be made at least once every three years, based on a review of program reviews and relevant internal and external data. Sudden adjustments within a year that are required as a result of major changes in state funding, program requirements, staffing issues, student outcomes, natural disaster, and/or unanticipated opportunities shall be drafted by the Strategic Planning Committee and communicated to all constituent groups in a timely manner. Comments and recommendations from employees shall be elicited within a reasonable time frame. Modifications shall be subject

to approval by the Board of Trustees at its first meeting following review of comments and recommendations by the Strategic Planning Committee.

### **Annual Program Review and Operational Planning**

Each academic division, student services department, administrative office, and instructional support unit (Instructional Resource Center and Library) shall submit priorities for the following year in advance of budget development for that year.

Annual priorities and needs shall be made known to the Strategic Planning Committee and the Budget Committee by means of a single document containing (1) an annual program review update, (2) a progress report on goals and objectives from the previous year, (3) goals and objectives for the next year (these may be from one to three years in scope), and (4) a proposed budget. This Annual Program Review document will be due by a date in October, to be announced by the end of August. The Superintendent /President shall determine the annual planning calendar after consultation with the Strategic Planning Committee, the Cabinet, the Associated Students, and the two Senates.

Objectives listed in each Annual Program Review shall be linked to the most closely related goal within the Strategic Plan and shall include a description, assignment of primary responsibility, and estimated staffing and/or financial resources required. Completed Annual Program Reviews shall require the approval of the appropriate administrator, and shall be reviewed by the Strategic Planning Committee and Budget Committee.

The approximate timetable for Annual Program Review and Operational Planning is as follows:

#### August to October

Divisions, departments and support units update Annual Program Review, prepare Progress Report on previous year's goals & objectives, develop new/revised goals and objectives for upcoming year, and submit a Proposed Budget.

October Review/Approval of plans by appropriate administrator

#### October to December

Review of plans by Strategic Planning Committee and Budget Committee

#### November

(At least one) Joint meeting of Strategic Planning Committee and Budget Committee to review strategic priorities and establish working process/protocols for development of budget (per AP 6200).

By January 31

Chief Financial Officer presents comprehensive draft budget to Budget Committee.

February to March

Budget Committee conducts detailed review of budget (per AP 6200), with at least one Joint Meeting with Strategic Planning Committee.

March to May

Strategic Planning committee assesses progress on strategic goals, prepares report for Campus Community and Board of Trustees.

August of following year

Annual cycle commences again, with announcement of due-date for Annual Program Review document.

October of the following year

As part of Annual Program Review submission, each academic division, student services department, administrative office, and instructional support unit reports on progress on annual goals and objectives from the previous year.

### **Progress on Operational Goals**

Operational goals shall be assessed in the fall of each year by the division, department or unit in which they originated. Mid-year assessments are advisable, but not required. A progress report based on the previous year shall be submitted to the Strategic Planning Committee by October of each year.

### **Modifications**

Modifications to planning goals required as a result of major changes in state funding, program requirements, staffing issues, student outcomes, natural disaster, and/or unanticipated opportunities shall be drafted by the division, department, or unit at any time and submitted to the Strategic Planning Committee by the appropriate supervisor. Modifications requiring changes to the Strategic Plan shall proceed according to guidelines described under Development of the Strategic Plan/Modifications, above.

### **Plans Required by State and/or Federal Agencies**

Institutional planning also includes plans required by State and/or Federal agencies. All plans required by State and/or Federal Agencies shall comply with the designated timelines and reporting formats.

### **Evaluation of Institutional Planning Effectiveness**

Institutional planning practices will be quantitatively and qualitatively evaluated every three years to ensure effectiveness and efficiency. Quantitative assessment will include measuring college performance in critical areas (e.g., fiscal solvency, student success). Qualitative feedback from appropriate campus members (e.g., Strategic Planning Committee) will be solicited. The results of this evaluation will be used to make as-needed modifications to the college's planning process.

Reference: BP #3250

Approvals:

Academic Senate: October 10, 2012

Classified Senate: October 16, 2012

Cabinet: November 1, 2012

# **AP 3260 Integrated Program Review**

Reference:

**Education Code Section 78016; Title V Sections 51022; 51024; AP/BP 3250**

Feather River College undergoes a regular and continual program review process for its academic, student, and administrative services programs. This administrative procedure describes the program review process used by the college to ensure sustainable, continuous quality improvement of programs as defined by the Accrediting Commission for Community and Junior Colleges (ACCJC) rubric for evaluating institutional effectiveness.

## **Annual Program Reviews**

College units, departments and services (hereafter referred to collectively as “programs”) review the updated Strategic Plan during August and September of each year to see if there is any information or recommendations relevant to their program. This new information combined with goals from past program reviews allows for program leaders to update program goals and budget needs each year in the development of Annual Program Reviews. If applicable, it is encouraged that program review creators solicit input and feedback from appropriate staff in the creation of program reviews. The Annual Program Reviews will then be provided to all members of the Strategic Planning Committee and Budget Committee for review. Further, appropriate supervising administrators also review each Annual Program Review under her or his purview to provide additional input to the Strategic Planning and Budget Committees. All feedback obtained during the review process will be provided to the originator of the Annual Program Review.

Annual Program Reviews, in addition to being key input in annual budget allocations, allow for continual reflection on program success. The template for Annual Program Review includes a section for reporting on achievement of previous year’s program goals. In addition, key program data elements are provided by the Office of Institutional Research and Planning so that trends can be monitored in areas important to the program. Annual budget request templates are also provided in the Annual Program Reviews that require alignment of budget requests to strategic plan objectives. As part of the annual cycle for institutional planning, implementation of plans and budgeting, Annual Program Reviews are due in October of each academic year.

## **Comprehensive Program Reviews**

The Annual Program Reviews feed into the development of Comprehensive Program Reviews. Comprehensive Program Reviews, due every three to four years depending on the program, are much larger and require more analysis than the Annual Program Reviews. It is expected that Comprehensive Program Reviews will expand upon the findings and trends within its Annual Program Reviews and that additional areas of analysis will be completed, including external data and resources such as ACCJC



recommendations and/or graduate employment tracking. The time-line for Comprehensive Program Reviews shall be posted on the college website.

The value of the Annual Program Reviews correlates highly with the quality of the Comprehensive Program Reviews. Hence, each year members of the lead governance committees (Academic Senate, Classified Senate, ASFRC, and President's Staff) evaluate the Annual Program Review templates to see what elements need to be added, removed or modified so that information necessary for Comprehensive Program Reviews is obtained. As changes are made to the Annual Program Review templates, corresponding changes will be made to the Comprehensive Program Review templates.

Comprehensive Program Reviews require both qualitative and quantitative data for analysis of program outcomes. Program leaders are strongly encouraged to work with the Office of Institutional Research and Planning to find ways to properly collect needed data and for help in interpreting findings from it. The strength of program recommendations will be based upon the level of strength of the findings from such data analysis and external review. It will be these Comprehensive Program Review recommendations that will feed into annual program objectives and budget requests.

Similar to Annual Program Reviews, Comprehensive Program Reviews must be reviewed and findings made available to the campus at large. Comprehensive Program Reviews shall be reviewed the semester following completion. The President, with the guidance of President's Staff, will assign members of the Strategic Planning Committee to be reviewers of each comprehensive review. Campus forums may be set up solely for Comprehensive Program Review presentations and review. The rubric for reviewing program reviews will be completed by the assigned reviewers at the presentation, and further comment will be collected via surveys provided at each such forum. The information from the assigned reviewers and campus community will be summarized and given to the Strategic Planning Committee so that any new needs or ideas that could be useful or important at an institutional level can be used to update and/or revise the Strategic Plan or to identify possible priorities to refer to the Budget Committee. Feedback obtained during the review process will be provided to the originator of the Comprehensive Program Review.

### **Assessment of Outcomes**

Student learning outcomes at the program level (including course level for academic program reviews) shall be assessed via direct and indirect assessment methods. Findings from the analysis of assessment results shall guide program improvements through planning and resource allocation processes. It is the "closing of the loop" here that program review work shall support and improve student achievement and student learning outcomes. It is intended that sufficient and appropriate resources will be provided to meet program and institutional needs.

Integrated program review is cyclic and once a "loop" is closed, the process will repeat. The President's Staff leaders will begin the process of reviewing the program review process each summer to determine what changes, if any, shall be implemented in the

following academic year. Lastly, the Board of Trustees shall be informed of successes and needed improvements found from program review annually. The Office of Institutional Research and Planning will be responsible for coordinating and summarizing comments on program reviews. Once program reviews have been reviewed and finalized by the Office of Institutional Research and Planning they will be made available to the public.

Reference: BP #3260

Approvals:

Academic Senate: December 14, 2011

Classified Senate: December 13, 2011

Cabinet: February 2, 2012

## **AP 3280 Grants**

Reference:

**Education Code Section 70902**

Per Board Policy 3280, all grant applications require timely application which includes a coordinated review to determine potential budget impacts, personnel needs, and sources of support (such as matching, direct or indirect funds), if necessary.

### **New Grants**

Prior to applying for any new grant, the division, program, department, faculty, or staff member must prepare a proposal describing the problem or need that the grant would address; a description of the project; a description of how the grant supports the District's mission; the funding source, i.e., federal, state, local, or private; the amount being requested; matching funds requirements and source(s); impact to college budget; personnel requirements; performance period; the name of the project director and/or administrator; and any other relevant characteristics or requirements that may impact the decision to submit the grant application. This proposal must be approved by the immediate supervisor. A Confirmation of Review form must be completed and the appropriate President's Staff member will bring the proposal and the review form to President's Staff.

When notification of a grant award is received, the Superintendent/President shall prepare, or direct the appropriate administrator to prepare, a Board agenda item requesting acceptance of the funding, if necessary, or a report describing the purpose and amount of the grant.

### **Grant Renewals**

The author(s) must complete a Confirmation of Review form and obtain approval from the appropriate member of President's Staff, who will bring the grant to a President's Staff meeting for information. Upon obtaining the signature of the Superintendent/President, the authors may submit a renewal grant to the funding agency.

Reference: BP #3280

Approvals:

Academic Senate: February 8, 2017

Classified Senate: December 19, 2016

Cabinet: March 3, 2017

## AP 3300 Public Records

Reference:

**Government Code Section 6250 et. seq.; Penal Code Sections 832.7 and 832.8**

Members of the public may request to inspect or copy public records. A request by a member of the public may be delivered by mail or in person to the Office of the Superintendent/President, Vice-President Business Services/CFO, Registrar, or Director of Human Resources/EEO.

Any request shall identify with reasonable specificity the records that are sought. If additional information is required, the administrative assistants to the Superintendent/President, Vice-President Business Services/CFO, or Director of Human Resources/EEO may request that it be provided in writing.

Any request to inspect records shall be made sufficiently in advance of the date of inspection to allow staff time to assemble the records and identify any records that may be exempt from disclosure.

Records that are exempt from disclosure under the Public Records Act or any other provision of law may not be inspected or copied by members of the public. Social security numbers must be redacted from records before they are disclosed to the public.

Members of the public shall be assisted in identifying records or information that may respond to their request. Assistance that may be provided includes: the information technology and physical location in which the records exist; practical suggestions for overcoming denial of access to the records or information and the estimated date and time when the records will be made available.

Within ten working days, the offices of the Superintendent/President, Vice-President Business Services/CFO, Registrar, or Director of Human Resources/EEO will determine whether or not the records can be produced and will communicate the determination to the member of the public requesting the record(s).

The Public Records Act presumes that all records of a public agency are public unless specifically exempted by law. There are now well over a hundred exemptions contained in California law, although most will never apply to a community college district (See Government Code Section 6254 et seq. and 6275 et seq.) Any questions about whether or not a document is exempt should be referred to counsel.

The most common exemptions for community colleges include:

- Student records. (Education Code Section 76243)

- Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business, provided that the public interest in withholding the records clearly outweighs the public interest in disclosure. (Government Code Section 6254 subdivision (a))
- Records pertaining to pending litigation ...or to claims...until the pending litigation or claim has been finally adjudicated or otherwise settled. (Government Code Section 6254 subdivision (b))
- Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code Section 6254 subdivision (c))
- Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination [except for standardized tests provided for by Education Code Sections 99150 et seq.]. (Government Code Section 6254 subdivision (g).)
- The contents of real estate appraisals or engineering or feasibility estimates and evaluations...relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained. (Government Code Section 6254 subdivision (h)).
- Internet posting of home address or telephone numbers of local elected officials (Government Code Section 6254.21)
- Home addresses, home telephone number, cellular phone number, and date of birth of employees of a school district or county office of education (other than to an agent or family member of the employee, to an officer of another school district when necessary, to an employee organization, or to an agency or employee of a health benefit plan.) (Government Code Section 6254.3)
- Personal email addresses (other than to an agent or family member of the employee, to an officer of another school district when necessary, to an employee organization, or to an agency or employee of a health benefit plan) unless the email address is used by the employee to conduct public business, or necessary to identify a person in an otherwise disclosable communication. (Government Code Section 6254.3 subdivision (b))
- Records regarding alternative investments (i.e. an investment in a private equity fund, venture fund, hedge fund, or absolute return fund; limited partnership, limited liability company or similar legal structure) involving public investment funds, unless already publicly released by the keeper of the information.
- Information security records, if disclosure of that record would reveal vulnerabilities to, or otherwise increase the potential for an attack on, the District's information technology system.
- Identification number, alphanumeric character, or other unique identifying code that a district uses to identify a vendor or contractor, or an affiliate of a vendor or contractor, unless the identification number, alphanumeric character, or other unique identifying code is used in a public bidding or an audit involving the public agency. (Government Code Section 6254.33)

The District will comply with the provisions of Penal Code Sections 832.7 and 832.8 regarding the disclosure of specified peace officer and custodial officer personnel records when responding to Public Records requests.

Reference: BP #3300

Approvals:

Academic Senate: February 9, 2022

Classified Senate: February 22, 2022

Cabinet: March 2, 2022

## **AP 3310 Records Retention and Destruction**

Reference:

**Title 5, Sections 59020, et seq.**

“Records” shall mean all maps, books, papers, data processing output, and documents of the District, including but not limited to records created originally by computer, that are required by Title 5 to be retained.

The Registrar, Director of Human Resources, Chief Financial Officer and Superintendent /President shall be responsible for the classification and destruction of records. An annual report shall be made to the Board of Trustees regarding such classification and destruction.

Records shall be classified as required by Title 5 and other applicable statutes, federal and state regulations.

Records shall annually be reviewed to determine whether they should be retained permanently or retained for a period of time as defined in Title 5; or destroyed.

Destruction may be accomplished by any method that assures that the record is permanently destroyed, e.g., shredding, burning, pulping.

Approvals:

Cabinet: September 26, 2005

## **AP 3410 Nondiscrimination**

Reference:

**Education Code Sections 66250 et seq., 200 et seq., and 72010 et seq.;**  
**Penal Code Sections 422.55 et seq; Title 5 Sections 59300 et seq;**  
**Accreditation Eligibility Requirement 20 and ACCJC Accreditation Standard**  
**Catalog Requirements (formerly II B.2 c)**

### **Education Programs**

The District shall provide access to its services, classes and programs without regard to national origin, religion, age, sex (gender), gender identity, gender expression, race or ethnic group identification, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he/she/they is perceived to have one or more of the forgoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

All courses, including noncredit classes, shall be conducted without regard to the gender of the student enrolled in the classes. As defined in the Penal Code, "gender" means sex and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

The District shall not prohibit any student from enrolling in any class or course on the basis of gender.

Academic staff, including but not limited to counselors, instructors and administrators shall not offer program guidance to students which differs on the basis of gender.

### **Nondiscrimination Reference for Employment:**

Reference:

**Education Code Sections 87100 et seq; Title 5 Sections 53000 et seq.;**  
**Government Code Sections 11135 et seq; 12940 et seq. Title 2 Sections**  
**10500 et seq.**

### **Employment**

The District shall provide equal employment opportunities to all applicants and employees regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (gender), gender identity, gender expression, age, sexual orientation, or military and veteran status.



The District shall not discriminate against a person in hiring, termination, or any term or condition of employment or otherwise penalize a person based upon the person's use of cannabis off the job and away from the workplace unless permitted under Government Code Section 12954.

All employment decisions, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, and advancement for all position classifications shall be based on job-related criteria as well as be responsive to the District's needs.

The District shall from time to time as necessary provide professional and staff development activities and training to promote understanding of diversity.

It is unlawful to discriminate against a person who serves in an unpaid internship or any other limited-duration program to provide unpaid work experience in the selection, termination, training, or other terms and treatment of that person on any basis of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender express, age, sexual orientation, or military and veteran status.

Reference: BP #3410

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# AP 3415 Immigration Enforcement Activities

References:

**Education Code Sections 66093 and 66093.3**

## **Responding to Requests for Access for Immigration Enforcement Activities**

District personnel shall provide guidance and offer to campus employees training addressing law enforcement access to campus buildings and student residences. This guide shall include the following required topics:

- Instructions that law enforcement officers cannot enter living quarters to make arrests without a judicial warrant, valid consent, or exigent circumstances.
- Instructions that District personnel, including the campus safety officer, cannot consent to the entry into a residence or dormitory for the purpose of a search or arrest, but a judicial warrant or exigent circumstances may authorize officer entry without consent.
- Campus safety officer contact information to report concerns about the presence of officers engaged in immigration enforcement on any campus property.
- Samples of warrant and subpoena documents that could be used for access onto campus property, or to seize or arrest students or other individuals on campus.
- Sample responses for building personnel or residence hall staff to use in response to officers seeking access for immigration enforcement purposes that avoids classroom interruptions, and that preserves the peaceful conduct of the school's activities.

District personnel shall advise all students, faculty, and staff to immediately notify the office of the Superintendent/President, or their designee, if an officer engaged in immigration enforcement is expected to enter, will enter, or has entered the campus for immigration enforcement purposes. The campus safety officer should also be notified as soon as possible.

No personnel may consent to entry of District facilities or portions thereof.

District personnel shall advise all students, faculty, and staff responding to or having contact with an officer engaged in immigration enforcement executing an immigration order, to refer the entity or individual to the office of the Superintendent/President, or their designee, for purposes of verifying the legality of any warrant, court order, or subpoena.

If the officer declares that exigent circumstances exist and demands immediate access to the campus, District personnel should not refuse the officer's orders and immediately contact the Director of Facilities.

The office or designee of the Superintendent/President shall determine what type of authorization is being provided to support the officer's request for access:

- **A U.S. Immigrations and Customs Enforcement (ICE) “warrant.”** Immediate compliance is not required. District personnel shall inform the officer that they cannot consent to any request without first consulting with the District Superintendent /President or their designee. Provide a copy of the warrant to the designated administrator (where possible, in consultation with legal counsel) as soon as possible.
- **A federal judicial warrant (search-and-seizure warrant or arrest warrant):** Prompt compliance with such a warrant is usually legally required, but where feasible, consult with the Superintendent/President or their designee before responding.
- **A subpoena for production of documents or other evidence:** Immediate compliance is not required. Inform the officer that the District cannot respond to the subpoena until after it has been reviewed by a designated administrator. Provide a copy of the subpoena to a designated administrator or legal counsel as soon as possible.
- **A notice to appear:** This document is not directed at the District. District personnel are under no obligation to deliver or facilitate service of this document to the person named in the document. If a copy of the document is received, it must be given to a designated administrator as soon as possible.

District personnel should not attempt to physically interfere with an officer, even if the officer appears to be acting without consent or exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, District personnel shall make a record of the contact and forward the information to the Office of the Superintendent/President.

In making record of the contact with an immigration enforcement officer, District personnel shall provide the following information:

- Name of the officer, and, if available, the officer’s credentials and contact information;
- Identity of all school personnel who communicated with the officer;
- Details of the officer’s request;
- Whether the officer presented a warrant, subpoena, or court order to accompany their request, what was requested in the warrant/subpoena/court order, and whether the warrant/subpoena/court order was signed by a judge;
- District personnel’s response to the officer’s request;
- Any further action taken by the immigration officer; and
- Photo or copy of any documents presented by the agent.

District personnel shall provide a copy of those notes, and associated documents collected from the officer, to the Human Resources Officer.

In turn, the Human Resources Officer shall submit a timely report to the District’s governing board and the campus public safety officer regarding the officer’s requests and actions and the District’s response(s).

## **Responding to Immigration Acts Against Students or Family Members**

If there is reason to suspect that a student, faculty member, or staff person has been taken into custody as the result of an immigration action, District personnel shall notify the person's emergency contact that the person may have been taken into custody.

District personnel shall designate a staff person as a point of contact for any student, faculty member, or staff person who may or could be subject to an immigration order or inquiry.

District personnel shall not discuss the personal information, including immigration status information, of any student, faculty member, or staff person with anyone, or reveal the personal information to anyone, unless disclosing this information is permitted by federal and state law.

District personnel shall maintain a contact list of legal service providers who provide legal immigration representation and provide this list free of charge to any student who requests it. At minimum, the list shall include the legal service provider's name and contact number, e-mail address, and office address.

If a student is detained or deported, or is unable to attend to their academic requirements because of an immigration order, District shall make all reasonable efforts to assist the student in retaining any eligibility for financial aid, fellowship stipends, exemption from nonresident tuition fees, funding for research or other educational projects, housing stipends or services, or other benefits the student has been awarded or received subject to and in compliance with its policy.

District personnel shall permit a student who is subject to an immigration order to re-enroll if and when the student is able to return to the District, subject to and in compliance with its policy and will make reasonable and good-faith efforts to provide for a seamless transition in the student's re-enrollment and reacquisition of campus services and support.

District personnel shall be available to assist any student, faculty, and staff who may be subject to an immigration order or inquiry, or who may face similar issues, and whose education or employment is at risk because of immigration enforcement actions.

Approvals:

Academic Senate: January 16, 2024

Classified Senate: November 30, 2023

Cabinet: February 12, 2024

# AP 3420 Equal Employment Opportunity

## References:

**Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq. and Sections 59300 et seq. ACCJC Accreditation Standard III.A.12; Government Code Sections 7400 et seq. and 12940 et seq.**

- Be developed in collaboration with the District's Equal Employment Opportunity Advisory Committee;
- Be reviewed and adopted at a regular meeting of the governing board where it is placed on the agenda as a separate action item and not part of the consent agenda;
- Cover a period of three years, after which a new or revised plan shall be adopted; and
- Be submitted to the California Community Colleges Chancellor's Office at least 90 days prior to its adoption. Comments received from the California Community Colleges Chancellor's Office on the proposed plan must be presented to the governing board prior to adoption.
- Submission of plans and revisions to the state Chancellor's Office for review and approval as required.
- The designation of the District employee or employees who have been delegated responsibility and authority for implementing the plan and assuring compliance with the requirements of this Procedure;
- The procedure for filing complaints and the person with whom such complaints are to be filed;
- A process for notifying all District employees of the provisions of the plan and the policy statement required;
- A process for ensuring that District employees who are to participate on screening or selection committees shall receive appropriate training on the requirements of the applicable Title 5 regulations and of state and federal nondiscrimination laws;
- A process for providing annual written notice to appropriate community-based and professional organizations concerning the District's plan and the need for assistance from such organizations in identifying qualified applicants for openings within the District;

- An analysis of the number of persons from “monitored groups”, as defined by Title 5 Section 53001(i), who are employed in the District's work force and those who have applied for employment in each of the job categories listed below.
- A process for gathering information and periodic, longitudinal analysis of the District's employees and applicants, broken down by number of persons from “monitored groups”, as defined by Title 5 Section 53001 subdivision (i), who are employed in the District's work force and those who have applied for employment in each of the categories listed below.
- An analysis of the degree to which monitored groups are underrepresented in comparison to the numbers of persons from such groups whom the state Chancellor's Office determines to be available and qualified to perform the work required for each such job category and whether or not the underrepresentation is significant;
- The steps the District will take to promote diversity in its work force;
- Methods for addressing any discrimination that is detected in the District's hiring practices, and;
- Additional steps to address any significant underrepresentation of monitored groups identified in the plan.

The plan shall be a public record. The District shall make a continuous good faith effort to comply with the requirements of the plan.

### **Annual Evaluation**

An annual survey is completed by the Human Resources/EEO Department on its employees and applicants for employment in order to evaluate progress in implementing the EEO Plan and to provide data needed for required analysis.

An annual report to the Chancellor's Office of the California Community Colleges will also be completed on the results of its annual survey of employees. The report shall identify each employee as belonging to one of the following seven job categories:

- Executive/Administrative/Managerial;
- Faculty and other Instructional Staff;
- Professional Non-faculty;
- Secretarial/Clerical;
- Technical and Paraprofessional;

- Skilled Crafts;
- Service and Maintenance;

The opportunity is afforded for each employee to identify his/her/their gender, ethnicity and, if applicable, disability. This opportunity must allow for a person to designate multiple ethnic groups with which he/she/they identifies. However, the person may only be counted in one group for reporting purposes.

Districts shall review the annually collected demographic data to determine if significant underrepresentation of a monitored group may be the result of non-job-related factors in the employment process. For the purposes of this subdivision the phases of the employment process include but are not limited to recruitment, hiring, retention, and promotion. The information to be reviewed shall include but need not be limited to:

Longitudinal analysis of data regarding job applicants to identify whether over multiple job searches, a monitored group is disproportionately failing to move from the initial applicant pool, to the qualified applicant pool; and analysis of data regarding potential job applicants, to the extent provided by the Chancellor of the California Community Colleges, which may indicate significant underrepresentation of a monitored group.

### **EEO Advisory Committee**

The District has established an EEO Advisory Committee that includes a diverse membership whenever possible, and as outlined in the Equal Employment Opportunity Purpose Statement, as the advisory body to the District in accordance with the District's Plan. The advisory committee shall receive training in all of the following: applicable Title 5 regulations and of state and federal nondiscrimination laws; the educational benefits of workforce diversity, the identification and elimination of bias in hiring decisions; and the role of the advisory committee in the carrying out of the District's EEO Plan.

The responsibilities of the EEO Advisory Committee shall include but not be limited to the following:

- Review and advise on recruitment efforts; job announcements, interview protocols, retention efforts and other aspects of the hiring, retention, and promotion processes that impact the District's ability to attract and retain a diverse faculty and staff;
- Advise on implementing the District's obligation to hire faculty and administrators with a demonstrated sensitivity to, and understanding of, the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students;

- Promote communication with community groups and organizations for people with disabilities;
- Promote hiring of faculty who have, themselves, graduated from a community college;
- Develop communications among departments to foster understandings of the Plan;
- Advise the Superintendent/ President regarding special training or staff development needs;
- Review the Plan and monitor its progress;
- Recommend changes needed in the Plan; and
- Review and approve the annual written report to the Superintendent/ President], the Board of Trustees, and the Chancellor's Office for the California Community Colleges.

### **Employment Procedures**

An equitable and inclusive employment process is essential to improve diversity, reduce barriers to employment, and allow potential applicants the opportunity to demonstrate that they meet or exceed the minimum qualifications for employment. The District's employment procedures are driven by diversity, equity, inclusion and accessibility.

### **Job Analysis and Validation**

- The Chief Human Resources Officer, shall assure that a proper job analysis is performed for every job filled by the District to determine and validate the knowledge, skills, abilities and characteristics an employee must possess to perform the job satisfactorily.
- A statement of bona fide essential functions and minimum qualifications shall be developed for all positions.

### **Job Description**

- Every job description shall provide a general statement of job duties and responsibilities.
- Job specifications shall include functions and tasks; knowledge; skills; ability; and job related personal characteristics, including but not limited to sensitivity to and understanding of the diverse academic, socioeconomic, cultural, linguistic, disability, and ethnic backgrounds of community college students.



## **Recruitment**

- Recruitment must be conducted actively within and outside of the District work force.
- Open recruitment is mandated for all new full-time and part-time positions, except under limited circumstances involving short term or substitute hires.
- Recruitment must utilize outreach strategies designed to ensure that all qualified individuals, from all monitored groups, are provided the opportunity to seek employment with the District.
- Recruitment for administrative, management, and faculty positions (full and part-time) may include advertisement in appropriate professional journals, job registries and newspapers of general circulation; distribution of job announcements to the EEO Registry, two and four year colleges, and graduate schools where appropriate candidates might be enrolled; recruitment at conferences, fairs, and professional meetings; notices to institutions and professional organizations that primarily serve members of monitored groups that are underrepresented in the District.
- Recruitment for classified positions shall include notice to all District personnel; notice to Employment Development Department; and advertising in area newspapers of general circulation.

## **Applicant Pools**

- The application for employment shall afford each applicant an opportunity to identify himself/herself/themselves voluntarily as to gender, ethnicity and, if applicable, his/her/their disability. This information shall be maintained in confidence and shall be used only for research, validation, monitoring, evaluation of the effectiveness of the Plan, or as authorized by law.
- After the application deadline has passed, the initial applicant pool shall be analyzed to determine whether the projected representation has been achieved for monitored groups. If these projections have not been met, the District shall immediately determine whether the failure to meet the projected representation of monitored groups in the initial pool was due to discriminatory practices. If not, the hiring process may continue to the next level. If, however, the District determines that discriminatory practices caused the underrepresentation, the District may immediately, and before the selection process continues, consult with legal counsel to determine what, if any, corrective action is required by law.
- Once the qualified pool is formed, the pool must again be analyzed. If this analysis reveals adverse impact against any monitored group, the District may immediately, and before the selection process continues, consult with legal counsel to determine what, if any, corrective action is required by law.

## Screening and Selection

Screening, selecting and interviewing candidates for all positions shall include thorough and fair procedures that are sensitive to issues of diversity. *Procedures to be used must address or include that.*

- Hiring procedures will be provided to the California Community Colleges Chancellor's Office on request.
- All tests conform to generally applicable legal standards for uniformity.
- A reasonable number of candidates are identified for interview.
- Screening and selection committees are developed that are representative of the District community and campus; include administrators, faculty and classified staff; include a diverse membership when possible; do not include applicants or persons who have written letters of recommendation.
- Every screening and selection committee includes an individual trained to monitor conformance with EEO requirements. The Human Resources Director assures that the screening and selection process conforms to accepted principles and practices, including preparation of job related questions in advance; maintains records of screening checklists and rating scales, which shall be signed and kept on file; maintains notes for all interviews and record relevant factual reasons stating why a candidate was not hired or was not invited to interview; and monitors the hiring process for adverse impact.
- Selection shall be based solely on the stated job criteria.

If the District determines that a particular monitored group is significantly underrepresented with respect to one or more job categories, the District shall take the following additional steps:

- Review its recruitment procedures;
- Consult with counsel to determine whether there are other, additional measures that may be undertaken that are required and/or permitted by law;
- Consider various other means of reducing the underrepresentation which do not involve taking monitored group status into account and implement any such techniques that are feasible;

If significant underrepresentation persists:

Monitor on an on-going basis;

- Review each locally-established job qualification to determine if it is job related and consistent with business necessity;
- Discontinue the use of any non-job related local qualification; and
- Continue using job-related local qualifications only if no alternative standard is reasonably available.

### **Delegation of Authority**

It is the goal of the District that all employees promote and support equal employment opportunity because equal employment opportunity requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of this Plan are set forth below.

*Governing Board:* The governing board is ultimately responsible for proper implementation of the District's Plan at all levels of District and College operation, and for ensuring equal employment opportunity as described in the Plan.

*Chief Executive Officer:* The governing board delegates to the Chief Executive Officer, the Superintendent/ President of the District, the responsibility for ongoing implementation of the Plan and for providing leadership in supporting the District's equal employment opportunity policies and procedures. The Chief Executive Officer shall advise the governing board concerning statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on Plan implementation. The Chief Executive Officer shall assume (or delegate) responsibility for receiving complaints described in Plan Component 6 if the Chief Human Resources Officer is named in the complaint. The Chief Executive Officer shall evaluate the performance of all administrative staff who report directly to him/her on their ability to follow and implement the Plan.

*Equal Employment Opportunity Officer:* The District has designated the Chief Human Resources Officer as its Equal Employment Opportunity Officer who is responsible for the day-to-day implementation of the Plan. If the designation of the equal employment opportunity officer changes before this Plan is next revised, the District will notify employees and applicants for employment of the new designee. The Equal Employment Opportunity Officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements of Title 5, sections 53000 et seq. The Equal Employment Opportunity Officer is also responsible for receiving complaints described in Plan Component 6 and for ensuring that applicant pools and selection procedures are properly monitored.

*Equal Employment Opportunity Advisory Committee:* The District will establish an Equal Employment Opportunity Advisory Committee to act as an advisory body to the equal employment opportunity officer and the District as a whole to promote understanding and

support of equal employment opportunity policies and procedures. The Equal Employment Opportunity Advisory Committees shall assist in the implementation of the Plan in conformance with state and federal regulations and guidelines, assist in monitoring equal employment opportunity progress, and provide suggestions for Plan revisions as appropriate.

*Agents of the District:* Any organization or individual, whether or not an employee of the District, who acts on behalf of the governing board with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of this Plan.

*Good Faith Effort:* The District shall make a continuous good faith effort to comply with all the requirements of this Plan.

### **Complaint Procedure**

Any person may file a written complaint with the Chief Human Resources Officer alleging the District violated this policy and procedures. The District shall immediately forward a copy of the complaint to the California Community Colleges Chancellor's Office, which may require that the District provide a written investigative report within 90 days. The District shall also process complaints that allege unlawful discrimination according to the procedures set forth in AP 3430, Prohibition of Harassment and AP 3435, Discrimination and Harassment Complaints and Investigations.

### **Job Announcements**

All job announcements shall contain a statement in substantially the following form: The District is an equal opportunity employer. The policy of the District is to encourage applications from persons who are economically disadvantaged and individuals belonging to significantly underrepresented groups within the District's workforce, including ethnic and racial minorities, women, and persons with disabilities.. No person shall be denied employment because of ethnicity or race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex gender, gender identity, gender expression, age, marital status, sexual orientation, veteran or military status, or political or organizational affiliation.

### **Dissemination and Revision of the Plan**

The following good practice will be implemented:

- All managers and supervisors shall be given copies of the plan as revised from time to time and any guidelines for implementing the plan. Copies of the plan shall be provided to the Senate and Union leaders. In addition, a copy of the plan will be posted on the District website.
- Statements of nondiscrimination shall be posted at locations where applications for employment are distributed.
- Such plans shall be reviewed at least every three years and, if necessary, revised and submitted to the state Chancellor's Office within 90 days of the effective date of the revision or amendment(s). If the Chancellor determines

that a district's policies do not comply with 59300 et al., the Chancellor may require the District to modify its policies.

### **Accountability and Corrective Action**

The District shall certify annually to the Chancellor of the California Community Colleges that they have timely:

- Recorded, reviewed and reported the data required regarding qualified applicant pools;
- Reviewed and updated, as needed, the Strategies Component of the District's EEO Plan; and
- Investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with Section 59300) of chapter 10 of this division.

Reference BP #3420

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# AP 3430 Prohibition of Harassment

## References:

**Education Code Sections 212.5; 44100; 66281.5; Title 5, Sections 59320 et seq.; Government Code Sections 12940 and 12923; Civil Code Section 51.9; Title IX, Education Amendments of 1972; Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000e.**

The Feather River Community College District is committed to providing an academic and work environment free of unlawful harassment. This procedure further defines sexual harassment and other forms of harassment on campus and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the District.

This procedure and the related policy protects students, employees, unpaid interns, and volunteers in connection with all the academic, educational, extracurricular, athletic and other programs of the District, whether those programs take place in the District's facilities, a District bus, or at a class or training program sponsored by the District at another location.

## Definitions

**General Harassment**: Harassment based on race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation of any person, military and veteran status or the perception that a person has one or more of these characteristics is illegal and violates District policy. Harassment shall be found where a reasonable person with the same characteristics as the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.

Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment if it meets the definition above. For example, repeated derisive comments about a person's competency to do the job, when based on that person's gender, could constitute gender-based harassment. Harassment comes in many forms, including but not limited to, the following conduct that could, depending on the circumstances, meet the definition above, or could contribute to a set of circumstances that meets the definition.

## Forms of Harassment:

**Verbal**: Inappropriate or offensive remarks, slurs, jokes or innuendoes, based on a person's race, gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical

appearance, attire, sexual prowess, marital status or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation; or sexist, patronizing or ridiculing statements that convey derogatory attitudes based on gender, race, nationality, sexual orientation or other protected status.

**Physical:** Inappropriate or offensive touching, assault, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering, or intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against, or blocking another person, whistling or sexual gestures. It also includes any physical assault or intimidation directed at an individual, due to that person's gender, race, national origin, sexual orientation, or other protected status. Physical sexual harassment includes acts of sexual violence such as rape, sexual assault, sexual battery, and sexual coercion. Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual also may be unable to give consent due to an intellectual or other disability.

**Visual, Electronic, or Written:** The display or circulation of visual, electronic, or written material that degrades an individual or group based on gender, race, nationality, sexual orientation, or other protected status. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics, or electronic media transmissions.

**Environmental:** A hostile academic or work environment exists where it is permeated by sexual innuendo; insults or abusive comments directed at an individual or group, based on gender, race, nationality, sexual orientation or other protected status; or gratuitous comments regarding gender, race, sexual orientation, or other protected status that are not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work environment. It can also be created by an unwarranted focus on, or stereotyping of, particular racial or ethnic groups, sexual orientations, genders or other protected statuses. An environment may also be hostile toward anyone who merely witnesses unlawful harassment in his or her immediate surroundings, although the conduct is directed at others. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

**Sexual Harassment:** In addition to the above, sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when made by someone from, or in, the work or educational setting when:

- submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress;
- submission to, or rejection of, the conduct by an individual is used as a basis of employment or academic decisions affecting the individual;
- the conduct has the purpose or effect of having a negative impact upon an individual's work or educational performance, or of creating an intimidating, hostile or offensive work or educational environment;
- submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the District.

This definition encompasses two kinds of sexual harassment:

**"Quid pro quo"** sexual harassment occurs when a person in a position of authority makes educational or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.

**"Hostile environment"** sexual harassment occurs when unwelcome sexual conduct or conduct based on a person's gender alters the conditions of an individual's learning or work environment, unreasonably interfere with an individual's academic or work performance, or create an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile. A single or isolated incident of sexual harassment may be sufficient to create a hostile environment if it unreasonably interfered with the person's academic work performance or created an intimidating, hostile, or offensive learning or working environment.

Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

### **Consensual Relationships**

Romantic or sexual relationships between supervisors and employees or between administrators, faculty, or staff members and students are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. This is particularly true of relations between students and faculty. A conflict of interest may arise if the administrator, faculty, or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. In the event that such relationships do occur, the District has the authority to transfer any involved



employee, to eliminate or attenuate the supervisory authority of one over the other, or of a teacher over a student. Such action by the District is a proactive and preventive measure to avoid possible charges of harassment and does not constitute discipline against any affected employee.

### **Academic Freedom**

No provision of this Administrative Procedure shall be interpreted to prohibit conduct that is legitimately related to the course content, teaching methods, scholarship, or public commentary of an individual faculty member or the educational, political, artistic, or literary expression of students in classrooms and public forums. Freedom of speech and academic freedom are, however, not limitless and this procedure will not protect speech or expressive conduct that violates federal or California anti-discrimination laws.

Reference: BP #3430, AP #3435

Approvals:

Academic Senate: August 13, 2019

Classified Senate: June 20, 2019

Cabinet: September 5, 2019

# AP 3433 Prohibition of Sexual Harassment under Title IX

References:

**Title 5 Sections 59320 et seq.;**

**Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e;**

**Title IX Education Amendments of 1972**

The District is committed to providing an academic and work environment free of unlawful sex harassment under Title IX. This procedure defines sexual harassment on campus.

This procedure and the related policy protects students, employees, in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, a District bus, or at a class or training program sponsored by the District at another location.

## Definitions

**Sexual Harassment under Title IX:** Conduct that satisfies one or more of the following:

- A District employee conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (*quid pro quo* harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- Sexual assault, including the following:
  - **Sex Offenses.** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
  - **Rape** (except Statutory Rape). The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their temporary or permanent mental or physical incapacity. There is carnal knowledge if there is the slightest penetration of the genital or anal opening of the body of another person.
  - **Sexual Assault with an Object.** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything the offender uses other than the offender's genitalia, e.g., a finger, bottle, handgun, stick.

- **Fondling.** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity.
- **Sex Offenses, Non-Forcible Unlawful, Non-Forcible Sexual Intercourse.**
  - **Incest.** Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - **Statutory Rape – Non-Forcible.** Sexual intercourse with a person who is under the statutory age of consent. There is no force or coercion used in Statutory Rape; the act is not an attack.
- **Dating violence.** Violence against a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of a relationship will be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- **Domestic Violence.** Violence committed:
  - By a current or former spouse or intimate partner of the victim;
  - By a person with whom the victim shares a child in common;
  - By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
  - By a person similarly situated to a spouse of the victim under the domestic or family violence laws of California; or
  - By any other person against an adult or youth victim protected from that person's acts under the domestic or family violence laws of California.
- **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her/their safety or the safety of others or suffer substantial emotional distress.

Reference: BP #3433, AP #3434, #3435, #3540

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# **AP 3434 Responding to Harassment Based on Sex under Title IX**

References:

**20 U.S. Code Sections 1681 et seq.; 34 Code of Federal Regulations Parts 106.1 et seq.**

## **Introduction**

The District encourages members of the District community to report sexual harassment. This procedure only applies to conduct defined as sexual harassment under Title IX and applicable federal regulations and that meets Title IX jurisdictional requirements. The District will respond to sexual harassment and sexual misconduct that falls outside that definition and outside the jurisdiction of the Title IX federal regulations using California law and applicable District policies and procedures. In implementing these procedures discussed below, the District will also provide supportive measures, training, and resources in compliance with California law, unless they are preempted by the Title IX regulations.

## **Title IX Coordinator**

Questions concerning Title IX may be referred to the District Title IX Coordinator whose contact information is below.

The District's Title IX Coordinator is the Chief Human Resources Officers and the Title IX Coordinator's contact information is:

Address and office location: 570 Golden Eagle Avenue, Quincy, California 95971

Phone number: 530-283-0202 x 280

Email: [hr@frc.edu](mailto:hr@frc.edu)

The Title IX Coordinator is required to respond to reports of sexual harassment or misconduct. The Title IX Coordinator will handle information received with the utmost discretion and will share information with others on a need-to-know basis. For example, the Title IX Coordinator may need to address public safety concerns on campus, comply with state and federal legal requirements, or share information to implement supportive measures.

A report of sexual harassment to the Title IX Coordinator does not necessarily lead to a full investigation, as discussed more fully below. However, the Title IX Coordinator will make an assessment to determine if there is a safety risk to the campus. If the Title IX Coordinator finds there is a continued risk, the Title IX Coordinator will file the formal complaint without the Complainant's consent or cooperation.

## **Title IX Harassment Complaints, Investigations, and Hearings**

These Title IX sexual harassment procedures and the related policy protect students, employees, applicants for employment, and applicants for admission.

The investigation and adjudication of alleged sexual harassment under this procedure is not an adversarial process between the Complainant, the Respondent, and the witnesses, but rather a process for the District to comply with its obligations under existing law. The Complainant does not have the burden to prove, nor does the Respondent have the burden to disprove, the underlying allegation or allegations of misconduct.

### **Jurisdictional Requirements – Application of Procedures**

These procedures apply if the conduct meets the following three jurisdictional requirements:

- The conduct took place in the United States;
- The conduct took place in a District “education program or activity.” This includes locations, events, or circumstances over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred, including on-campus and off-campus property and buildings the District owns or controls or student organizations officially recognized by the District own or control.
- The conduct meets the definition of Title IX “sexual harassment.”

### **Definitions**

**Advisor:** Throughout the grievance process, both the Complainant and Respondent have a right to an Advisor of their choice. If a Party does not have an Advisor at the time of the hearing, the District must provide the Party an Advisor of its choice, free of charge. The District may establish restrictions regarding the extent to which the Advisor may participate in the proceedings as long as the restrictions apply equally to both Parties.

Parties have the right to consult with an attorney, at his/her/their own expense, at any stage of the Complaint process if he/she/they wishes to do so. An attorney may serve as an advisor.

The regulations only require the District to provide an Advisor to conduct cross-examination. It is **strongly recommended** the District provide an Advisor for the entire hearing, if the Party does not identify his/her/their own private Advisor so the Advisor is able to observe the direct examination of all witnesses and thus better able to conduct cross-examination.

**Complainant:** A Complainant is an individual who alleges he/she/they is the victim of conduct that could constitute sexual harassment.

**Consent:** Consent means affirmative, conscious, and voluntary agreement to engage in sexual activity. Both Parties must give affirmative consent to sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that he/she/they has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest, lack of resistance, or silence does not indicate consent. Affirmative consent must be ongoing throughout a sexual activity and one can revoke his/her/their consent at any

time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, is not an indicator of consent.

The Respondent's belief that the Complainant consented will not provide a valid defense unless the belief was actual and reasonable, based on the facts and circumstances the Respondent knew, or reasonably should have known, at the time of the incident. A Respondent's belief is not a valid defense where:

- The Respondent's belief arose from the Respondent's own intoxication or recklessness;
- The Respondent did not take reasonable steps to ascertain whether the Complainant affirmatively consented; or
- The Respondent knew or a reasonable person should have known that the Complainant was unable to consent because the Complainant was incapacitated, in that the Complainant was:
  - asleep or unconscious;
  - unable to understand the fact, nature, or extent of the sexual activity due to the influence of drugs, alcohol, or medication; or
  - unable to communicate due to a mental or physical condition.

**Decision-Maker:** The District has one Decision-Maker determine whether the Respondent is responsible, and another Decision-Maker determine the appropriate level of penalty for the conduct. The Decision-Maker cannot be the Title IX Coordinator or the investigator.

**Formal Complaint:** A written complaint signed by the Complainant or Title IX Coordinator, alleging sexual harassment and requesting an investigation. If the Title IX Coordinator signs the formal complaint, he/she/they will not become a Party to the complaint.

**Parties:** As used in this procedure, this means the Complainant and Respondent.

**Respondent:** A Respondent is an individual reported to be the perpetrator of conduct that could constitute sexual harassment.

**Sexual Harassment under Title IX:** Conduct that satisfies one or more of the following:

- A District employee conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (*quid pro quo* harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- Sexual assault, including the following:

- **Sex Offenses.** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
- **Rape** (except Statutory Rape). The carnal knowledge of a person, without **the consent of the victim, including instances where the victim is incapable** of giving consent because of his/her/their temporary or permanent mental or physical incapacity. There is carnal knowledge if there is the slightest penetration of the genital or anal opening of the body of another person.
- **Sexual Assault with an Object.** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything the offender uses other than the offender's genitalia, e.g., a finger, bottle, handgun, stick.
- **Fondling.** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity.
- **Sex Offenses, Non-Forcible Unlawful, Non-Forcible Sexual Intercourse.**
  - **Incest.** Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - **Statutory Rape – Non-Forcible.** Sexual intercourse with a person who is under the statutory age of consent. There is no force or coercion used in Statutory Rape; the act is not an attack.
- **Dating violence.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of a relationship will be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- **Domestic Violence.** Violence committed:
  - By a current or former spouse or intimate partner of the victim;
  - By a person with whom the victim shares a child in common;
  - By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
  - By a person similarly situated to a spouse of the victim under the domestic or family violence laws of California; or
  - By any other person against an adult or youth victim protected from that person's acts under the domestic or family violence laws of California.

- **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her/their safety or the safety of others or suffer substantial emotional distress.

### **Reporting Options**

Any individual may report sexual harassment to the District's Title IX Coordinator.

The District strongly encourages prompt reporting of sexual harassment. Prompt reporting allows for the collection and preservation of evidence, including physical evidence, digital media, and witness statements. A delay may limit the District's ability to effectively investigate and respond.

Because individuals may be deterred from reporting incidents of sexual harassment if alcohol, drugs, or other violations of District or campus rules were involved, the District will inform individuals that the primary concern is for student and employee safety and that use of alcohol or drugs never makes a Complainant at fault for sexual harassment.

An individual who participates as a Complainant or witness in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of the District's student conduct policy at or near the time of the incident, unless the District determines that the violation was egregious, including, but not limited to, an action that places the health or safety of any other person at risk or involves plagiarism, cheating, or academic dishonesty.

Individuals have the opportunity to decide whether they want to pursue a formal Title IX complaint. Reporting sexual harassment to the Title IX Coordinator does not automatically initiate an investigation under these procedures. A report allows the District to provide a wide variety of support and resources to impacted individuals and to prevent the reoccurrence of the conduct. A Complainant or the Title IX Coordinator filing a formal complaint will initiate an investigation.

If there are parallel criminal and Title IX investigations, the District will cooperate with the external law enforcement agency and will coordinate to ensure that the Title IX process does not hinder legal process or proceedings.

The District will document reports of sexual harassment in compliance with the Clery Act, a federal law requiring data collection of crime within the campus geography. Under the Clery Act, the District does not document personal information; the District reports the type of conduct, and the time, date, and location. (Also see BP/AP 3540 Sexual and Other Assaults on Campus)

### **District Employees and Officials with Authority**

District Officials with Authority are not confidential resources and are required to report allegations of sexual harassment to the Title IX Coordinator promptly unless exempted by law.



The District has designated all employees as Officials with Authority with the exception of the mental health and wellness counselor.

Officials with Authority are required to report all relevant information they know about sexual harassment including the name of the Respondent, the Complainant, any other witnesses, and the date, time, and location of the alleged incident.

## **Intake and Processing of Report**

### **Receipt of Report**

After receiving a report of sexual harassment, the Title IX Officer will contact the Complainant and reporting party to explain rights under this policy and procedure and invite the Complainant to an in-person meeting. The Title IX Officer will discuss supportive measures with the Parties.

### **Timeframe for Reporting**

To promote timely and effective review, the District strongly encourages individuals to report sexual harassment as soon possible because a delay in reporting may affect the ability to collect relevant evidence and may affect remedies the District can offer.

### **Supportive Measures**

Supportive measures are non-disciplinary, non-punitive individualized services offered free of charge to the Complainant or the Respondent regardless of whether a formal complaint has been filed. The District will provide the Complainant and Respondent with supportive measures as appropriate and as reasonably available to restore or preserve equal access to the District's education program or activities. These measures are designed to protect the safety of all Parties, protect the District's educational environment, or deter sexual harassment. The District will provide supportive measures on a confidential basis and will only make disclosures to those with a need to know to enable the District to provide the service. Supportive measures may include counseling, extensions of deadlines, other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the Parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

When requested by a Complainant or otherwise determined to be appropriate, the District shall issue a no-contact directive prohibiting the Respondent from contacting the Complainant during the pendency of the investigation. The District shall not issue a mutual no-contact directive automatically, but instead shall consider the specific circumstances of each report of sexual harassment to determine whether a mutual no-contact directive is necessary or justifiable to protect a Party's safety or well-being, or to respond to interference with an investigation. If the District issues any no-contact directive, the District shall provide the Parties with an explanation of the terms of the directive, including the circumstances, if any, under which violation could be subject to disciplinary action. If the District issues a mutual no-contact directive, the District shall also provide the Parties with a written justification for the directive.

## **Sexual Assault and Domestic Violence Counselors**

For further information about services provided by sexual assault and domestic violence counselors on campus, see AP 3540 Sexual and Other Assaults on Campus and in Campus Programs.

## **Removal of Respondent Pending Final Determination**

Upon receiving a report regarding sexual harassment, the Title IX Coordinator will make an immediate assessment concerning the health and safety of the Complainant and campus community as a whole. The District has the right to order emergency removal of a Respondent, or if the Respondent is an employee, place the employee on administrative leave.

## **Emergency removal**

The District may remove a non-employee Respondent from the District's education program or activity on an emergency basis after it conducts an individualized safety and risk analysis and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal.

The District may not use emergency removal to address a Respondent's threat of obstructing the sexual harassment investigation or destroying relevant evidence. Emergency removal is only available to address health or safety risks against individuals arising out of sexual harassment allegations, not to address other forms of misconduct that a Respondent might commit pending the processing of a complaint.

The District's Dorm Manager, Title IX Coordinator, OR Safety Officer or designee will conduct the individualized safety and risk analysis.

If the Vice-President Student Services/CSSO determines emergency removal is appropriate, he/she/they or designee will provide the person the District is removing from campus on an emergency basis with a notice and opportunity to attend a meeting and challenge the basis of his/her/their removal. The Vice-President Student Services/CSSO or designee will determine whether the emergency removal from campus order is warranted after considering information provided by the Respondent challenging the emergency removal.

## **Administrative leave**

The District may place a non-student employee Respondent on administrative leave during the pendency of a grievance process described in the formal complaint process below. The District will follow any relevant policies, procedures, collective bargaining agreements, or state law in placing an employee on administrative leave.

## **Formal Complaint Grievance Process**

### **Notice to Parties**

Upon receipt of a formal complaint, the Title IX Coordinator will provide the following notice in writing, to the Parties:

- Notice of the District's Title IX grievance process;
- Notice of the allegations of alleged sexual harassment with sufficient details known at the time and with sufficient time to prepare a response before any initial interview;
- Statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- Notice that the Parties may have Advisor of their choice, who may be, but is not required to be, an attorney;
- Notice that the Parties may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence whether obtained from a Party or other source;
- Inform the Parties of any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process; and
- For student Parties, notice regarding appropriate counseling resources the District has developed and maintains.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice provided above, the Title IX Coordinator will provide notice in writing of the additional allegations to the Parties.

### **Dismissal of Formal Complaint**

The District must investigate the allegations in a formal complaint. However, the District must dismiss the formal complaint and will not process the complaint under these procedures if any of the following three circumstances exist:

- If the conduct alleged in the formal complaint would not constitute Title IX sexual harassment as defined in this procedure;
- If the conduct alleged did not occur in the District's education program or activity;
- If the conduct alleged did not occur against a person in the United States.

The District has discretion to dismiss a formal complaint or any allegation under the following circumstances:

- If at any time during the investigation or hearing: a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations;
- If the Respondent is no longer enrolled or employed by the District; or
- If there are specific circumstances that prevent the District from gathering evidence sufficient to reach a determination regarding responsibility as to the formal complaint or allegations.

If the District dismissed the formal complaint or any allegations, the Title IX Coordinator shall simultaneously provide the Parties with written notice of the dismissal and reason. The District will also notify the Parties of their right to appeal.

The District may commence proceedings under other policies and procedures after dismissing a formal complaint.

### **Consolidation of Formal Complaints**

The District may, but is not required to, consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Equitable Treatment of the Parties**

The District's determination of responsibility is a neutral, fact-finding process. The District will treat Complainants and Respondents equitably. The procedures will apply equally to both Parties. The District will not discipline a Respondent unless it determines the Respondent was responsible for sexual harassment at the conclusion of the grievance process.

### **Statement of Presumption of Non-Responsibility**

The investigation is a neutral, fact-finding process. The District presumes all reports are in good faith. Further, the District presumes the Respondent is not responsible for the alleged conduct. The District makes its determination regarding responsibility at the conclusion of the grievance process.

### **Bias or Conflict of Interest**

The District's Title IX Coordinator, investigator, Decision-Maker, or any person designated by the District to facilitate an informal resolution process, will not have potential actual bias or conflict of interest in the investigatory, hearing, sanctioning, or appeal process or bias for or against Complainants or Respondents generally. Actual bias is an articulated prejudice in favor of or against one Party or position; it is not generalized concern about the personal or professional backgrounds, positions, beliefs, or interests of the Decision-Maker in the process. The District will ensure that the Title IX Coordinator, investigator, Decision-Maker, and facilitator receive training on:

- The definition of sexual harassment in this procedure;
- The scope of the District's education program or activity;
- How to conduct an investigation;
- The grievance process including conducting hearings, appeals, and informal resolution processes; and
- How to serve impartially, including avoiding: prejudgment of the facts at issue; conflicts of interest, and bias.

### **Timeline for Completion**

The District will undertake its grievance process promptly and as swiftly as possible. The District will complete the investigation and its determination regarding responsibility or the informal resolution process within 180 calendar days.

When appropriate, the Title IX Coordinator may determine that good cause exists to extend the 180 calendar day period to conduct a fair and complete investigation, to accommodate an investigation by law enforcement, to accommodate the unavailability of witnesses or delays by the Parties, to account for District breaks or vacations, or due to the complexity of the investigation. The District will provide notice of this extension to the Complainant and Respondent in writing and include the reason for the delay and anticipated timing of completion.

A Party may request an extension from the Title IX Coordinator in writing by explaining the reason for the delay and the length of the continuance requested. The Title IX Coordinator will notify the Parties and document the grant or denial of a request for extension or delay as part of the case recordkeeping. The District shall grant a student Party's reasonable request for an extension of a deadline related to a Complaint during periods of examinations or school closures.

### **Role of Advisor**

The role of the Advisor is to provide support and assistance in understanding and navigating the investigation process.

The Advisor may not testify in or obstruct an interview or disrupt the process. The Title IX Coordinator has the right to determine what constitutes appropriate behavior of an Advisor and take reasonable steps to ensure compliance with this procedure.

A Party does not have a right to self-representation at the hearing; an Advisor must conduct any cross-examination. The District must provide an Advisor of its choice, free of charge to any Party without an Advisor in order to conduct cross-examination. If an Advisor fails to appear at the hearing, the District will provide an Advisor to appear on behalf of the non-appearing Advisor. To limit the number of individuals with confidential information about the issues, each Party may identify one Advisor.

### **Confidentiality Agreements**

To protect the privacy of those involved, the Parties and Advisors are required to sign a confidentiality agreement prior to attending an interview or otherwise participating in the District's grievance process. The confidentiality agreement restricts dissemination of any of the evidence subject to inspection and review or use of this evidence for any purpose unrelated to the Title IX grievance process. The confidentiality agreement will not restrict the ability of either Party to discuss the allegations under investigation.

### **Use of Privileged Information**

The District's formal complaint procedure does not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally-recognized privilege (e.g., attorney-client privilege, doctor-patient

privilege, spousal privilege, etc.), unless the person holding the privilege provides voluntary, written consent to waive the privilege.

### **Student Complainant Requests for Confidentiality**

If a student Complainant requests confidentiality when reporting sexual harassment, which could preclude a meaningful investigation or potential discipline of the Respondent, if found responsible, or that no investigation or disciplinary action be pursued to address alleged sexual harassment, the District shall take the request seriously, while at the same time considering its responsibility to provide a safe and nondiscriminatory environment for all students, including for the Complainant. The District shall normally grant the request when possible. In determining whether to disclose a Complainant's identity or proceed to an investigation over the objection of the Complainant, the District may consider whether any of the following apply:

- There are multiple or prior reports of sexual misconduct against the Respondent;
- The Respondent reportedly used a weapon, physical restraints, or engaged in battery;
- The Respondent is a faculty or staff member with oversight of students;
- There is a power imbalance between the Complainant and Respondent;
- The Complainant believes that the Complainant will be less safe if the Complainant's name is disclosed or an investigation is conducted; and
- The District is able to conduct a thorough investigation and obtain relevant evidence in the absence of the Complainant's cooperation.

If the District determines that it can honor the student Complainant's request for confidentiality, it shall still take reasonable steps to respond to the Complaint, consistent with the request, to limit the effects of the alleged sexual harassment and prevent its recurrence without initiating an investigation or revealing the identity of the Complainant. The District shall also take immediate steps to provide for the safety of the Complainant while keeping the Complainant's identity confidential as appropriate. The District shall notify the Complainant that the request for confidentiality will limit the steps the District will take to respond to the report of sexual harassment.

If the District determines that it must disclose the student Complainant's identity to the Respondent or proceed with a Formal Complaint, it shall inform the Complainant prior to making this disclosure or initiating the investigation. The District shall also take immediate steps to provide for the safety of the Complainant where appropriate. In the event the Complainant requests that the District inform the Respondent that the Complainant asked the District not to investigate or seek discipline, the District shall honor this request.

### **Investigations**

The Title IX Coordinator is responsible to oversee investigations to ensure timely resolution and compliance with Title IX and this procedure.

Both Parties have the right to have an Advisor present at every meeting described in this section.

### **Trained investigators**

The District will investigate Title IX formal complaints fairly and objectively. Individuals serving as investigators under this procedure will have adequate training on what constitutes sexual harassment, how the District's grievance procedures operate, and trauma-informed investigation techniques. The District will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence and complies with this procedure.

### **Burden of Gathering Evidence**

The District, not the Parties, has the responsibility to gather information and interview witnesses. When the investigator evaluates the evidence, he/she/they will do so using the preponderance of the evidence standard. After considering all the evidence gathered, the investigator will decide whether it is more likely than not that reported conduct occurred.

Student Complainants should be aware that any evidence available but not disclosed during the investigation might not be considered at a subsequent hearing, if a hearing is required under this procedure.

### **Evidence of Past Sexual History**

An investigator or Decision-Maker shall not consider the past sexual history of the Complainant except in the limited circumstances described below:

- The investigator or Decision-Maker shall not consider the Complainant's prior sexual history unless such questions or evidence is offered to prove that someone other than the Respondent committed the alleged conduct; or
- The investigator or Decision-Maker shall not consider the Complainant's prior sexual behavior unless the questions or evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.
  - Where the investigator or Decision-Maker allows consideration of questions or evidence about a dating relationship or prior or subsequent consensual sexual relations between the Complainant and the Respondent pursuant to this circumstance, the mere fact that the Complainant and Respondent engaged in other consensual sexual relations with one another is never sufficient, by itself, to establish that the conduct in question was consensual.

Before allowing the consideration of any evidence proffered pursuant to this section, the investigator or Decision-Maker shall provide a written explanation to the Parties as to why consideration of the evidence is consistent with this procedure.

### **Notice of Investigative Interview**

The District will provide written notice of the date, time, location, participants, and purpose of all investigative interviews to a Party whose participation is invited or expected, with sufficient time for the Party to prepare to participate.

## **Evidence Review**

Both Parties have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a Party or other source.

Prior to the investigator preparing an investigative report, the District will make available to each Party and the Party's Advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The Parties will have at least ten days to submit a written response. The investigator must consider this written response prior to completing the investigative report.

## **Investigative Report**

The results of the investigation of a formal complaint will be set forth in a written report that will include at least all of the following information:

- A description of the circumstances giving rise to the formal complaint;
- A description of the procedural steps taken during the investigation, including all individuals contacted and interviewed;
- A summary of the testimony of each witness the investigator interviewed;
- An analysis of relevant evidence collected during the investigation, including a list of relevant documents;
- A table of contents if the report exceeds ten pages; and
- Any other information deemed appropriate by the District.

The investigator will not make a determination regarding responsibility.

The investigator may redact information not directly related to the allegations or privileged information. However, the investigator will keep a log of information he/she/they do not produce to the Parties. The investigator will provide this log only to the Title IX Coordinator. The Title IX Coordinator will not disclose the log to the Parties but will maintain the log in the Title IX Coordinator's file, in the event it later becomes relevant.

At least ten days prior to a hearing or other time of determination regarding responsibility, the District will send the investigative report to each Party and their Advisors, if any, the investigative report in an electronic format or a hard copy, for review and written response. The Parties will have at least ten days to submit a written response.

## **Hearing**

After completing an investigation and prior to completing a determination regarding responsibility, the District will hold a live hearing to provide the Complainant and Respondent an opportunity to respond to the evidence gathered before a Decision-Maker. Neither Party may choose to waive the right to a live hearing, but the Parties can choose whether to participate in the hearing or answer some or all cross-examination questions.



**Notice**

If the District proceeds to a hearing, the District will provide all Parties written notice of the date, time, location, participants, and purpose of the hearing with sufficient time for the Party to prepare to participate.

**Hearing Format**

The District may provide a live hearing with all Parties physically present in the same geographic location or, at the District's discretion if either Party or a witness requests, the District may provide any or all Parties, witnesses, and other participants the ability to appear at the live hearing virtually, with technology enabling participants simultaneously to see and hear each other in real time.

The District will make the information reviewed during the Evidence Review available at the hearing for reference and consultation. The District will not restrict the ability of either Party to discuss the allegations under investigation or to gather and present relevant evidence.

The District will create an audio or audiovisual recording, or transcript, of any live hearing and make it available to the Parties for inspection and review.

The Decision-Maker shall provide an explanation of the meaning of the preponderance of the evidence standard, and affirm that it shall apply to adjudications under this procedure. The preponderance of the evidence standard is met if the District determines that it is more likely than not that the alleged misconduct occurred, based on the facts available at the time of the decision.

**Decision-Maker**

The Decision-Maker will be free from conflict of interest or bias, including bias for or against Complainants or Respondents. In cases where the Complainant or Respondent objects to the Decision-Maker based on a conflict of interest, the Complainant or Respondent may request the Title IX Coordinator select a different Decision-Maker. The Complainant or Respondent must make this request to the Title IX Coordinator in writing at least five business days prior to the hearing.

The Decision-Maker may ask the Parties and the witnesses' questions during the hearing. The Decision-Maker must objectively evaluate all relevant evidence both inculpatory and exculpatory and must independently reach a determination regarding responsibility without giving deference to the investigative report. The Decision-Maker must receive training on issues of relevance, how to apply the rape-shield protections for Complainants, and any technology to be used at the hearing.

**Presenting Witnesses**

The District will provide the Complainant and Respondent an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory

evidence. Witnesses, like Parties, are not required to participate in the live hearing process.

Only relevant evidence will be admissible during the hearing. Relevant evidence means evidence, including evidence relevant to the credibility of a Party or witness, having any tendency in reason to prove or disprove any disputed fact material to the allegations under investigation.

Generally, the Parties may not introduce evidence, including witness testimony, at the hearing that the Party did not identify during the investigation and that was available at the time of the investigation. However, the Decision-Maker has discretion to accept for good cause, or exclude, such new evidence offered at the hearing.

### **Cross-Examination**

The District will permit each Party's Advisor to ask the other Party and any witnesses all relevant questions and follow-up questions, including those questions challenging credibility. The Party's Advisor must conduct cross-examination directly, orally, and in real time. A Party may never personally conduct cross-examination. The other Party shall have an opportunity to object to a question posed. The District may limit such objections to written form, and neither the Decision-Maker nor the District are obligated to respond, other than to include any objection in the record. The Decision-Maker shall have the authority and obligation to discard or rephrase any question that the Decision-Maker deems to be irrelevant. In making these determinations, the Decision-Maker is not bound by, but may take guidance from, the formal rules of evidence.

Before a Complainant, Respondent, or witness answers a cross-examination or other question, the Decision-Maker must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. The Decision-Maker need not provide a lengthy or complicated explanation in support of a relevance determination.

If a Party or witness disagrees with a relevance determination, that individual has the choice of either (1) abiding by the Decision-Maker's determination and answering the question or (2) refusing to answer the question.

If a Party or witness does not submit to cross-examination at the live hearing, the Decision-Maker may admit any statement of that Party or witness in reaching a determination regarding responsibility. The Decision-Maker will give the statements whatever weight the Decision-Maker determines appropriate, bearing in mind that the statements have not been tested by cross-examination. In doing so, the Decision-Maker should consider, and if possible determine, whether the witness or Party made the statement and what the statement proves.

A Decision-Maker 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 Decision-Maker may also ask any Party or witness questions. If a Party or witness refused to respond to a Decision-Maker's questions, the Decision-Maker is not precluded from relying on the Party or witness' statements.

### **Determinations of Responsibility**

When the Decision-Maker makes a determination of responsibility or non-responsibility, the Decision-Maker will issue a written determination regarding responsibility, no later than 20 business days after the date that the hearing ends.

When making a determination regarding responsibility, a Decision-Maker will objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence. A Decision-Maker may not make credibility determinations based on an individual's status as a Complainant, Respondent, or witness. In evaluating the evidence, the Decision-Maker will use the preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that sexual harassment occurred.

The written determination will include:

- Identification of the allegations potentially constituting Title IX sexual harassment as defined in these procedures;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including who conducted the investigation and gave notifications to the Parties. The determination will also state when, where, and the date the investigator interviewed the Parties and witnesses, conducted site visits, the methods used to gather other evidence. The procedural section should also discuss the dates and how the Parties were provided the opportunity to review and inspect evidence and the date of any hearings held and who attended the hearing;
- Findings of fact supporting the determination. In making these findings, the Decision-Maker will focus on analyzing the findings of fact that support the determination of responsibility or non-responsibility;
- Conclusions regarding the application of the District's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility;
- A statement of, and rationale for, any disciplinary sanctions the District imposes on the Respondent;
- A statement of whether the District will provide the Complainant with remedies designed to restore or preserve equal access to the District's education program or activity;
- The District need not disclose to the Respondent remedies that do not affect him/her/them as part of the written determination. The District can inform the Respondent that it will provide remedies to the Complainant. However, the District will inform the Complainant of the sanctions against the Respondent;
- The District's procedures and permissible bases for the Complainant and Respondent to appeal.

The District will provide the written determination to the Parties simultaneously. The determination regarding responsibility becomes final either on the date that the District provides the Parties with the written determination of the result of the appeal, if the Parties file an appeal, or if the Parties do not file an appeal, the date on which an appeal would no longer be timely.

### **Disciplinary Sanctions and Remedies**

The District must have completed the grievance procedures (investigation, hearing, and any appeal, if applicable) before imposing disciplinary sanctions or any other actions that are not supportive measures against a Respondent. If the Decision-Maker determines the Respondent was responsible for conduct that constitutes sexual harassment, the District will take disciplinary action against the Respondent and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense.

Remedies for the Complainant might include, but are not limited to:

- Providing an escort to ensure that the Complainant can move safely between classes and activities;
- Ensuring that the Complainant and Respondent do not attend the same classes or work in the same work area;
- Providing counseling services or a referral to counseling services;
- Providing medical services or a referral to medical services;
- Providing academic support services, such as tutoring;
- Arranging for a Complainant, if a student, to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the Complainant's academic record; and
- Reviewing any disciplinary actions taken against the Complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the Complainant's discipline.

Possible disciplinary sanctions for student Respondents include written or verbal reprimand, required training or counseling, non-academic probation, suspension, and expulsion. Possible disciplinary sanctions for employee Respondents include written or verbal reprimand, required training or counseling, suspension, or discharge.

### **Appeal of Dismissal of a Formal Complaint or of the Determination of Responsibility**

A Complainant or Respondent may appeal the District's determination regarding responsibility or the dismissal of a formal complaint or any allegations. A Complainant or Respondent must submit a written appeal within 5 business days from the date of the notice of determination regarding responsibility or from the date of the District's notice of dismissal of a formal complaint or any allegations.

### **Grounds for Appeal**

A Decision Maker not involved with the process will serve as the Decision-Maker on Appeal. In filing an appeal of the District's determination regarding responsibility or the District's dismissal of a formal complaint, the Party must state the grounds for appeal and a statement of facts supporting those grounds. The grounds for appeal are as follows:

- A procedural irregularity affected the outcome;
- New evidence was not reasonably available at the time the District's determination regarding responsibility or dismissal was made, and this new evidence could affect the outcome; or
- The District's Title IX Coordinator, investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome.

### **Appeal Procedure**

If the Complainant or Respondent submit an appeal to the District, the District will:

- Notify the other Party in writing within 5 business days of receiving a Party's appeal;
- Allow the non-appealing Parties at least 10 business days from the date of receipt of the appeal to submit a written statement in support of, or challenging, the outcome;

The appeal Decision-Maker will issue a written decision on whether to grant or deny the appeal, and the rationale for the decision, within 45 business days after the Decision-Maker on appeal receives the response to the appeal or the last day to provide a response. The District will provide the written decision simultaneously to both Parties.

The Decision-Maker on appeal may extend or otherwise modify the deadlines provided above. Either Party may seek an extension by submitting a written request to the appeal Decision-Maker explaining the need for the extension and the proposed length of the extension. The Decision-Maker will respond to the request within 48 hours in writing and will inform the Parties simultaneously whether the extension is granted.

### **Informal Resolution**

If the District determines that a formal complaint is appropriate for informal resolution, it may provide the Parties with the opportunity to participate in an informal resolution process, including mediation, at any time prior to reaching a determination regarding responsibility.

The District will provide the Complainant and Respondent written disclosure of the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the Parties from resuming a formal complaint arising from the same allegations, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

The District must obtain the Parties' voluntary, written consent to the informal resolution process. If the Parties reach an agreement, the District does not have to complete a full investigation and adjudication of a report of sexual harassment. 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.

The informal resolution process is not available to resolve allegations that an employee sexually harassed a student or any allegations of sexual assault.

### **Retaliation Prohibited**

The District prohibits any intimidation, threats, coercion, or discrimination against any individual who made a report or complaint of sexual harassment, testified, assisted, or participated or refused to participate in any manner in a Title IX investigation, proceeding, or hearing. Individuals who experience retaliation may file a complaint using the formal complaint process described above.

### **Dissemination of Policy and Procedures**

The District will provide its policy and procedures related to Title IX on its website and in each handbook or catalog provided to applicants for admission and employment, students, employees, and all unions or professional organizations holding collective bargaining with the District. The District will also provide its policy and procedures related to Title IX to all volunteers who will regularly interact with students and each individual or entity under contract with the District to perform any service involving regular interaction with students.

When hired, employees are required to sign acknowledging that they have received the policy and procedures. The District will place the signed acknowledgment of receipt in each employee's personnel file.

### **Training**

The District will provide a comprehensive trauma-informed training program to Title IX Coordinators, investigators, Decision-Makers, and any individual who facilitates an informal resolution process, on the definition of sexual harassment, the scope of the District's education program or activities, best practices for assessment of a sexual harassment complaint, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, bias, and implicit bias and racial inequities, both broadly and in school disciplinary processes. Any materials used to train the District's Title IX Coordinator, investigators, Decision-Makers, and any person who facilitates an informal resolution process, will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment. Materials for this training must include statistics on the prevalence of sexual harassment and sexual violence in the educational setting, and the differing rates at which students experience sexual harassment and sexual assault in the educational setting based on their race, sexual orientation, disability, gender, and gender identity.

The District shall ensure that residential life student and nonstudent staff, or their equivalent, annually receive training on how to handle, in a trauma-informed manner, reports made to them of sexual harassment and situations in which they are aware of sexual harassment in student residential facilities.

The following language is **legally advised** as it helps the District create a rebuttable presumption of knowledge of possible sexual harassment if an Official with Authority failed to report the sexual harassment to the Title IX Coordinator as trained.

The District will provide Officials with Authority with training regarding his/her/their obligation to report sexual harassment and instruction on how to report sexual harassment to the Title IX Coordinator.

### **File retention**

The District will retain on file for a period of at least seven years after closing the case copies of:

- The original report or complaint;
- Any actions taken in response to the complaint, including supportive measures;
- The investigative report including all evidence gathered and any responses from the Parties;
- The District's determination regarding responsibility;
- Audio or audiovisual recording or transcript from a hearing;
- Records of any disciplinary sanctions imposed on the Respondent;
- Records of any remedies provided to the Complainant;
- Any appeal and the result;
- Any informal resolution and the result; and
- All materials used to train Title IX Coordinators, investigators, Decision-Makers, and any person who facilitates an informal resolution process. The District will make these training materials publicly available on its website.

The District will make these documents available to the U.S. Department of Education Office for Civil Rights upon request.

Reference: AP # 3433, AP #3435

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# **AP 3435 Discrimination and Harassment Complaints and Investigations**

Reference:

**Education Code Sections 212.5, 231.5 66281.5 66281.8, 67386, and 87623; Government Code 12950.1; Title 5 Sections 59320, 59324, 59326, 59328, and 59300 et seq.; Title 2 Sections 11023 and 11024**

For Sexual Harassment under Title IX, Complainants must proceed under BP 3433, Prohibition of Sexual Harassment under Title IX, AP 3433 Prohibition of Sexual Harassment under Title IX, and AP 3434 Responding to Harassment Based on Sex under Title IX. For other forms of sexual harassment or gender-based harassment, Complainants should use this procedure.

## **Reporting and Filing Complaints**

The law prohibits coworkers, supervisors, managers, and third parties with whom an employee comes into contact from engaging in harassment, discrimination, or retaliation. Any person who has suffered harassment, discrimination, or retaliation may file a Complaint of harassment, discrimination, or retaliation.

All responsible employees are required to report all actual or suspected sexual harassment to the Chief Human Resources Officer immediately. A responsible employee is any employee who has the authority to take action to redress sexual harassment or provide supportive measures to students, or who has been given the duty of reporting incidents of sexual harassment to an appropriate District official who has that authority.

## **Confidential Reporting**

An employee who is a therapist, physician, psychotherapist, member of the clergy, sexual assault counselor, domestic violence counselor, or other individual acting in a professional capacity for which confidentiality is mandated by law is exempt from having to report sexual harassment concerns to the Title IX Coordinator or other designated employee, unless otherwise required by law.

An employee who is not considered a responsible employee must inform each student who provides him/her/them with information regarding sexual harassment of the student's ability to report to a responsible employee and direct the student to those specific reporting resources.

## **Outreach**

When a responsible employee reports actual or suspected sexual harassment involving students to the Chief Human Resources Officer, the Chief Human Resources Officer will assess the report of sexual harassment and provide outreach, as appropriate, to each identifiable student who is alleged to be the victim of the reported conduct. The outreach shall include all of the following information:



- The District received a report that the student may have been a victim of sexual harassment;
- A statement that retaliation for filing a complaint or participating in the complaint process, or both, under this procedure is prohibited;
- Counseling resources within the District or in the community;
- Where a crime may have occurred, notice that the student has the right, but not the obligation, to report the matter to law enforcement;
- The District's complaint and investigation procedures established pursuant to this procedure;
- Potential interim measures, such as no-contact directives, housing changes, and academic schedule changes, where applicable;
- The importance of preserving evidence;
- A request for the student to meet with the Title IX coordinator or other designated employee to discuss options for responding to the report; and
- The manner in which the District responds to reports of sexual harassment and a description of potential disciplinary consequences.

The District shall consider and respond to requests for accommodations relating to prior incidents of student sexual harassment that could contribute to a hostile educational environment or otherwise interfere with a student's access to education where both individuals are, at the time of the request, subject to the District's policies.

### **Complaints**

A Complaint is a written and signed statement filed with the District or the State Chancellor's Office that alleges harassment, discrimination, or retaliation in violation of the District's Board Policies, Administrative Procedures or in violation of state or federal law. Complaints must be filed with the Chief Human Resources Officer unless the Party submitting the Complaint alleges discrimination, harassment, or retaliation against the responsible district officer, in which case it should be submitted directly to the Superintendent/President.

A Complaint must meet **each of the following** criteria:

- It must allege facts with enough specificity to show that the allegations, if true would constitute a violation of District policies or procedures or state or federal law prohibiting discrimination, harassment, or retaliation;
- The Complainant must file any Complaint not involving employment within one year of the date of the alleged discriminatory, harassing, or retaliatory conduct or within one year of the date on which the Complainant knew or should have known of the facts underlying the allegations of discrimination, harassment, or retaliation; and
- The Complainant must file any Complaint alleging discrimination, harassment, or retaliation in employment within 180 days of the date of the alleged discriminatory, harassing, or retaliatory conduct, except that this period shall be extended by no more than 90 days following the expiration of the 180 days if the Complainant first

obtained knowledge of the facts of the alleged violation after the expiration of the 180 days.

If the Complaint does not meet the requirements set forth above, the Chief Human Resources Officer will notify the Complainant within 14 days that the complaint does not contain an allegation of unlawful discrimination that are sufficient under this procedure to trigger an investigation. The Chief Human Resources Office will specify why the complaint is defective.

If the defect is based on the Complainant's failure to state sufficient facts to support a claim of unlawful discrimination, the Chief Human Resources Officer, shall offer the Complainant an opportunity to proffer additional facts to support his/her/their claims through an intake interview, which shall be scheduled as soon as reasonably convenient for the Complainant and Chief Human Resources Officer or designee.

If, after the intake interview, the Chief Human Resources Officer determines that the Complainant has still not stated sufficient facts to support a claim of unlawful discrimination, the Chief Human Resources Officer shall provide the Complainant with a written determination explaining the basis for dismissing the complaint within 14 days of the intake interview. The Chief Human Resources Officer must also notify the Complainant of his/her/their right to appeal this determination directly to the Chancellor of the California Community Colleges within 30 days from the date of the notice of dismissal.

If any party submits a written allegation of harassment, discrimination, or retaliation not on the form described above, the District will seek to have the individual complete and submit the form. However, if the individual chooses not to do so, the District will attach the written allegation(s) to the form and treat it as a Complaint. In no instance will the District reject a written allegation of harassment, discrimination, or retaliation on the basis that it was not submitted on the proper form.

**Oversight of Complaint Procedure:** The Chief Human Resources Officer is the "responsible District officer" charged with receiving complaints of discrimination or harassment, and coordinating their investigation.

The investigation of complaints must be assigned by the Chief Human Resources Officer to a neutral investigator. A neutral investigator means an outside investigator or an internal investigator who is not in the chain of command of the respondent, not substantially implicated by the allegations in the complaint, and who is otherwise impartial. Neutral investigators must be properly trained to conduct such investigations. .

**Who May File a Complaint:** Any student, employee, or third party who believes he/she/they has been discriminated against or harassed by a student, employee, or third party in violation of this procedure and the related policy.

**Where to File a Complaint:** A student, employee, or third party who believes he/she/they has been discriminated against or harassed in violation of District policies and procedure

may make a complaint orally or in writing to the Chief Human Resources Officer and at the California Community Colleges Chancellor's Office website.

### **Advisors in Student Harassment Complaints**

Student Parties in Complaints involving sexual harassment are permitted to have a support person or adviser accompany him/her/them during any stage of the Complaint process described in this procedure. Student Parties in Complaints involving sexual harassment have the right to consult with an attorney, at his/her/their own expense, at any stage of the Complaint process if he/she/they wishes to do so. An attorney may serve as a support person or adviser.

### **Employment-Related Complaints**

Complainants filing employment-related complaints shall be notified that they may file employment discrimination complaints with the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CCRD).

Complaints filed with the EEOC or the DFEH should be forwarded to the State Chancellor's Office.

Any District employee who receives a harassment or discrimination complaint shall notify the Chief Human Resources Officer immediately.

**Filing a Timely Complaint.** Since failure to report harassment and discrimination impedes the Feather River Community College District's (the District) ability to stop the behavior, the District strongly encourages employees and students who believe they are being harassed or discriminated against, to file a complaint. The District also strongly encourages the filing of such complaints within 30 days of the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to gather relevant evidence, complete an investigation and remediate.

All supervisors and managers have a mandatory duty to report incidents of harassment and discrimination; the existence of a hostile, offensive, or intimidating work environment, and acts of retaliation.

The District will investigate complaints involving acts that occur off campus if they are related to an academic or work activity.

**Communicating that the Conduct is Unwelcome.** The District further encourages students and staff to let the offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste and/or inappropriate.

**Intake and Processing of the Complaint.** Upon receiving notification of a harassment or discrimination complaint, the Chief Human Resources Officer shall:

- Consider whether the District can undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing informal counseling and/or training, etc.
- Advise all Parties that he/she/they need not participate in an informal resolution of the complaint, as described above and they have the right to end the informal resolution process at any time. Mediation is not appropriate for resolving incidents involving sexual violence;
- Advise a student Complainant that he/she/they may file a Complaint with the Office of Civil Rights of the U.S. Department of Education and employee Complainants may file a Complaint with the California Civil Rights Department. All complainants should be advised that they have a right to file a complaint with local law enforcement, if the act complained of is also a criminal act. The District must investigate even if the complainant files a complaint with local law enforcement. In addition, the District should ensure that complainants are aware of any available resources, such as counseling, health, and mental health services. The Chief Human Resources Officer shall also notify the State Chancellor's Office of the complaint.
- In matters involving student sexual harassment, provide student Parties notice regarding appropriate counseling resources developed and maintained by the District.
- Take interim steps to protect a complainant from coming into contact with an accused individual, especially if the complainant is a victim of sexual violence. The Chief Human Resources Officer should notify the complainant of his/her/their option to avoid contact with the accused individual and allow students to change academic situations as appropriate. For instance, the District may prohibit the accused individual from having any contact with the Complainant pending the results of the investigation. When taking steps to separate the Complainant and accused individual, the District shall minimize the burden on the complainant. For example, it is not appropriate to remove complainants from classes or housing while allowing accused individuals to remain.

## **Investigation**

The Chief Human Resources Officer shall;

- Provide notice to student Parties to a sexual harassment complaint that the District is conducting an investigation. The notice shall include the allegations against the Respondent and the alleged District policy violations under review. If new allegations that arise during the course of the District's investigation that could subject either student Party to new or additional discipline or corrective action, the Chief Human Resources Officer shall provide a supplemental notice to student Parties.

- Authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint, as set forth below. Where complainants opt for informal resolution, the designated officer will determine whether further investigation is necessary to ensure resolution of the matter and utilize the investigation process outlined below as appropriate. In the case of a formal complaint, the investigation will include interviews with the complainant, the accused, and any other persons who may have relevant knowledge concerning the complaint. This may include victims of similar conduct.
- Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, or other unlawful discriminatory conduct, giving consideration to all factual information and the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct, and the context in which the alleged incidents occurred.

**Investigation of the Complaint.** The District shall promptly investigate every complaint of harassment or discrimination. No claim of workplace or academic harassment or discrimination shall remain unexamined. This includes complaints involving activities that occur off campus and in connection with all the academic educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, on a District bus, or at a class or training program sponsored by the District at another location.

As set forth above, where the complainant opts for an informal resolution, the Chief Human Resources Officer may limit the scope of the investigation, as appropriate. The District will keep the investigation confidential to the extent possible, but cannot guarantee absolute confidentiality because release of some information on a "need-to-know-basis" is essential to a thorough investigation. When determining whether to maintain confidentiality, the District may weigh the request for confidentiality against the following factors: the seriousness of the alleged harassment; the complainant's age; whether there have been other harassment complaints about the same individual; and the accused individual's rights to receive information about the allegations if the information is maintained by the District as an "education record" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S. Code Section 1232g; 34 Code Federal Regulations Part 99.15. The District will inform the complainant if it cannot maintain confidentiality.

**Investigation Steps:** The District will fairly and objectively investigate harassment and discrimination complaints. Employees designated to serve as investigators under this policy shall have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how the District's grievance procedures operate. The investigator may not have any real or perceived conflicts of interest and must be able to investigate the allegations impartially.

Investigators will use the following steps: interviewing the Complainant(s); interviewing the accused individual(s); identifying and interviewing witnesses and evidence identified by each Party; identifying and interviewing any other witnesses, if needed; reminding all individuals interviewed of the District's no-retaliation policy; considering whether any involved person should be removed from the campus pending completion of the investigation; reviewing personnel/academic files of all involved parties; reach a conclusion as to the allegations and any appropriate disciplinary and remedial action; and see that all recommended action is carried out in a timely fashion. When the District evaluates the Complaint, it shall do so using a preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that discrimination or harassment has occurred.

**Timeline for Completion:** The District will undertake its investigation as promptly and swiftly as possible. To that end, the investigator shall complete the above steps, and prepare a written report within ninety (90) calendar days of the District receiving the complaint. The District will toll the timeline while the Parties are engaged in good faith efforts at informal resolution.

**Cooperation Encouraged:** All employees, are expected to cooperate with a District investigation into allegations of harassment or discrimination. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that harassment or discrimination is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed. No employee will be retaliated against as a result of lodging a complaint or participating in any workplace investigation.

### **Written Report**

The results of the investigation of a complaint shall be set forth in a written report that will include at least all of the following information:

- A description of the procedural steps taken during the investigation, including all individuals contacted and interviewed;
- A summary of the testimony provided by each witness with information relevant to the allegations, including the Complainant
- An explanation of why an identified potential witness was not interviewed;
- An analysis of relevant evidence collected during the course of the investigation;
- A specific finding as to whether there is probable cause to believe that discrimination, harassment, or retaliation occurred with respect to each allegation in the complaint; and
- Any other information deemed appropriate by the District.

### **Confidentiality of the Process**

Investigations are best conducted within a confidential climate. Therefore, the District does not reveal information about ongoing investigations except as necessary to fulfill its

legal obligations. The District will keep the investigation confidential to the extent possible, but it cannot guarantee absolute confidentiality because release of some information on a “need-to-know-basis” is essential to a thorough investigation and to protect the rights of accused students and employees during the investigation process and any ensuing discipline.

### **Evidence of Past Sexual History**

An investigator or hearing officer, if required by this procedure, shall not consider the past sexual history of the Complainant or Respondent except in the limited circumstances described below:

- The investigator or hearing officer shall not consider prior or subsequent sexual history between the Complainant and anyone other than the Respondent for any reason unless directly relevant to prove that physical injuries alleged to have been inflicted by the Respondent were inflicted by another individual;
- The investigator or hearing officer shall not consider the existence of a dating relationship or prior or subsequent consensual sexual relations between the Complainant and the Respondent unless the evidence is relevant to how the Parties communicated consent in prior or subsequent consensual sexual relations;
  - Where the investigator or hearing officer allows consideration of evidence about a dating relationship or prior or subsequent consensual sexual relations between the Complainant and the Respondent pursuant to this circumstance, the mere fact that the Complainant and Respondent engaged in other consensual sexual relations with one another is never sufficient, by itself, to establish that the conduct in question was consensual.

Before allowing the consideration of any evidence proffered pursuant to this section, the investigator or hearing officer shall provide a written explanation to the Parties as to why consideration of the evidence is consistent with this procedure.

### **Administrative Determination**

- In any case not involving employment discrimination, within 90 days of receiving a complaint, the District shall complete its investigation and forward a copy of the investigative report to the State Chancellor, a copy of the summary of the report to the Complainant, and written notice setting forth all of the following to both the Complainant and the Chancellor:
  - The determination of the Superintendent/President or his/her/their designee as to whether unlawful discrimination occurred with respect to each allegation in the Complaint;
  - A description of actions taken, if any, to prevent similar problems from occurring in the future;

- The proposed resolution of the Complaint; and
  - The Complainant's right to appeal to the District governing Board and the Chancellor.
- In any case involving employment discrimination, within 90 days of receiving a complaint, the District shall complete its investigation and forward a copy or summary the report to the complainant, and written notice setting forth all the following to the complainant:
    - The determination of the Superintendent/President or his/her designee as whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;
    - A description of actions taken, if any, to prevent similar problems from occurring in the future;
    - The proposed resolution of the complaint; and
    - The Complainant's right to appeal to the District governing board and to file a Complaint with the California Civil Rights Department.

The District shall also provide the Respondent the following:

- The Superintendent/President or his/her/their designee's determination as to whether unlawful discrimination occurred with respect to each allegation in the Complaint based on the preponderance of the evidence standard and the basis for that determination including factual findings;
- The proposed resolution of the Complaint, including any disciplinary action against the Respondent; and
- In matters involving student sexual misconduct not subject to Title IX, the Respondent's right to appeal to the District's Board of Trustees any disciplinary sanction imposed upon the Respondent.

The District will toll the timelines described above while the Parties are engaged in good faith efforts at informal resolution.

In matters involving an academic employee placed on involuntary paid administrative leave, the District shall complete its investigation within 90 working days of the administrative leave commencing, unless the period of paid administrative leave is extended by agreement of the employee and District for a period not exceeding 30 additional calendar days.

### **Discipline for Student Sexual Misconduct Not Subject to Title IX**

In a Complaint involving student sexual misconduct not subject to Title IX, if a student Respondent is subject to severe disciplinary sanctions, and the credibility of witnesses was central to the investigative findings, the District will provide an opportunity for the student Respondent to cross-examine witnesses indirectly at a live hearing, either in person or by videoconference, conducted by a neutral decision-maker other than the investigator.



In other Complaints involving sexual harassment against a student, the District shall decide whether a hearing is necessary to determine whether any sexual violence more likely than not occurred. In making this decision, the District may consider whether the Parties elected to participate in the investigation and whether each Party had the opportunity to suggest questions to be asked of the other Party and witnesses during the investigation.

The District shall appoint a neutral third party to attend the hearing solely for the purpose of asking any questions to the witnesses. The neutral third party shall not be the student Respondent, the student Respondent's representative, or any individual charged with making a final determination regarding discipline. The student Respondent may submit written questions before and during the cross-examination, including any follow-up questions. Either Party or any witness may request to answer the questions by videoconference from a remote location.

At the hearing, the other Party shall have an opportunity to note an objection to the questions posed. The District may limit such objections to written form, and neither the hearing officer nor the District are obligated to respond, other than to include any objection in the record. The hearing officer shall have the authority and obligation to discard or rephrase any question that the hearing officer deems to be repetitive, irrelevant, or harassing. In making these determinations, the hearing officer is not bound by, but may take guidance from, the formal rules of evidence.

Generally, the Parties may not introduce evidence, including witness testimony, at the hearing that the Party did not identify during the investigation and that was available at the time of the investigation. However, the hearing officer has discretion to accept for good cause, or exclude, such new evidence offered at the hearing.

The hearing officer shall provide an explanation of the meaning of the preponderance of the evidence standard, and affirm that it shall apply to adjudications under this procedure. The preponderance of the evidence standard is met if the District determines that it is more likely than not that the alleged misconduct occurred, based on the facts available at the time of the decision.

### **Discipline and Corrective Action**

If harassment, discrimination and/or retaliation occurred in violation of the policy or procedure, the District shall take disciplinary action against the accused and any other remedial action it determines to be appropriate consistent with state and federal law.. The action will be prompt, effective, and commensurate with the severity of the offense. Remedies for the complainant might include, but are not limited to:

- ensuring that the Complainant and alleged perpetrator do not attend the same classes or work in the same work area;
- preventing offending third parties from entering campus;

- providing counseling services or a referral to counseling services;
- providing medical services or a referral to medical services;
- providing academic support services, such as tutoring;
- arranging for a student-complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record; and

If the District imposes discipline, the nature of the discipline will not be communicated to the Complainant. However, the District may disclose information about the sanction imposed on the individual who was found to have engaged in harassment when the sanction directly related to the complainant; for example, the District may inform the Complainant that the harasser must stay away from the Complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

The District shall also take reasonable steps to protect the complainant from further harassment, and/or discrimination, and to protect the Complainant and witnesses from retaliation as a result of communicating the Complaint and/or assisting in the investigation.

The District will ensure that Complainants and witnesses know how to report any subsequent problems, and should follow-up with Complainants to determine whether any retaliation or new incidents of harassment have occurred. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the Complaint.

If the District cannot take disciplinary action against the accused individual because the Complainant refused to participate in the investigation, it should pursue other steps to limit the effects of the alleged harassment and prevent its recurrence.

### **Appeals**

If the District imposes discipline against a student or employee as a result of the findings in its investigation, the student or employee may appeal the decision using the procedure for appealing a disciplinary decision.

If the Complainant is not satisfied with the results of the administrative determination, he/she/they may, within fifteen (15) days, submit a written appeal to the Board of Trustees. The Board shall review the original Complaint, the investigative report, the administrative decision, and the appeal. The Board shall issue a final District decision in the matter within forty-five (45) days after receiving the appeal. A copy of the decision

rendered by the Board shall be forwarded to the Complainant and to the State Chancellor's Office. The Complainant shall also be notified of his/her/their right to appeal this decision.

If the Board does not act within forty-five (45) days the administrative determination shall be deemed approved and shall become the final decision of the District in the matter.

In any case not involving workplace discrimination, harassment, or retaliation, the Complainant shall have the right to file a written appeal with the State Chancellor's Office within thirty days after the Board issued the final District decision or permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Title 5 Section 59350.

In any case involving employment discrimination, including workplace harassment, the Complainant may, at any time before or after the issuance of the final decision of the District, file a Complaint with the California Civil Rights Department.

In any Complaint dismissed pursuant to Title 5 Section 59332, a complainant may file a written appeal with the California Community Colleges Chancellor's Office within 30 days from the date of the notice of dismissal.

### **Remand**

The California Community Colleges Chancellor's Office may remand any matter to the District for any of the following reasons: to cure defects in the investigation or in procedural compliance; to consider new evidence not available during the investigation despite the Complainant's due diligence that would substantially impact the outcome of the investigation; or to modify or reverse a decision of the District's Board of Trustees based upon misapplication of an applicable legal standard or an abuse of discretion.

If the California Community Colleges Chancellor's Office remands a matter to the District, the District shall take necessary action and issue a decision after remand within 60 days. In any case not involving employment discrimination, the Complainant may appeal the District's amended determination to the California Community Colleges Chancellor's Office within 30 days by following the appeal procedures above.

### **Extension of Time**

A student Complainant or Respondent may request, in writing, an extension of a deadline related to a Complaint during periods of examinations or school closures. The District shall grant a student Party's reasonable request for an extension of a deadline related to a Complaint during periods of examinations or school closures.

If the District is unable to comply with the 90-day deadline, the District may extend the time to respond by up to 45 additional days. An extension may be taken only once without permission from the California Community Colleges Chancellor's Office, and must be necessary for one of the following reasons:

- a need to interview a party or witness who has been unavailable;

- a need to review or analyze additional evidence, new allegations, or new complaints related to the matter; or
- to prepare and finalize an administrative determination.

The District shall send a written notice to the Complainant and to a Respondent who is aware of an investigation indicating the necessity of an extension, the justification for the extension, and the number of days the deadline will be extended. The District shall send this notice no later than 10 days prior to the initial time to respond.

The District may request additional extensions from the California Community Colleges Chancellor's Office after the initial 45-day extension. The District shall send a copy of the extension request to the Complainant and to a Respondent who is aware of an investigation. The Complainant and Respondent may each file a written objection with the California Community Colleges Chancellor's Office within 5 days of receipt.

The extension of time provisions described above do not apply to investigations involving an academic employee placed on involuntary paid administrative leave.

The extension of time provisions described above do not apply to investigations involving an academic employee placed on involuntary paid administrative leave.

### **Disclosures to the California Community Colleges Chancellor's Office**

Upon request of the California Community Colleges Chancellor's Office, the District shall provide copies of all documents related to a discrimination Complaint, including the following: the original Complaint, any investigative report unless subject to the attorney-client privilege, the written notice to the Complainant setting forth the results of the investigation, the final administrative decision rendered by the Board or a statement indicating the date upon which the decision became final, and a copy of the notification to the Complainant of his/her/their appeal rights, the Complainant's appeal of the District's administrative determination, any other non-privileged documents or information the Chancellor requests.

The District shall provide to the California Community Colleges Chancellor's Office an annual report with the following information: the number of employment and non-employment discrimination complaints and informal charges received in the previous academic year; the number of complaints and informal charges resolved in the previous academic year; the number of complaints of unlawful discrimination received in the previous academic year, and the number of those complaints that were sustained in whole or in part; and any other information requested by the Chancellor.

### **Interim and Supportive Measures**

Interim measures are individualized services offered as appropriate to either or both the Complainant and Respondent in an alleged incident of sexual misconduct, prior to an investigation or while an investigation is pending.

Supportive measures are non-disciplinary, non-punitive individualized services offered free of charge to the Complainant or the Respondent regardless of whether a Complaint has been filed.

The District will provide interim or supportive measures to Parties as appropriate and as reasonably available.

Interim and supportive measures may include changes to academic, living, transportation, and working situation or protective measures such as counseling, extensions of deadlines, other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the Parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

### **No-Contact Directives**

When requested by a Complainant or otherwise determined to be appropriate, the District shall issue an interim no-contact directive prohibiting the Respondent from contacting the Complainant during the pendency of the investigation. The District shall not issue an interim mutual no-contact directive automatically, but instead shall consider the specific circumstances of each case to determine whether a mutual no-contact directive is necessary or justifiable to protect the noncomplaining party's safety or well-being, or to respond to interference with an investigation. If the District issues a no-contact directive after making decision of responsibility, the no-contact directive shall be unilateral and only apply against the Party found responsible.

Upon the issuance of a mutual no-contact directive, the District shall provide the Parties with a written justification for the directive and an explanation of the terms of the directive. Upon the issuance of any no-contact directive, the District shall provide the Parties with an explanation of the terms of the directive, including the circumstances, if any, under which violation could be subject to disciplinary action.

### **File Retention**

The District will retain on file for a period of at least three years after closing the case copies of:

- the original complaint;
- the investigatory report;
- the summary of the report if one is prepared;
- the notice provided to the complainant, of the District's administrative determination and his/her right to appeal;
- any appeal; and
- the District's final decision

The District will make such documents available to the State Chancellor upon request.

**Where the complaint allegation consists of Sexual Misconduct, as defined by Title IX, the following applies:**

**Sexual Misconduct:**

Sexual misconduct includes sexual harassment and sexual violence.

- Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or education setting.
- Sexual violence refers to physical sexual acts perpetrated against a person's will or when a person is incapable of giving consent due to the victim's use of drugs or alcohol or due to an intellectual or other disability. Sexual violence includes rape, sexual assault, sexual battery, and sexual coercion.
- Affirmative consent means an affirmative, conscious, and voluntary agreement to engage in sexual activity.

Sexual misconduct creates a hostile environment if the conduct is sufficiently serious that it interferes with or limits a student's ability to participate in or benefit from the District's program. A single or isolated incident may create a hostile environment if the incident is sufficiently severe.

**Complaint Procedure:**

Where the complaint involves a minor, the District will comply with California mandated reporting requirements.

All responsible employees are required to report all actual or suspected sexual misconduct to the Title IX Coordinator immediately. A responsible employee is any employee who has the authority to take action to redress sexual misconduct, who has been given the duty of reporting incidents of sexual misconduct to the Title IX Coordinator or Superintendent/President, or whom a student or employee could reasonably believe has this authority or duty. The District is on notice if a responsible employee knew, or in the exercise of reasonable care should have known, about the sexual misconduct.

Any person may make a complaint by contacting the Title IX Coordinator directly. The District's Title IX Coordinator is the Director of Human Resources/EEO, 570 Golden Eagle Avenue, Quincy, California 95971, telephone 530-283-0202, extension 280. The Title IX Coordinator will receive all relevant details about the alleged sexual misconduct reported to the District responsible employee in order to determine what occurred and how to resolve the situation. This includes the names of alleged victim and alleged perpetrator (if known), and the date, time, and location of the alleged sexual misconduct.

**Privileged or Confidential Reporting:**

A District responsible employee should, whenever possible, before a student or employee reveals information that he or she may wish to keep confidential, ensure that the person making the report understands the employees obligations to report to the Title IX Coordinator, the victims option to request confidentiality, which the District will take into

consideration, and the victims ability to share the information confidentially with designated District employees.

Professional, licensed, mental health counselors, who provide mental-health counseling to members of the District community, or interns, graduate students, and others supervised by professional licensed counselors, are not required to report any information to the Title IX Coordinator.

**Authority over Parties:**

The District has authority over students, employees, and third parties for alleged violations of this policy that occur on District property. The District has authority over District employees and students for alleged violations of this policy that occur at District activities or events. The District may exercise authority over events that occur off-campus to determine if the conduct occurred in the context of an education program or activity or had continuing effects on campus or in an off-campus education program or activity.

**Standard of Proof:**

The District will use a “preponderance of the evidence” standard of proof in determining whether there has been a violation of this policy. This standard of proof is also known as “more likely than not” standard.

**Upon Receiving the Complaint – Health and Safety:**

The Title IX Coordinator together with the Chief Student Services Officer will make an immediate assessment concerning the health and safety of the victim and campus community as a whole. The District will provide the victim with immediate, interim measures necessary to protect his or her health and safety. These immediate, interim measures may include ensuring that the victim and perpetrator do not attend the same classes or work in the same area, preventing offending third parties from entering campus, providing counseling services or a referral to counseling services, providing academic support services, such as tutoring, arranging for a victim to retake a course or withdraw from a course without penalty, including ensuring that any changes do not adversely affect the victims’ academic record.

Where the District determines that there is a substantial threat to the campus community, it will issue a timely warning. The District will issue the warning according to District Administrative Procedures. The District will not to disclose the victim’s name or other identifying information when issuing the warning.

**Communicating that the Conduct is Unwelcome:**

The employee or student may, but is not required to let the offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste, or inappropriate. This is not required.

**Intake and Processing of the Complaint:**

The Title IX Coordinator will not use mediation or any similar process to informally resolve a sexual misconduct complaint.

**Confidentiality:**

Where the victim requests confidentiality or that the District not conduct an investigation, the District will take all reasonable steps to investigate while honoring the request. Where the victim insists that the District not disclose his or her name or other identifiable information to the alleged perpetrator, the District will inform the victim that its ability to respond will be limited. The District will evaluate this request in the context of its responsibility to provide a safe and nondiscriminatory environment for all employees and students. When weighing a request for confidentiality against the seriousness of the alleged harassment, the Title IX Coordinator will take the factors listed above into consideration.

**Fact-Finding Investigation:**

Where the victim has filed a criminal complaint with local law enforcement, the District will consider what information the District is able to share, pursuant to state and federal law, to ensure that victims are not unnecessarily required to give multiple statements about a traumatic event. The District will continue to conduct its own thorough, reliable, prompt, and impartial investigation. The District will normally complete its sexual misconduct investigation within 60 business days of receiving the complaint, unless extended by the Title IX Coordinator for good cause. The Title IX Coordinator will notify the victim and accused in writing of the reason for the extension and the projected new timeline.

The victim and accused will have equal opportunity to present relevant witnesses and other evidence to the District investigator. The District will provide the same opportunities to the victim and accused.

The results of the fact-finding investigation will be set out in a formal investigative report which will include the requirements listed above and a credibility determination of the victim, accused, and witnesses.

**Reporting to State Chancellor's Office:**

The District considers all sexual misconduct complaints to be formal complaints. The Title IX Coordinator must notify the State Chancellor's Office of any sexual misconduct complaints. Upon completing the investigation, the District shall forward to the Chancellor's Office a copy of the investigative report and administrative determination and to the complainant a copy or summary of the investigative report and administrative determination.

**Dissemination of Policy and Procedures**

District Policy and Procedures related to harassment and discrimination will be provided to all students, faculty members, members of the administrative staff and members of the support staff, and will be posted on campus.

When hired, employees are required to sign that they have received the policy and procedures, and the signed acknowledgment of receipt is placed in each employee's personnel file. In addition, these policies and procedures are incorporated into the District's course catalogs and orientation materials for new students.



## **Training**

By January 1, 2021, the District shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees and at least one hour of classroom or other effective interactive training and education regarding sexual harassment to all nonsupervisory employees. All new employees must be provided with the training and education within six months of their assumption of his/her/their position. After January 1, 2021, the District shall provide sexual harassment training and education to each employee once every two years thereafter.

The training and education required by this procedure shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment, a review of “abusive conduct,” and harassment based on gender identity, gender expression, and sexual orientation. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. Supervisor’s harassment training must also address potential exposure and liability for employers and individuals, supervisor’s obligation to report sexual harassment, discrimination, and retaliation when they become aware of it, appropriate remedial measures to correct harassing behavior.” Training for responsible employees must also address the responsible employee’s obligation to report sexual harassment and instruction on how to report sexual harassment to the responsible District officer.

The District will also provide comprehensive, trauma-informed training to each employee involved in the District’s sexual harassment or discrimination grievance procedure including investigating and adjudicating complaints involving sexual violence, sexual assault, domestic violence, dating violence, and stalking. This training shall include information on trauma-informed investigatory and hearing practices that help ensure an impartial and equitable process, best practices for assessment of a sexual harassment or sexual violence complaint, best practices for questioning of the complainant, respondent, and witnesses, and implicit bias and racial inequities, both broadly and in school disciplinary processes. Materials for this training shall include statistics on the prevalence of sexual harassment and sexual violence in the educational setting, and the differing rates at which students experience sexual harassment and sexual assault in the educational setting based on their race, sexual orientation, disability, gender, and gender identity.

The District shall ensure that residential life student and nonstudent staff, or their equivalent, annually receive training on how to handle, in a trauma-informed manner, reports made to them of sexual harassment or sexual violence, and situations in which they are aware of sexual harassment or sexual violence, in student residential facilities.

The District will maintain appropriate records of the training provided, including the names of the supervisory employees trained, the date of training, sign in sheets, copies of all certificates of attendance or completion issued, and the type of training provided. The District will retain these records for at least two years.

### **Education and Prevention for Students**

In order to take proactive measures to prevent sexual harassment and violence toward students, the District will provide preventive education programs and make victim resources, including comprehensive victim services, available. The District will include such programs in their orientation programs for new students, and in training for student athletes and coaches. These programs will include discussion of what constitutes sexual harassment and sexual violence, the District's policies and disciplinary procedures, and the consequences of violating these policies. A training program or informational services will be made available to all students at least once annually.

The education programs will also include information aimed at encouraging students to report incidents of sexual violence to the appropriate District and law enforcement authorities. Since victims or third parties may be deterred from reporting incidents if alcohol, drugs, or other violations of District or campus rules were involved, the District will inform students that the primary concern is for student safety and that use of alcohol or drugs never makes the victim at fault for sexual violence. If other rules are violated, the District will address such violations separately from an allegation of sexual violence.

An individual who participates as a Complainant or witness in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of the District's student conduct policy at or near the time of the incident, unless the District determines that the violation was egregious, including, but not limited to, an action that places the health or safety of any other person at risk or involves plagiarism, cheating, or academic dishonesty.

Reference: BP #3430, AP #3433, AP #3434, AP #3540

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# AP 3500 Campus Safety

Reference:

**Penal Code Section 245; Education Code Section 212; 87014 ; Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1998; 20 U.S.C. § 1232g; 34 C.F.R. 668.46; 34 C.F.R. 99.31(a)(13), (14); Campus Security Act of 1990 Education Code Section 67380**

## Clery Act Compliance-Purpose & Scope

This procedure identifies the components involved to comply with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1998 and subsequent amendments (see definition in attached section).

### COORDINATING COMPLIANCE

Compliance with the Clery Act includes the development of policy statements, gathering information from all the required sources, translation of data in appropriate categories, dissemination of information as required, and appropriate documentation.

### DISTRICT OBLIGATIONS

To be in compliance with Clery Act regulations, Feather River Community College District (hereinafter referred to as FRCCD or the District) must follow regulations in three categories: 1) policy disclosure; 2) records collection and retention; and 3) information dissemination.

#### 1. Policy disclosure

The District provides its employees and the public with accurate statements of its current policies and practices regarding:

- Procedures for students and others to report criminal actions or other emergencies occurring on campus;
- Security of and access to campus facilities; and
- Campus law enforcement.

#### 2. Records collection and retention

The District is required to keep appropriate campus records and to request records from law enforcement agencies.

- The District keeps records of crimes reported to authorities.
- The District also makes a reasonable good-faith effort to obtain certain crime statistics from appropriate law enforcement agencies to include in an annual security report and the Web-based report to ED.

#### 3. Information dissemination

To provide FRCCD employees and the public with information necessary to make informed decisions about their safety, FRCCD disseminates information in several ways:

- Provides “timely warnings” of any Clery Act crime that might represent an ongoing threat to the safety of students or employees;
- Publishes an annual security report and distributes it to all current students and employees, and informs prospective students and employees about the content and availability of the report;
- Provides information about where to obtain information about registered sex offenders; (Megan’s Law)
- Submits the District’s crime statistics to ED through the Web-based data collection system.

### **WHO IN THE DISTRICT MUST BE INVOLVED**

All postsecondary institutions, both public and private, that participate in federal Title IV student aid programs are required to comply with the Clery Act regulations. Although Clery Act compliance is an institutional responsibility, full compliance is a FRCCD-wide effort, and concerns all members of the campus community. Policy statements have been developed and crime reports are collected from a wide variety of campus security authorities.

FRCCD authorities include:

- Feather River Community College District Safety Department;
- Maintenance staff responsible for monitoring campus and district property;
- Individuals and offices designated by the FRCCD Administrative Policy (AP) campus security policies as those to whom crimes should be reported; and
- Officials of FRCCD with significant responsibility for student and campus activities.
- Officials of Feather River College Residence Hall

### **THE CONSEQUENCES OF NONCOMPLIANCE**

In addition to providing guidance on the implementation of Clery Act regulations and collecting and disseminating crime data to Congress and the public, the U.S. Department of Education is also responsible for monitoring compliance. Final Review Determination Reports are public records. ED’s Program Review Guide can be accessed at [www.ifap.ed.gov](http://www.ifap.ed.gov).

### **GEOGRAPHIC AREA ASSOCIATED WITH FRCCD/CAMPUSES AND CENTERS**

The Clery Act requires that the District disclose statistics for offenses committed in certain geographic locations associated with the district campuses and centers. For example, if a burglary is reported to FRCCD, it would be included in the annual security report only if it occurred in one of the following locations:

- on campus,
- in or on a non-campus building or property,
- or on public property within or immediately adjacent to and accessible from the campus.
- All crimes, including hate crimes, must be disclosed by geographic location.

## WHAT TO DISCLOSE: CLASSIFYING AND DEFINING CLERY ACT CRIMES

The District is required to disclose the following crime statistics:

- 1) where the crime occurred;
- 2) the type of crime;
- 3) to whom the crime was reported; and
- 4) when the crime was reported.

The District is required to disclose reported crimes. A crime is reported when it is brought to the attention of FRCCD campus security or the local police by a victim, witness, other third party, or the offender(s). The District must disclose crime reports regardless of whether any of the individuals involved in either the crime itself, or in the reporting of the crime, are associated with FRCCD.

If the individual receiving the crime information believes it was provided in good faith, he or she should document this as a crime report. In good faith means there is a reasonable basis for believing that the information is not simply rumor or hearsay. That is, there is little or no reason to doubt the validity of the information.

It is not necessary for the crime to have been investigated by the police or campus security, nor must a finding of guilt or responsibility be made. If District employees are in doubt as to whether a crime has been reported, they should rely on the judgment of law enforcement professionals to include the FRCCD Safety Officer.

### REPORTING THREE GENERAL CATEGORIES OF CRIME STATISTICS

The Clery Act requires FRCCD to disclose three general categories of crime statistics:

#### 1. **Criminal Offenses**

- a) Criminal Homicide, including: Murder and Non-Negligent Manslaughter; and Negligent Manslaughter
- b) Sex Offenses including: forcible and non-forcible;
- c) Robbery;
- d) Aggravated Assault;
- e) Burglary;
- f) Motor Vehicle Theft; and
- g) Arson.

#### 2. **Hate Crimes**—Disclose whether any of the above- mentioned offenses, or any other crimes involving bodily injury, were hate crimes; and

#### 3. **Arrests and Referrals for Disciplinary Action** for illegal weapons possession and violation of drug and liquor laws.

## **Arrests or Disciplinary Referrals for Illegal Weapons Possession and Substance Law Violations**

In addition to disclosing statistics for the aforementioned offenses, the Clery Act requires FRCCD to disclose both the number of arrests and the number of persons referred for disciplinary action for:

1. Illegal weapons possession;
2. Drug law violations; and
3. Liquor law violations.
4. Arrests and referrals

Regulations related to disclosures limit reporting to violations of the law resulting in arrests or persons being referred for disciplinary action. Reports of violations of District policies that result in persons being referred for disciplinary action, but no violation of the law, are not required.

For example, if an FRCCD student of legal drinking age violates the District's "dry campus" policy and is referred for disciplinary action, that statistic need not be included in the District's crime statistics because the referral was not the result of a violation of the law.

If an individual is referred for disciplinary action and arrested for an offense only the arrest will be counted

Arrest for Clery Act purposes is defined as *persons processed by arrest, citation or summons.*

Referred for disciplinary action is defined as the referral of any person to any official who initiates a disciplinary action of which a record is kept and which may result in the imposition of a sanction.

## **CAMPUS SAFETY OFFICER REPORTING RESPONSIBILITY**

The Campus Safety Officer or designee will submit crime statistics to the U.S. Department of Education: Web-Based Data Collection on an annual basis.

## **DISTRIBUTING THE ANNUAL SECURITY REPORT**

The FRCCD Annual Security Report must be available to enrolled students and current employees. The District may distribute the report through appropriate publications and mailings, including, but not limited to the following:

- Direct mailing to each individual through the U.S. Postal Service, or
- Campus mail, or
- Electronic mail; or
- Provided directly to each individual; or
- Posting on an Internet website or an Intranet website; or
- A combination of these methods.

## OVERVIEW OF THE BASIC REQUIREMENTS AND TIME FRAMES

**TABLE 1—COMPONENTS OF *CLERY* ACT COMPLIANCE**

| <b>What?</b>   | <b>When?</b>  | <b>To Whom?</b>   | <b>Chapter(s)</b>                            |
|--|---|---|--|
| <b>Development, disclosure and implementation</b> of all campus security policies.   | Routinely on an ongoing basis.  | All members of the campus community.  | The Handbook for Campus Crime Reporting 8–9  |
| <b>Timely warnings</b> to alert the campus community about crimes that pose a serious or continuing threat to safety.          | Whenever there is a threat that a crime is ongoing or may be repeated (i.e., as soon as the information becomes available). | All members of the campus community.  | The Handbook for Campus Crime Reporting 5    |
| <b>A daily crime log</b> that lists, by date reported, all crimes reported to the campus security.                             | Updated daily as crimes are reported.   | Must be made available for public inspection without exception.   | The Handbook for Campus Crime Reporting 6    |
| <b>Annual security report</b> containing campus security policy disclosures and crime statistics for the previous three years. | Must be published and distributed annually by October 1. There is no grace period.  | Current students and employees individually. Prospective students and employees notified of availability of report. | The Handbook for Campus Crime Reporting 7–10 |
| <b>Report to ED</b> of statistics for <i>Clery Act</i> crimes via designated Web site.   | Each fall, on the dates provided by ED in a letter to the institution.  | Made available for public inspection.   | The Handbook for Campus Crime Reporting 11   |

### DEFINITIONS

**FRCCD** – Feather River Community College District.

**(ED)** - The U.S. Department of Education.

**JEANNE CLERY DISCLOSURE OF CAMPUS SECURITY POLICY AND CAMPUS CRIME STATISTICS ACT** - In 1990, Congress enacted the Crime Awareness and Campus Security Act (Title II of Public Law 101–542), which amended the Higher Education Act of 1965 (HEA). This act required all postsecondary institutions participating in Title IV student financial aid programs to disclose campus crime statistics and security information. The act was amended in 1992, 1998 and 2000. The 1998 amendments renamed the law the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act in memory of a student who was slain in her dorm room in 1986.

**UCR** – Uniform Crime Reporting.

**(PPA)** - Signed Program Participation Agreement.

**FEDERAL STUDENT AID PROGRAMS** - These programs include: Pell Grants; Federal Supplemental Educational Opportunity Grants (FSEOGs); the Federal Work Study

Program; Federal Plus Loans; the Federal Family Education Loan Program (FFELP); the Direct Loan Program; and the Leveraging Educational Assistance Partnership (LEAP).

**TIMELY WARNING** – is a release of information that might mitigate an ongoing potential threat to students and faculty/staff. A timely warning could be issued as a result of an event occurring on campus or a non-campus location. Timely warnings will include different amounts of information, depending on the circumstances of each incident. Most of the timely warnings will carry a crime prevention tip to help our community take preventive measures. The information shall be disseminated by Public Information Officer or designee in a manner that aids the prevention of similar crimes. The method used to notify effective parties would be “door to door”. Information is E-mailed to students and staff. Notices are placed at entrances to buildings. Copies of notices are provided to student housing management and resident assistant provide information to each living area. The disclosure may only include the final result of the disciplinary proceeding with respect to the alleged criminal offense. The District shall not disclose the name of any other student, including a victim or witness, unless the victim or witness has waived their right to confidentiality.

**REPORTED CRIMES** - A crime is reported when it is brought to the attention of FRCCD campus security authority or the local police by a victim, witness, other third party, or even the offender.

**IN GOOD FAITH** - means there is a reasonable basis for believing that the information is not simply rumor or hearsay. That is, there is little or no reason to doubt the validity of the information.

**ARREST** - for Clery Act purposes is defined as persons processed by arrest, citation or summons.

**REFERRED FOR DISCIPLINARY ACTION** - is defined as the referral of any person to any official who initiates a disciplinary action of which a record is kept and which may result in the imposition of a sanction.

**ON CAMPUS** -Any building or property owned or controlled by FRCCD within the same reasonably contiguous geographic area and used by FRCCD in direct support of, or in a manner related to, FRCCD’s educational purposes, including residence halls; and any building or property that is within or reasonably contiguous to paragraph (1) of this definition, that is owned by FRCCD but controlled by another person, is frequently used by students, and supports institutional purposes (such as a cafeteria, Bookstore, Health Clinic, or other retail vendor).

**NON-CAMPUS BUILDING OR PROPERTY** -

Any building or property owned or controlled by a student organization that is officially recognized by the institution; or any building or property owned or controlled by FRCCD that is used in direct support of, or in relation to, FRCCD’s educational purposes, is frequently used by students, and is not within the same reasonably contiguous geographic area of the college, campus, or center.

**ON PUBLIC PROPERTY** - All public property, including thoroughfares, streets, sidewalks, and parking facilities, that is within the campus, or immediately adjacent to and accessible from the campus.

**SEPARATE CAMPUS** - A separate campus, by definition, is an additional location such as a branch, school or administrative division that is not reasonably geographically contiguous with the main campus.



**ILLEGAL WEAPONS POSSESSION** - is defined as the violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices or other deadly weapons. This classification encompasses weapons offenses that are regulatory in nature. Include in this classification: manufacture, sale, or possession of deadly weapons; carrying deadly weapons, concealed or openly; using, manufacturing, etc., of silencers; furnishing deadly weapons to minors; aliens possessing deadly weapons; and attempts to commit any of the above.

**DRUG LAW VIOLATIONS** - This is defined as the violation of laws prohibiting the production, distribution and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use. The unlawful cultivation, manufacture, distribution, sale, purchase, use, possession, transportation or importation of any controlled drug or narcotic substance. Include in this classification: Arrests for violations of state and local laws, specifically those relating to the unlawful possession, sale, use, growing, manufacturing and making of narcotic drugs. The relevant substances include: opium or cocaine and their derivatives (morphine, heroin, codeine); marijuana; synthetic narcotics—manufactured narcotics which can cause true addiction (Demerol, methadone); and dangerous non-narcotic drugs (barbiturates, Benzedrine).

**LIQUOR LAW VIOLATIONS** - This is defined as the violation of state or local laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, or use of alcoholic beverages, not including driving under the influence and drunkenness. Include in this classification: the manufacture, sale, transporting, furnishing, possessing, etc., of intoxicating liquor; maintaining unlawful drinking places; bootlegging; operating still; furnishing liquor to a minor or intemperate person; underage possession; using a vehicle for illegal transportation of liquor; drinking on train or public conveyance; and attempts to commit any of the above. Drunkenness and driving under the influence are not liquor law violations.

**FORCIBLE RAPE** - NIBRS definition of forcible rape is:

The carnal knowledge of a person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent because of their temporary or permanent mental or physical incapacity (or because of their youth) (UCR Handbook, NIBRS Edition, 1992, page 21).

**BURGLARY, Breaking or Entering** - UCR Handbook defines as "the unlawful entry of a structure to commit a felony or a theft."

**MURDER AND NON-NEGLIGENT MANSLAUGHTER** - is defined as the willful (non-negligent) killing of one human being by another.

**NEGLIGENT MANSLAUGHTER** - is defined as the killing of another person through gross negligence.

**SEX OFFENSES – FORCIBLE** - is defined as any sexual act directed against another person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent.

**SEX OFFENSES – NON FORCIBLE** - are incidents of unlawful, non-forcible sexual intercourse.

**ROBBERY** – Robbery is the taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

**AGGRAVATED ASSAULT** - Aggravated assault is an unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm.

**MOTOR VEHICLE THEFT** - Motor vehicle theft is the theft or attempted theft of a motor vehicle. Count one offense for each stolen vehicle. This category does not include farm equipment, bulldozers, airplanes, construction equipment or water craft (motorboats, sailboats, houseboats or jet skis).

**ARSON** - Arson is any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc.

**HATE CRIMES** -

The victim was intentionally selected because of the perpetrator's bias: Race, Gender, Religion, Sexual orientation, Ethnicity/national origin, Disability

## Feather River College

### Timely Notification Procedure

#### **PURPOSE**

The purpose of this directive is to codify this College's procedures concerning the Timely Notifications/Crime Alerts issued by Feather River College.

#### **PROCEDURE**

It is the procedure of this College to issue Timely Notifications/Crime Alerts in an effort to notify community members about certain crimes in and around our community. For the purposes of this procedure, "timely manner" generally means within 24 hours after the incident has been brought to the attention of a "campus security authority" as defined in the Clery Act. It is further the procedure of this College to maintain compliance with applicable features of the Jeanne Clery Disclosure of Campus Security Procedure and Campus Crime Statistics Act as mandated by the Department of Education.

#### **GENERAL**

The Director of Facilities or their designee is responsible for consulting with College administration, Plumas County Sheriff's Department, and with other campus authorities (as deemed necessary) in making the determination on a case-by-case basis of when "timely notification" information in the form of a Crime Alert is disseminated.

These alerts should be approved by the Superintendent/President of the College or in their absence these alerts will be approved by the Administrator in Charge.

When a Crime Alert is issued, it is the responsibility of the issuing authority to cause immediate notification to the representatives of the Chief Student Services Office and other necessary administration. Notification shall also be issued to the Plumas County Sheriff's Department, if applicable.

In relation to the Clery Act, a two-prong test shall be applied to determine if a Crime Alert will be issued based upon the incident being reported to Campus Safety, a campus administrator or local police agency who then advises Campus Safety:

1. Identified as a Clery Act crime (Murder; Non-Negligent Manslaughter; Aggravated Assault; Robbery; Forcible Sex Offenses; Forcible Rape; Forcible Sodomy; Sexual Assault with an Object; Burglary); AND
2. Is the crime considered to represent a serious or continuing threat to students, faculty, staff, or visitors?

Determining whether to issue a Crime Alert for non-Clery Act crimes shall be evaluated on a case-by-case basis, taking into account both the frequency of offense and the likelihood for additional occurrence.

When Timely Notifications/Crime Alerts are issued, a corresponding Timely Notification Action Report shall be completed and filed in the Clery Annual Retention file with attached

copies of the Crime Alert and a copy of the associated Feather River College incident report(s) if one has been created.

When it is decided that a Timely Notifications/Crime Alerts will not be issued in an instance where normally required, the Timely Notifications Action Report should be completed documenting why.

**Timely Notifications/Crime Alerts** contain in the subject line the phrase “Timely Notification” or “Crime Alert” depending on the severity of the threat. The body of the notification will include information regarding the Clery Act requirement; a short description of the crime or incident giving the time and date, location, reported offense, suspect description, weapon used (if any), and suspect vehicle (if any) and method of operation (MO) used to facilitate the crime. The notification should also include personal safety information to aid members of the College community in protecting themselves from becoming victims of a similar crime and promote overall safety for our educational community.

Methods of dissemination may include, but are not limited to, electronic distribution through FRC Emergency Alert System, posting of hard copies in public areas, and posting on College web site.

Following issuance, Timely Notifications/Crime Alerts should be posted in a conspicuous location for public review. This posting should be for a period of no less than 60 days.

Status updates as to the resolution and/or unbounding of the crime and issued Timely Notifications/Crime Alerts will be similarly disseminated and updated as soon as possible.

Reporting- Members of the community who know of a crime or serious incidents should report that incident as soon as possible to a College administrator so the College can make a determination as to issuing an alert.

**Feather River College**

Timely Notification Action Report

**GENERAL INFORMATION:**

Case Number: \_\_\_\_\_ Outside Agency Case Number: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Date Reported: \_\_\_\_\_

Clery Crime: Y [ ] N [ ]

Report Source: [ ] FRC Safety [ ] Local PD: \_\_\_\_\_

Report Source: [ ] Sheriff: \_\_\_\_\_ [ ] Other: \_\_\_\_\_

**CRIME ALERT POSTED?** Yes [ ] No [ ]

How? Utilized Posting Methods

Fliers: Yes [ ] No [ ] Date: \_\_\_\_\_

College Website: Yes [ ] No [ ] Date: \_\_\_\_\_

Mass Email: Yes [ ] No [ ] Date: \_\_\_\_\_

Text Alert: Yes [ ] No [ ] Date: \_\_\_\_\_

Other: Date: \_\_\_\_\_

Have subject(s) related to criminal incident been arrested? Yes [ ] No [ ]

Will a crime alert being posted hinder the investigation? Yes [ ] No [ ]

If **YES**, why:

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If a crime alert was not posted, indicate the reason(s) why:

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Miscellaneous Comments/Information:

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Approving Authority: \_\_\_\_\_  
Print Name Signature

## **Feather River College**

### Emergency Notification Procedures

#### **Reference: OMB – 34 CFR Parts 668.46(g)**

To ensure Feather River College is in compliance with recent changes to the Higher Education Act of 1965 as amended by the Higher Education Opportunity Act of 2008, the following emergency notification procedures have been implemented. These procedures are separate from those required for a timely warning required in response to specific crimes under the Clery Act.

In the event of a significant emergency or dangerous situation involving an immediate threat occurring on the Feather River College campus, officials will take the following steps.

#### **Determining if an Emergency Notification is Warranted**

1. Take steps to confirm there is a significant emergency or dangerous situation that poses an immediate threat to the health or safety of FRC faculty, staff, students, or visitors. This will be done based upon:
  - Personal observation of the event (sight or sound)
  - Report from Campus Public Safety, faculty, staff, students, administrators, or visitor to the Campus
  - Information from an outside reliable source, such as local police or fire, news media, or government entity
  - Other means that might be available
2. Upon confirmation of the event or sufficient information to indicate the emergency or dangerous situation is or has taken place, campus officials will attempt to determine if notification would jeopardize on-going fire or law enforcement activities, thereby causing greater harm to the campus and its occupants or hinder efforts to contain the emergency. This will be based upon the professional judgment of the Director of Facilities, Safety Officer, or outside emergency service providers (fire or police) that notification would compromise efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.
3. If notification is warranted, campus officials will determine the segments of the campus community to receive immediate notification and initiate the notification process. This will be determined by the:
  - Nature, size, and location of the event
  - Date and time of the event
  - Area that could be adversely affected
  - Information available for outside emergency services if the event happens off campus

4. Director of Facilities or the Campus Safety Officer, in conjunction with input from the Office of the President, the President's Cabinet or their designated representatives, will determine the content of the notification. If time is of the essence, an initial notification will be made by Director of Facilities or Safety Officer with a follow up notification as soon as possible containing additional information and instructions.

**The initial message should contain the following:**

- Who message is from
- Type of incident
- Action to be taken
- Where additional information may be obtained

If the initial message is also sent as a text message, it may be shorter due to limitations in the number of characters that can be transmitted in a single message.

**Method of an Emergency Notification**

One or more of the following methods to notify the Campus community will be utilized:

- Campus Emergency Alert System that utilized a combination of email, voice, and text messaging.
- Campus email system
- Posting of a message on the FRC emergency phone line
- FRC Web site <http://www.frc.edu>

If the larger community needs to be advised of an emergency situation on the FRC campus, a combination of the following methods may be used:

- Campus Emergency Alert System that utilized a combination of email, voice, and text messaging.
- Campus email system
- Posting of a message on the FRC emergency phone line
- FRC Web site <http://www.frc.edu>
- FRC Public Relations to contact local public media (radio, television, press)



## **Authorized To Initiate an Emergency Notification**

Authorized to carry out an initial emergency notification to the FRC Campuses and the immediate community comes from the:

- Superintendent/President
- Dean of Instruction/CIO
- Chief Student Services Officer
- Director of Facilities
- Chief Financial Officer

## **Testing Of the Emergency Notification System**

A test of the Feather River College Campus Alert System is conducted annually each academic year and includes:

- Notification to the FRC community that a test of the Campus Alert System will be conducted.
- Request that the FRC community sign and update their profile under CAMPUS ALERTS prior to the test, to include checking the accuracy of their personal contact information; i.e., home phone, personal cell phone, personal email address
- Request that the message be acknowledged when received
- Sending of a test emergency message
- Recording the results of the test and reporting the day and time of the test in the next Annual Security Report

Reference: AP #3515 Reporting of Crimes

Approvals:

Cabinet: March 11, 2008, May 6, 2010

## **AP 3501 Campus Security and Access**

Reference:

**34 Code of Federal Regulations Section 668.46(b)(3); ACCJC Accreditation Standard III.B.1**

During business hours, the District (“excluding housing facilities, if applicable”) will be open to students, parents, employees, contractors, guests and invitees. During non-business hours access to all District facilities is by key, if issued, or by admittance via the Director of Facilities (“or housing staff if applicable”). In the case of periods of extended closing, the District will admit only those with prior written approval to all facilities.

Residence halls are secured 24 hours a day. Over extended breaks, the doors of all halls will be secured around the clock and will be equipped with a lock separate from the regular key issued to resident students. Some facilities may have individual hours, which may vary at different times of the year. In these cases, the facilities will be secured according to schedules developed by the department responsible for the facility.

Emergencies may necessitate changes or alterations to any posted schedules. Areas that are revealed as problematic will have regular periodic security surveys. The Director of Facilities/Chief Technology Officer (CTO) and Chief Student Services Officer will review these results. These surveys examine security issues such as landscaping, locks, alarms, lighting, and communications. Additionally, during the academic year, the Director of Facilities/CTO and Chief Student Services Officer and maintenance staff shall meet to discuss campus security and access issues of pressing concern.

Reference: BP #3501

Approvals:

Academic Senate: November 21, 2016

Classified Senate: December 21, 2015

Cabinet: December 2, 2016

# **AP 3505 Fire Alarms, Fire Drills, and Facilities Evacuation**

Reference:

**OMB – 34 CFR Parts 668.46(g)**

## **1. POLICY STATEMENTS**

We at Feather River College are committed to supporting the educational mission of the institution through professional personnel services and a safe environment. The following procedure contributes to the fulfillment of this policy.

The Superintendent/President and their designee are the only College officials authorized to conduct a fire exit drill and to activate a fire alarm for such drills. The officials will coordinate with the Quincy Fire Department for joint participation.

This Policy establishes procedures for the response to fire alarms and conduct of fire exit drills for Feather River College facilities. The evacuation procedures outlined in this policy apply to activation of any alarm including, but not limited to: fire, fire exit drill, or other non-fire emergency. Evacuation procedures are primarily applicable to buildings, but also include all college facilities.

The specific objectives of this policy are to:

1. Assign administrative responsibility to the Facilities and Safety Departments for facilities evacuation and training.
2. Require compliance with the training provisions of the National Fire Protection Association's Life Safety Code operating features regarding fire alarms and fire exit drills. The purpose of such training is to facilitate the orderly evacuation of college facilities by faculty, staff, students, and other occupants.
3. Establish a program to evaluate fire alarms and fire drills to ensure that established procedures and fire alarm reporting systems operate efficiently and effectively.
4. Establish procedures to address evacuation of persons with disabilities in accordance with the Americans with Disabilities Act (ADA). Sample fire and emergency evacuation procedures for persons with disabilities are included as Attachment I. This sample should serve as a guide for developing individual departmental procedures. Students with disabilities will be informed of the evacuation procedures by Disability Students Programs and Services office. Employees with disabilities will be informed of such procedures by the Human Resources Office.
5. Permit independent drills and activities that are required at the Child Development Center to fulfill licensing requirements.

Failure to comply with this policy may jeopardize the safety of the individual who is in non-compliance, as well as other college employees, students, and/or rescue personnel. Thus, non-compliance is a serious issue and may result in disciplinary action.

This policy applies only to fire drills, fire alarms, and facilities evacuation. Refer to the Emergency Action Plan with all other emergencies and/or disaster situations.

## 2. DEFINITIONS

Fire Drill – A pre-planned activity designed to test the fire alarms and evacuation procedures.

Fire Alarm – Audible or visual signal from a fire safety system, designed to warn of a potential fire danger or other emergency.

Emergency – A situation that threatens the physical safety of individuals and/or property.

Non-Fire Emergency – A situation that threatens the safety of individuals that is not the result of a fire, for example a bomb threat or an earthquake.

Fire Official – Fire Department Officer at the scene.

## 3. FIRE DRILL REQUIREMENTS

The Facilities and Safety Departments have responsibility for conducting fire exit drills on the Campus. Safety Officer with the guidance of the safety committee will coordinate such drills with the Administrators of each area. The Child Development center will be included in the bi-annual drills but will be independent for the monthly drills to comply with the minimum standards for day care centers.

| <u>OCCUPANCY</u>               | <u>BI-ANNUAL</u> | <u>MONTHLY</u> |
|--------------------------------|------------------|----------------|
| Campus, et al.                 | X                |                |
| Child Development Center (CDC) |                  | X              |

The Quincy Campus will have drills or some other safety exercise, a minimum of twice a year during fall and spring semesters.

All other locations – A fire exit drill or other safety exercise will be conducted at the discretion of the Safety Committee, or at the request of a department head.

The Safety Officer will involve the Quincy Fire Department (QFD) in the college’s fire drills and training to assure QFD is familiar with the college’s procedures, facilities, and emergency personnel.

## 4. PROCEDURES FOR CONDUCTING FIRE EXIT DRILLS

The occupants of each academic or administrative building are required to participate fully in the drill.

Generally, a fire exit drill in an academic building will be scheduled to start ten (10) minutes prior to the end of the academic class.

### **Safety Officer**

1. Safety Officer will review the results of all fire drills and evacuation procedures.
2. Prior to initiating the alarm for a fire exit drill, the Safety Officer will take the following actions:
  - a. Alert the Plumas County Sheriff Department, allowing sufficient time for their participation, if desired;
  - b. Alert the Quincy Fire Department, allowing sufficient time for their participation, if desired;
  - c. Notify the ASFRC Advisor of the impending drill;
  - d. Notify building Supervisors
  - e. Report to the building involved to observe the procedures; and
  - f. Have available the Fire Exit Drill and Building Evacuation Procedure Evaluation form (Attachment II).
3. Upon sounding the building fire alarm, the Safety Officer will:
  - a. Closely observe the practices used for compliance to the written procedures;
  - b. Closely evaluate all the factors and note appropriately on the evacuation/fire drill checklist;
  - c. Avail himself/herself of all information related to any absences and take appropriate action;
  - d. Coordinate the services of the Quincy Fire Department with the Sheriff Department to direct traffic from the area, to protect fire equipment, and to provide emergency communications.

Unauthorized activation of a fire alarm in a non-emergency situation by a student or employee may result in disciplinary action. This is also a criminal offense and criminal prosecution may result in addition to any college sanction.

### **5. PROCEDURES DURING AN ACTUAL FIRE OR OTHER NON-FIRE EMERGENCY**

Because of the danger posed by an actual fire or other non-fire emergency, any individual may activate a fire alarm to alert others to an imminent danger in or near a College facility. Feather River College has primary authority during an actual fire and other non-fire emergency. The Director of Facilities or his designate will be the Incident Commander and follow procedures in compliance with the Emergency Action Plan. FRC will coordinate with the Quincy Fire Department, Plumas County Sheriff Department, and other Emergency/Rescue Personnel. College personnel will serve as support staff for the emergency situation, as needed by Incident Command.

Evacuation procedures for buildings and other college facilities will be as follows:

- a. Evacuate the building upon activation of the building fire alarm under any circumstances. There is no differentiation between a fire exit drill and a fire alarm in regard to the expected occupant response to evacuate the building.
- b. If the exit drill is conducted by simulating a fire to be discovered by staff personnel, alert all building personnel that a fire exit drill is in progress. The building fire alarm should then be activated as a means of alerting the occupants.
- c. Utilize the building communication intercom system, where available, to notify occupants of the nature of the alarm. An announcement stating that a fire exit drill is in progress and directing all occupants to evacuate the building is appropriate.
- d. Intercom announcements will identify the area/zone of the building in alarm.
- e. When appropriate, direct rescue operations to the building zone in alarm. In conjunction with any rescue attempts, extinguishment of the fire by use of portable extinguishers can be attempted.
- f. Have individual report to a designated central location outside the building. Procedures must be established to ensure that all occupants leave the building.
- g. Remain outside of the building until the building has been checked for fire and occupants. The Incident Commander will give the building occupants permission to re-enter the building.
- h. Identify individuals with disabilities and execute procedures for the evacuation of persons with disabilities. Students with physical disabilities will be given priority assignment to seating near accessible exits;
- i. Identify the location of fire extinguishing and fire alarm equipment.
- j. Instructors/supervisors will enforce the requirement that all entrances and exit routes (corridors, hallways, and aisles) are clear of furniture, storage items, or other obstructions.
- k. If possible, the Sheriff Department and the Quincy Fire Department via 9-911 should be contacted by telephone immediately after an alarm has been sounded. The person calling will identify the location, type and extent of the fire, and any personal knowledge of persons in imminent danger.
- l. Upon arrival of fire officials at the scene, the incident commander will coordinate with the fire officials.

**Re-entry Procedures will be as follows:**

- a. The Quincy Fire Department will return control of the building to the occupants through the Incident Commander. The Incident Commander will notify the Instructor/supervisor when the building is cleared for occupancy.
- b. The Area Supervisor will assist Incident Commander in notifying occupants that the building is cleared for occupancy.
- c. No one will be allowed to re-enter the building for any reason until the building is released by the Fire Official and Incident Commander.

**6. EVALUATION OF FIRE EXIT DRILLS AND FACILITIES' EVACUATION**

Upon completion of each fire drill or after facilities evacuation (due to a fire or other non-fire emergency), a written evaluation will be prepared by the Safety Officer.

The Fire Drill evaluations will address:

1. Evacuation time and efficiency.
2. Student/faculty/staff safety.
3. Response time:
  - a. Quincy Fire Department (where appropriate).
  - b. Sheriff Department units.
4. Effectiveness of evacuation procedures:
  - a. Training.
  - b. Routes and exits.
5. Procedural deficiencies.
6. Recommendations for improvement in procedures; and.
7. Recommendations for alterations in the facility.
8. Recommendations for revising procedures impacting other college departments, not listed herein, shall be routed to those departments for their consideration, (i. e., Business Services, Disabled Students Programs and Services {DSPS}, etc.).
9. Building and Fire Systems found to be non-compliant will be noted in the evaluation and reported to the Director of Facilities for repairs and/or the department managers for corrective action.
10. Departments or individuals who have caused non-compliance

Distribution of the evaluation will be as follows:

1. President
2. Dean of Instruction/CIO
3. Chief Student Services Officer
4. Department heads of facilities involved
5. Director for Facilities
6. College Financial Officer
7. Safety Committee.
8. ASFRC

## **7. FIRE TRAINING PROCEDURES**

The Safety Officer has primary responsibility for the conduct of training programs under this policy.

All employees are expected to be familiar with their work area, preplanning their evacuation strategy

Fire Training Programs will include the following subjects:

1. Chemistry of fire – prevention/extinguishment
2. Fire alarm systems
3. Use of building fire extinguishers
4. Evacuation Routes and preferred areas of assembly for mobility impaired.

FRC will provide fire response training in several ways:

1. New Employee Orientation – A fire/safety briefing will be given to all new employees in conjunction with the New Employee Orientation.
2. Crowd Management, Assembly Occupancies – Local, state, and federal fire codes require that owner/operators of facilities with assembly occupancies greater than 1,000 have fully-trained crowd managers. These managers are to be versed on space, energy, time, and metering techniques, which are essential to effective crowd management in large assembly halls or other required areas. The Safety Officer will ensure that crowd managers are designated and trained not less than annually.
3. Biannual training will be given during institutional days that include evacuation Routes.

## **FIRE AND EMERGENCY EVACUATION PROCEDURES FOR PERSONS WITH DISABILITIES**

In accordance with the 1990 Americans with Disabilities Act, (ADA) Feather River College developed procedures for evacuation of persons with disabilities from campus facilities in the event of fire or emergency.

Members of the faculty or staff, and students with a disability or mobility impairment; the following information could save your life in the event of a fire/emergency.

Emergency evacuation plans are posted throughout campus buildings. The plans show exits, and the preferred areas of assembly for rescue. Persons with disabilities who need assistance should go to the appropriate area for assistance in the event of fire or emergency.

Students with disabilities:

1. Who may have difficulty exiting a building in the event of a fire or emergency, should be familiar with the exits and preferred area for assembly for rescue in buildings where they frequent on a regular basis.
2. Should consider enrolling with DSPTS to ensure that their location is tracked by staff in case of an emergency.
2. The college managers will establish a program to assist persons with disabilities and those who need assistance in the event of a fire or emergency.
3. Preferred Areas of Assembly are the following locations for individual with mobility issues.
  - a) Parking Lot uphill side of Learning Center
  - b) Bench in front of DSPTS
  - c) Science Building Handicap Parking
  - d) Main Bus Stop Multi-purpose building

## **FIRE OR EMERGENCY PROCEDURES FOR PERSONS WITH DISABILITIES**



All college employees will assist emergency personnel by identifying the location of persons with disabilities in the event of a fire or emergency.

Persons with disabilities who are able to exit a building during a fire or emergency should do so. Persons with disabilities who cannot exit a building safely should go to the nearest exit or preferred area of assembly to await the arrival of emergency personnel, police or fire department.

All persons with disabilities must regard the fire alarm as a serious matter and evacuate the building immediately. **ALSO REMEMBER: NEVER USE THE ELEVATOR IN THE EVENT OF A FIRE!**

Attachment II

FRC SAFETY  
EVACUATION PROCEDURE EVALUATION

BUILDING LOCATION \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

BUILDING MANAGER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

| ACTIVITY | SAT/UNSAT | REMARKS |
|----------|-----------|---------|
|----------|-----------|---------|

PROCEDURES:

Evacuation Time

Level of Occupant Participation

Effectiveness

Head Count/Accountable

STAFF EFFICIENCY:

Announcements

Evacuation Control

Reporting to 911

Fire Extinguisher/Hose Use

Assist Emergency Response

RESPONSE TIME:

Time of Plumas County Sheriff

---

Time of QFD

---

SYSTEMS:

Alarms

---

Visual

---

Notification to Maintenance  
Alarm

---

Telephone

---

Doors Closed

---

HVAC Shut Down

---

Emergency Lighting

---

Other

---

BUILDING CONDITIONS:

Clear Evacuation Routes (No Obstructions)

---

Training of Personnel

---

Approvals:  
Cabinet: May 6, 2010

# AP 3510 Workplace Violence Prevention and Response Plan

References:

**Cal/OSHA; Labor Code Sections 6300 et seq.; Title 8 Section 3203; Code of Civil Procedure Section 527.8; Penal Code Sections 273.6, 626.9, 626.10, and 12021**

Feather River College is committed to providing a safe work environment that is free of violence and the threat of violence.

## **Responding to Threats of Violence**

The top priority in this process is effectively handling critical workplace incidents, especially those dealing with actual or potential violence.

Violence or the threat of violence against or by any employee of the District or any other person is unacceptable.

Should a non-employee on District property demonstrate or threaten violent behavior, they may be subject to criminal prosecution.

Should an employee, during working hours, demonstrate or threaten violent behavior they may be subject to disciplinary action up to and including termination

The following actions are considered examples of violent acts:

- Striking, punching, slapping or assaulting another person.
- Making any type of a terrorist threat.
- Fighting or challenging another person to fight.
- Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise.
- Engaging in dangerous, threatening or unwanted horseplay.
- Possession, use, or threat of use, of a weapon, including but not limited to a firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, on District property, including parking lots, other exterior premises, District vehicles, or while engaged in activities for the District in other locations, unless such possession or use is a requirement of the job.
- Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.
- Bringing or possessing any dirk, dagger, ice pick, or knife having a fixed blade longer than 2½ inches upon the grounds, unless the person is authorized to possess such a weapon in the course of their employment, has been authorized by a District employee to have the knife, or is a duly appointed peace officer who is engaged in the performance of their duties.

Any employee who is the victim of any violent threatening or harassing conduct, any witness to such conduct, or anyone receiving a report of such conduct, whether the perpetrator is a District employee or a non-employee, shall immediately report the incident to their supervisor or other appropriate person.

- 1- Call 9-1-1
- 2- Immediate Supervisor
- 3- Safety/Security Officer
- 4- Director of Human Resources
- 5- Superintendent/CEO

No one, acting in good faith, who initiates a complaint or reports an incident under this policy, will be subject to retaliation or harassment.

Any employee reported to be a perpetrator will be provided both due process and representation before disciplinary action is taken.

In the event the District fears for the safety of the perpetrator or the safety of others at the scene of the violent act, *District police or appropriate law enforcement personnel* will be called.

Reference: BP #3510

Approvals:

Cabinet: December 1, 2011

## **AP 3515 Reporting of Crimes**

Reference:

**Penal Code Section 245 and 422.55; Education Code Section 212; 67380, 67383 and 87014 ; Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1998; 20 U.S.C. § 1232g; 34 C.F.R. 668.46; 34 C.F.R. 99.31(a)(13), (14) and 668.46; Campus Security Act of 1990**

### **Crime Reporting Procedures:**

Members of Feather River Community College District who are witnesses or victims of a crime should immediately report the crime to the Plumas County Sheriff's Department at 530-283-6600 or 911 in an emergency.

In the event an employee is assaulted, attacked or menaced by a student, the employee shall notify his/her supervisor as soon as practical after the incident. The supervisor of any employee who is attacked, assaulted, or menaced shall assist the employee to promptly report the attack or assault to the Plumas County Sheriff's Department. The supervisor himself/herself shall make the report if the employee is unable or unwilling to do so. Reporting a complaint to local law enforcement will not relieve the District of its obligation to investigate all complaints of harassment.

The District shall publish warnings to the campus community about the following crimes:

- Criminal homicide – murder and non-negligent manslaughter;
- Criminal homicide – negligent manslaughter;
- Sex offenses – forcible and non-forcible sex offenses;
- Domestic violence, dating violence and stalking;
- Robbery;
- Aggravated assault;
- Burglary;
- Motor vehicle theft;
- Arson;
- Arrests for liquor law violations, drug law violations, and illegal weapons possession;
- Persons who were not arrested for liquor law violations, drug law violations, and illegal weapons possession, but who were referred for campus disciplinary actions for same;
- Crimes that manifest evidence that the victim was intentionally selected because of the victim's actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability and involve larceny-theft, simple assault, intimidation, destruction/damage/vandalism of property, or any other crime involving bodily injury;
- Those reported to the Plumas County Sheriff's Department; and

- Those that are considered to represent a continuing threat to other students and employees.

In the event that a situation arises, either on or off campus, that, in the judgement of the Safety Officer, constitutes an ongoing or continuing threat, a campus wide “timely warning” will be issued. The warning will be issued through the college e-mail system to students, faculty, and staff. The information shall be disseminated by the Safety Officer in a manner that aids the prevention of similar crimes.

Depending on the particular circumstances of the crime, especially in all situations that could pose an immediate threat to the community and individuals, the Safety Officer may also post a notice on the college website at [www.frc.edu](http://www.frc.edu) and other college messaging systems as appropriate providing the community with more immediate notification. Anyone with information warranting a timely warning should report the circumstances to the Safety Officer by phone at 530-283-0202, extension 259.

The District shall not be required to provide a timely warning with respect to crimes reported to a pastoral or professional counselor.

If there is an immediate threat to the health or safety of students or employees occurring on campus, the District shall follow its emergency notification procedures.

The District shall annually collect and distribute statistics concerning crimes on campus. All college staff with significant responsibility for student and campus activities shall report crimes about which they receive information.

The District shall publish an Annual Security Report every year by October 1 that contains statistics regarding crimes committed on campus and affiliated locations for the previous three years. The Annual Security Report shall also include policies pertaining to campus security, alcohol and drug use, crime prevention, the reporting of crimes, sexual assault, victims’ assistance program, student discipline, campus resources and other matters. The District shall make the report available to all current students and employees. The District will also provide prospective students and employees with a copy of the Annual Security Report upon request. A copy of the Annual Security Report can be obtained by contacting Feather River Community College, Attn: Campus Safety Officer, 570 Golden Eagle Avenue, Quincy, California 95971

#### To Report a Crime:

Contact the Safety Officer at 530-283-0202, extension 259 or 307 and dial 911 (emergencies only). Any suspicious activity or person seen in the parking lots or loitering around vehicles or inside buildings should be reported to the Plumas County Sheriff’s Department. In addition you may report a crime to the following areas:

- Vice-President Student Services/CSSO
- Director of Human Resources/EEO

If you are the victim of a crime and do not want to pursue action within the District's System or the criminal justice system, you may still want to consider making a confidential report. With your permission, the Vice-President Student Services/CSSO or the Director of Human Resources can file a report on the details of the incident without revealing your identity. The purpose of a confidential report is to comply with your wish to keep the matter confidential, while taking steps to ensure the future safety of yourself and others. With such information, the District can keep an accurate record of the number of incidents involving students, determine where there is a pattern of crime with regard to a particular location, method, or assailant, and alert the campus community to potential danger. Reports filed in this manner are counted and disclosed in the annual crimes statistics for the institution.

The District may disclose the final results of a student disciplinary proceeding to a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, regardless of the outcome. The District may also disclose to anyone, the final results of a student disciplinary proceeding in which it concludes that a student violated District policy with respect to a crime of violence or non-forcible sex offense. The offenses that apply to this permissible disclosure are:

- Arson;
- Assault offenses:
- Burglary:
- Criminal homicide – manslaughter by negligence;
- Criminal homicide – murder and non-negligent manslaughter
- Destruction, damage, or vandalism of property;
- Kidnapping or abduction;
- Robbery;
- Forcible sex offenses

The Human Resources Office and the Office of Student Services encourages anyone who is the victim or witness to any crime to promptly report the incident to the Plumas County Sheriff's Department. Because police reports are public records under state law, the Plumas County Sheriff's Department cannot hold reports of crime in confidence. Confidential reports for purposes of inclusion in the annual disclosure of crime statistics can generally be made to other campus security authorities as identified below. Confidential reports of crime may also be made to the Director of Human Resources at 530-283-0202 extension 280 or Vice-President Student Services/CSSO at 530-283-0202 extension 273.

### **Required Reports to Local Law Enforcement Agency**

Any report of willful homicide, forcible rape, robbery, aggravated assault, sexual assault, or hate crime, committed on or off campus, that is received by a campus security authority and made by the victim for the purposes of notifying the institution or law enforcement must be immediately, or as soon as practicably possible, disclosed to the local law enforcement agency. The report shall not identify the victim, unless the victim consents to being identified after the victim has been informed of his/her right to have his/her personally identifying information withheld. If the victim does not consent to being



identified, the alleged assailant shall not be identified in the information disclosed to the local law enforcement agency unless the institution determines that both of the following apply, in which case the institution shall disclose the identity of the alleged assailant to the local law enforcement agency and notify the victim of the disclosure:

- the alleged assailant represents a serious or ongoing threat to the safety of students, employees, or the institution; and
- the immediate assistance of the local law enforcement agency is necessary to contact or detain the assailant.

Reference: AP #3500

Approvals:

Academic Senate: March 10, 2021

Classified Senate: November 10, 2020

Cabinet: May 5, 2021

## **AP 3516 Registered Sex Offender Information**

Reference:

**Penal Code 290, 290.01, 290.95; 34 CFR 668; Campus Sex Crimes Prevention Act 42 U.S.C. § 14071j; 20 U.S.C. § 1092(f)(1)(I); 20 U.S.C. § 1232g(b)(7)(A)**

The District shall include in its Annual Security Report a statement advising the campus community where information pertaining to registered sex offenders may be obtained:

Sex offenders are required to register with the police in the jurisdiction in which they reside and at institutions of higher learning if they are students there or if they work there as employees, contractors, or volunteers. A sex offender who is an employee or volunteer in the District must disclose their status as a registrant upon their application or acceptance of the position if he or she 1), would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children, or 2) would be working directly and in an accompanied setting with minor children and their work would require touching minor children on more than an incidental basis.

A sex offender who must register for committing a crime against a minor victim under the age of 16 is prohibited from serving as an employer, employee, contractor, or volunteer in any capacity in which the sex offender would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or involving having supervision or disciplinary power over minor children.

Sex offenders who may be required to register should do so at the Chief Student Services Officer's office.

Information concerning registered sex offenders can be obtained from campus security or the Chief Student Services Officer's office.

Approvals

Cabinet: September 11, 2007

## AP 3518 Child Abuse Reporting

Reference:

**Education Code Sections 76200 et seq. and 87044; Penal Code Sections and 11164 et seq.**

The District recognizes the responsibility of its staff to report to the appropriate agency when there is a reasonable suspicion that an abuse or neglect of a child may have occurred. Mandated reporters include faculty, educational administrators and classified staff. Volunteers are not mandated reporters, but are encouraged to report suspected abuse or neglect of a child.

Child abuse is defined as physical abuse, neglect, sexual abuse or emotional maltreatment. This procedure addresses the sexual assault, sexual exploitation, and/or sexual abuse of a child; the willful cruelty or unjustifiable punishment of a child; incidents of corporal punishment or injury against a child; abuse in out-of-home care; and the severe or general neglect of a child (definitions contained in Penal Code Section 11165).

“Reasonable suspicion” occurs when “it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position drawing when appropriate on his/her/their training and experience, to suspect child abuse”. (Penal Code Section 11166 subdivision (a)).

A child protective agency is a police or sheriff’s department, a county probation department, or a county welfare department. School district police or security departments are not child protective agencies (Penal Code Section 11165.9).

Any person not mandated by law to report suspected child abuse has immunity unless the report is proven to be false and the person reporting knows it is false, or the report is made with reckless disregard of the truth or falsity of the incident (Penal Code Section 11172 subdivision (a)). Reporting is an individual responsibility. An employee making a report cannot be required to disclose his/her/their identity to the employer (Penal Code Section 11166 subdivision (h)). However, a person who fails to make a required report is guilty of a misdemeanor punishable by up to six months in jail or up to a \$1,000 fine (Penal Code Section 11172 subdivision (e)).

Mandated reporters must report immediately any reasonable suspicion of child abuse to a local child protective agency and follow up with a written report within 36 hours.

- Plumas County Department of Social Services (ask for the duty worker of the day)
- Human Resources Department, extension 257 or 280
- Vice-President Student Services/CSSO, extension 273
- Superintendent/President, extension 233 or 232

The written report may be mailed or submitted by facsimile or electronic transmission.

Child abuse reporting forms are available in the Human Resources Office.

No mandated reporter who reports a known or suspected instance of child abuse shall be civilly or criminally liable for any report required or authorized by the Penal Code. Any person other than a child care custodian reporting a known or suspected instance of child abuse shall not incur any liability as a result of making any report of child abuse, unless it can be proven that a false report was made and the person knew that the report was false. (Penal Code Section 11172 subdivision (a).)

When the Director of the Child Development Center, Chief Student Services Officer or Superintendent/President, or designee releases a minor pupil to a peace officer for the purpose of removing the minor from the campus, the District official shall take immediate steps to notify the parent or guardian regarding the release of the minor to the officer, and regarding the place to which the minor is reportedly being taken (Education Code Section 87044), except when a minor has been taken into custody as a victim of suspected child abuse, as defined in Penal Code Section 11165 or pursuant to Welfare and Institutions Code Section 305. In those cases, the official shall provide the peace officer with the address and telephone number of the minor's parent or guardian.

Non-accidental physical injury is considered to be a health and safety emergency; and parental consent is not required for release of student information under the Family Education Rights and Privacy Act, or the California Student Records Act (Education Code Sections 76200 et seq.).

Information relevant to the incident of child abuse may be given to an investigator from a child protective agency who is investigating the known or suspected cause of child abuse (Penal Code Section 11167 subdivision (b)).

The District shall provide a mandated reporter with a statement informing the employee that he/she/they are a mandated reporter and inform the employee of his/her/their reporting obligations under Penal Code Section 11166 and of their confidentiality rights under subdivision (d) of Penal Code Section 11167. The District shall provide a copy of Penal Code Sections 11165.7, 11166, and 11167 to the employee. Prior to commencing their employment and as a prerequisite to that employment, employees shall sign and return the statement to the District. The signed statements shall be retained by the District (Penal Code Section 11166.5).

The District will distribute this procedure to all employees.

Reference Updated: November 18, 2020

Reference: BP #3518

Approvals:

Academic Senate: December 12, 2018

Classified Senate: December 20, 2018

Cabinet: February 7, 2019

# **AP 3519 Children on Campus**

Reference: **No league language**

## **Introduction**

Children are welcome on Feather River College (FRC) campuses and properties in appropriate situations and while actively supervised by a parent, guardian, or responsible adult. This policy outlines the College's approach to ensuring that reasonable steps are taken to protect the study and work environment of the College, and the health, safety, and liability issues associated with children on FRC properties.

## **Scope**

This procedure applies to children under the age of 16 who are not officially enrolled in classes or employed by the College. This procedure does not apply to organized activities such as attending a registered child care facility, after-school care activities, school field trips, and approved programs including, but not limited to, athletic events, theater productions, art programs, and other events targeted to children.

Students under the age of 16 who are officially enrolled have the same rights, responsibilities and privileges of any other student in the classroom and on college properties.

## **Application**

The College seeks to provide an environment which is conducive to study and work. Children must be actively supervised by their parent, guardian, or responsible adult at all times when they are on college properties. (*See "Responsibilities of FRC Staff and Instructors," in this administrative procedure.*)

## **Unaccompanied Children**

Due to safety and liability issues, except as otherwise defined in this procedure, under no circumstances may unsupervised children be on college properties, including playing, roaming, and occupying campus grounds or buildings. Any College employee who finds an unaccompanied child on college properties should inform Campus Safety of the location of the child.

## **Restricted Areas**

Children (as defined under “Scope” in this procedure) are not allowed in areas where their presence is disruptive or where health, safety, and liability risks are identified:

- Testing centers
- Classrooms (Allowed only with instructor permission when the instructor determines that the presence of the child is suitable and acceptable to all students in the classroom)
- Laboratories and laboratory preparation areas
- Scientific, technical and maintenance work spaces
- Fine or performing arts work spaces or studios
- Areas that contain hazardous chemicals, machinery or equipment
- Commercial kitchens and other food preparation areas
- Gymnasiums and exercise areas
- Library

Other areas may be identified as unsuitable for children as a result of a risk assessment and supervisors of the respective areas are required to inform staff and students of requirements or restrictions.

## **FRC Transportation Services**

Children are not permitted as passengers in any form of District transportation unless they are registered in the class or program (i.e. Upward Bound or Educational Talent Search) for which the transportation is being used, including but not limited to golf carts, college vans, maintenance trucks, and buses. Children involved in field trips through Child Development Center enrollment are required to meet all federal and state child restraint regulations when riding in college vans.

All persons participating in a District-sponsored field trip or excursion must be one of the following: currently enrolled student, an authorized District employee, District contractor, or a volunteer (who has an approved volunteer form on file with the Human Resources Office). Staff may be authorized to travel for the following purposes: field trips and athletic events involving students, District business trips, conferences and professional meetings, and trips authorized by the administration. *(See AP 4300 Field Trips and Excursions)*

## **Responsibility of the College**

- To provide an environment conducive to study and work for all students, staff and visitors.
- To provide a healthy and safe study and work environment for all students, staff and visitors and to comply with legislative requirements.
  - To take reasonable steps to assist students, staff and visitors who may have special needs to enable access to facilities and services.

## **Responsibilities of People Bringing Children into the College**

- To take reasonable steps to safeguard the health and safety of the children in their care while on college properties.
- To consider the potential risk to the health and safety of others that may come with bringing children into the College environment and to take reasonable steps to safeguard against those risks.
- To be responsible for the behavior of the children in their care, so as not to disrupt, inconvenience or endanger staff, students or other visitors.

### **Responsibilities of FRC Staff and Instructors:**

To direct removal of a child in accordance with this policy if:

- The child's health or safety is at risk;
- The child is presenting a health, safety or liability risk to property or others;
- The child's behavior is causing undue disruption to the work of students or staff; or
- The presence of a child is unsuitable.

Instructors are responsible to direct the removal of children from their classroom. In the case of public areas, any member of staff on duty has the authority to direct that children be removed from the area.

Students who wish to appeal a specific situation, or who fail to comply, may follow the Code of Student Conduct hearing process as outlined in the FRC Student Rights and Responsibilities Handbook.

Staff and Instructors are not permitted to have their children at work with them while the employee is on work-time. Exceptions may be granted by the employee's supervisor, but an exception shall not result in regular practice.

Approvals:

Standards & Practices Committee: November 3, 2008

Academic Senate: December 10, 2008

Cabinet: March 5, 2009

## **AP 3520 Local Law Enforcement**

Reference:

**Education Code Section 67381 and 67381.1; 34 Code of Federal Regulations Part 668.46**

The District has a written agreement with local law enforcement agencies. The agreement clarifies operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault; sexual assaults, including, but not limited to rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or threat of any of these; and hate crimes as defined by law.

The written agreement designates which law enforcement agency has operational responsibility for violent crimes and delineates the specific geographical boundaries of each agency's operational responsibility, including maps if necessary.

The written agreements required by the Board policy are public records and are made available for inspection by members of the public upon request to the Superintendent /President.

The Plumas County Sheriff's Department is the local law enforcement agency responsible for responding to reports of campus crime. Criminal actions occurring on campus are to be reported immediately and directly to the Plumas County Sheriff's Office (PCSO) by dialing 9-911. Recording, investigation and any subsequent action on reports of campus crime are handled as required by law by the local law enforcement agency.

The college may elect to pursue administrative and/or disciplinary action consistent with existing board policies against college personnel or students who have been convicted of crimes on campus. The Chief Student Services Officer (CSSO) facilitates all situations that involve students. The Director of Human Resources/EEO or other administrator designated by the Superintendent/President fulfills that responsibility when college personnel are involved.

Follow up reports of any criminal activities observed and/or reported to the PCSO should be made immediately to the Director of Facilities/CTO, CSSO, Director of Human Resources/EEO, or Administrator in Charge (AIC).

The Director of Facilities/CTO, Director of Human Resources/EEO, and the CSSO maintain a close working relationship with the PCSO. The Director of Facilities/CTO, CSSO, and the Director of Human Resources/EEO occasionally work with other law enforcement agencies, including California Highway Patrol (CHP). Meetings may be held between the leaders of these agencies on both a formal and informal basis. The Director of Facilities/CTO, CSSO, and the Director of Human Resources/EEO, PCSO and CHP communicate regularly on the scene of incidents that occur in and around the campus area. When incidents arise that require joint investigative efforts, resources, crime related



reports and exchanges of information, the Director of Facilities/CTO, Director of Human Resources/EEO, and the CSSO will work closely with the PCSO and CHP. There is a written memorandum of understanding between the Feather River Community College District the PCSO and the CHP.

In response to a call, the Director of Facilities/CTO, Director of Human Resources/EEO, or the CSSO will take the required action, dispatching an officer or asking the victim to file an incident report. All incident reports received by the Director of Facilities/CTO or Director of Human Resources/EEO are forwarded to the CSSO for review and potential action. The Director of Facilities/CTO may support an investigation when it is deemed appropriate.

Crimes should be reported to the Director of Facilities/CTO to ensure inclusion in the annual crime statistics and to aid in providing timely warning notices to the community, when appropriate.

Community members, students, faculty, staff, and guests are encouraged to report all crimes and public safety related incidents to the PCSO in a timely manner. To report a crime or an emergency on the Feather River College campus, call 911 and the Director of Facilities/CTO at 530 283-0202, extension 307, or extension 210. To report a non-emergency security or public safety related matter, call the Director of Facilities/CTO at 530-283-0202 x 307, or extension 210.

As the designated Safety Officer for Feather River College, the Director of Facilities/CTO has the authority to ask persons for identification and to determine whether individuals have lawful business at the District. Safety officers do not possess arrest power. Criminal incidents are referred to the local law enforcement officers who have jurisdiction on the campus. The District maintains a highly professional working relationship with the PCSO and CHP. All crime victims and witnesses are strongly encouraged to immediately report the crime to campus to the Director of Facilities/CTO and the appropriate police agency. Prompt reporting will assure timely warning notices on-campus and timely disclosure of crime statistics.

The campus professional counselor when acting as such, is not considered to be a campus security officer and is not required to report crimes for inclusion into the annual disclosure of crime statistics. As a matter of policy, they are encouraged, if and when they deem it appropriate, to inform persons being counseled of the procedures to report crimes on a voluntary basis for inclusion into the annual crime statistics.

A professional counselor is an employee of a District whose official responsibilities include providing psychological counseling to members of the District's community and who is functioning within the scope of their license or certification.

Reference: BP #3520

Approvals:

Academic Senate: April 12, 2017

Classified Senate: March 20, 2017  
Cabinet: September 7, 2017

## **AP 3530 Weapons on Campus**

Reference:

**Penal Code Section 626.9 and 616.10**

Firearms, knives, explosives or other dangerous objects, including but not limited to any facsimile firearm, knife or explosive, are prohibited on any District campus or at any District center, or in any facility of the District. The prohibition of firearms on any District campus, District center, or in any District facility includes both loaded and unloaded firearms, and applies to persons holding a valid license to carry a concealed firearm. Only the Superintendent/President or their designee is authorized to allow District employees to possess weapons on campus subject to the provisions below.

Activities involving firearms or other weapons conducted under the direction of District officials or as authorized by an official law enforcement agency shall be reported to the Superintendent/President and the Director of Facilities before taking place.

Any person who believes that he or she may properly possess a firearm or other weapon on campus or in a District center or other facility of the District must have written permission from the Superintendent /President or their designee to possess a firearm or other weapon on campus.

Bringing or possessing any dirk, dagger, ice pick, or knife having a fixed blade longer than 2 ½ inches unless the person is authorized to possess such a weapon in the course of their employment by the Superintendent/President, or unless the person is a duly appointed peace officer, who is engaged in the performance of their duties, is prohibited on any District campus or at any District Center, or in any facility of the District. Any student or employee who the Superintendent/President has authorized to have a knife, including kitchen knives, must exercise caution in using and storing the knife.

Reference: BP #3530

Approvals:

Academic Senate: August 14, 2018

Classified Senate: April 16, 2018

Cabinet: October 4, 2018

## **AP 3540 Sexual and Other Assaults on Campus and in Campus Programs**

Reference:

**Education Code Section 67385, 67385.7 and 67386; U.S.C. § 1092 (f); 34 Code of Federal Regulations Section 668.46(b)(11)**

Any sexual assault or physical abuse, including, but not limited to, rape, domestic violence, dating violence, sexual assault, or stalking as defined by California law, whether committed by an employee, student, or member of the public, occurring on District property, in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities or at another location, or on an off-campus site or facility maintained by the District, or on grounds or facilities maintained by a student organization, is a violation of District policies and regulations, and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. (See also, AP 3433 Prohibition of Sexual Harassment under Title IX, AP 3434 Responding to Harassment Based on Sex under Title IX, and AP 5500, Standards of Student Conduct.)

"Sexual assault," "dating violence," "domestic violence" and "stalking" are defined in AP 3434, Responding to Harassment Based on Sex under Title IX and AP 5500, Standards of Student Conduct.

The Chief Human Resources Officer should be available to provide assistance to District law enforcement unit employees regarding how to respond appropriately to reports of sexual violence.

It is the responsibility of each person involved in sexual activity to ensure that he/she/they has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent.

"Affirmative consent" means affirmative, conscious, and voluntary agreement to engage in sexual activity.

These written procedures and protocols are designed to ensure victims of domestic violence, dating violence, sexual assault, or stalking receive treatment and information. (For physical assaults/violence, see also AP 3500, Campus Safety, AP 3510, Workplace Violence Prevention and Response Plan, and AP 3515, Reporting of Crimes.)

All students, faculty members or staff members who allege they are the victims of domestic violence, dating violence, sexual assault or stalking on District property or while

participating in college sponsored activities shall be provided with information regarding options and assistance available to them. Information shall be available from either the Student Services Office or the Human Resources Office, which shall maintain the identity and other information about alleged sexual assault victims as confidential unless and until the Student Services Office or the Human Resources Office is authorized to release such information.

The Student Services Office or Human Resources Office shall provide all alleged victims of domestic violence, dating violence, sexual assault, or stalking with the following:

- A copy of the District's policy and procedure regarding sexual assault;
- A list of personnel on campus who should be notified and procedures for such notification if the alleged victim consents;
  - Vice-President of Student Services/CSSO, (530) 283-0202 Ext. 273
  - Chief Human Resources Officer (530) 283-0202 Ext. 280
  - Director of Facilities (530) 283-0202 Ext.259
  - State designated rape crisis center (530) 283-5515.
- Information about the importance of preserving evidence and the identification and location of witnesses.
- A description of available services, and the persons on campus available to provide those services if requested. Services and those responsible for providing or arranging them include:
  - transportation to a hospital if necessary;
  - counseling by Mental Health and Wellness Counselor, or referral to a counseling center;
  - 
  - a list of other available campus resources or appropriate off-campus resources
- The victim's option to:
  - notify proper law enforcement authorities including on-campus and local police;
  - be assisted by campus authorities in notifying law enforcement authorities if the victim so chooses; and
  - decline to notify such authorities;
- Information about the participation of victim advocates and other supporting people;
- The rights of victims and the institution's responsibilities regarding orders of protection, no contact orders, or similar lawful orders issued by a court;
- Information about how the district will protect the confidentiality of victims; and
- Written notification to victims about options for, and available assistance in, changing academic, living, transportation, and working situations, if requested and if such accommodations are reasonably available, regardless of whether the victim chooses to report the crime to local law enforcement.
- A description of each of the following options:
  - counselors and support services for victims;
  - criminal prosecution;

- civil prosecution (i.e. lawsuit)
- District disciplinary procedures for both student and employee:
- modification of class schedules:
- tutoring, if necessary
- alternative dispute resolution or other accountability processes;
- alternative housing assignment; and
- academic assistance alternatives

The District will investigate all complaints as required by law alleging sexual assault under the procedures for sexual harassment investigations described in AP 3435 Responding to Harassment Based on Sex under Title IX, regardless of whether a complaint is filed with local law enforcement.

All alleged victims of domestic violence, dating violence, sexual assault, or stalking on District property shall be kept informed, through the Student Services Office or the Human Resources Office of any ongoing investigation. Information shall include the status of any student or employee disciplinary proceedings or appeal. Alleged victims of domestic violence, dating violence, sexual assault, or stalking are required to maintain any such information in confidence, unless the alleged assailant has waived rights to confidentiality consistent with state and federal law.

A Complainant or witness who participates in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of the District's student conduct policy at or near the time of the incident, unless the District determines that the violation was egregious, including but not limited to, an action that places the health or safety of any such person at risk or involved plagiarism, cheating, or academic dishonesty.

In the evaluation of complaints in any disciplinary process, it shall not be a valid excuse to alleged lack of affirmative consent that the accused believed that the Complainant consented to the sexual activity under the following circumstances:

- The accused's belief in affirmative consent arose from the intoxication or recklessness of the accused.
- The accused did not take reasonable steps, in the circumstances known to the accused at the time, to ascertain whether the Complainant affirmatively consented.

In the evaluation of complaints in the disciplinary process, it shall not be a valid excuse that the accused believed that the Complainant affirmatively consented to the sexual activity if the accused knew or reasonably should have known that the Complainant was unable to consent to the sexual activity under any of the following circumstances:

- The Complainant was asleep or unconscious.

- The Complainant was incapacitated due to the influence of drugs, alcohol, or medication so that the complainant could not understand the fact, nature, or extent of the sexual activity.
- The Complainant was unable to communicate due to a mental or physical condition.

The District shall maintain the identity of any alleged victim, witness, or third party reported of domestic violence, dating violence, sexual assault, or stalking on District property, as defined above, in confidence consistent with state and federal law unless the alleged victim, witness, or third party reporter specifically waives that right to confidentiality. All inquiries from reporters or other media representatives about alleged domestic violence, dating violence, sexual assaults, or stalking on District property shall be referred to the District's Student Services Office, which shall work with the Human Resources Office to assure that all confidentiality rights are maintained consistent with state and federal law.

Additionally, the Annual Security Report will include a statement regarding the District's programs to prevent sex offenses and procedures that should be followed after an incident of domestic violence, dating violence, sexual assault, or stalking has been reported, including a statement of the standard of evidence that will be used during any District proceeding arising from such a report. The statement must include the following:

- A description of educational programs to promote the awareness of rape, acquaintance rape, other forcible and non-forcible sex offenses, domestic violence, dating violence, or stalking
- Procedures to follow if a domestic violence, dating violence, sex offense, or stalking occurs, including who should be contacted, the importance of preserving evidence to prove a criminal offense, and to whom the alleged offense should be reported;
- Information on a student's right to notify appropriate law enforcement authorities, including on-campus and local police, and a statement that campus personnel will assist the student in notifying these authorities, if the student so requests;
- Information for students about existing on- and off-campus counseling, mental health, or other student services for victims of sex offenses;
- Notice to students that the campus will change a victim's academic situation after an alleged domestic violence, dating violence, sex offense, or stalking and of the options for those changes, if those changes are requested by the victim and are reasonably available;
- Procedures for campus disciplinary action in cases of an alleged domestic violence, dating violence, sex offense, or stalking including a clear statement that:
  - Such proceedings shall provide a prompt, fair, and impartial resolution
  - Such proceedings shall be conducted by officials who receive annual training on the issues related to domestic violence, dating violence, sexual assault, and stalking and how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability.

- The accuser and the accused are entitled to the same opportunities to have others present during a disciplinary proceeding; and
- Both the accuser and the accused must be informed of the outcome of any institutional disciplinary proceeding resulting from an alleged sex offense. Compliance with this paragraph does not violate the Family Educational Rights and Privacy Act. For the purposes of this paragraph, the outcome of a disciplinary proceeding means the final determination with respect to the alleged sex offense and any sanction that is imposed against the accused.

A description of the sanctions the campus may impose following a final determination by a campus disciplinary proceeding regarding rape, acquaintance rape, or other forcible or non-forcible sex offenses, domestic violence, dating violence, or stalking.

### **Sexual Assault and Domestic Violence Counselors**

Sexual assault and domestic violence counselors shall be independent from the Title IX office, and shall, at a minimum, meet the qualifications defined in Sections 1035.2 and 1037.1 of the Evidence Code, respectively.

Services provided by sexual assault and domestic violence counselors, including, but not limited to, securing alternative housing assignments and academic assistance alternatives, shall not be contingent on a victim's decision to report to the Title IX office or law enforcement.

A sexual assault or domestic violence counselor shall obtain specific permission from the victim before disclosing the identity of the victim, or any information that could reasonably be expected to reveal the identity of the victim, to the university or any other authority, including law enforcement, unless otherwise required to do so by applicable state or federal law.

### **Education and Prevention Information**

The Student Services Office shall:

Provide, as part of each campus' established on-campus orientation program, education and prevention information about domestic violence, dating violence, sexual assault, and stalking. The information shall be developed in collaboration with campus-based and community-based victim advocacy organizations and shall include the District's sexual assault policy and prevention strategies including empowerment programming for victim prevention, awareness raising campaigns, primary prevention, bystander intervention, and risk reduction.

- Off-campus resources and centers relating to intimate partner and dating violence.
- A focus on prevention and bystander intervention training as it relates to intimate partner and dating violence.

Post sexual violence prevention and education information on the campus internet website regarding domestic violence, dating violence, sexual assault and stalking.



Reference: BP #3540, AP #3435, #3500, #3510, #3515, #5500

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# **AP 3550 Drug Free Environment and Drug Prevention**

Reference:

**Drug Free Schools and Communities Act Amendment, 1989; 20 U.S. Code Section 1011i; 34 Code of Federal Regulations 86.1 et seq.; Federal Drug-Free Workplace Act of 1988; 41 U.S. Code Section 8103**

Feather River Community College District, by virtue of this policy, commits to the adoption, implementation, and enforcement of Drug Free Schools and Communities Act, 20 U.S.C. Section 114g and 34 C.F.R. Section 86.1 et seq. and Drug Free Workplace Act of 1988, 41 U.S.C. Section 702.

Feather River College is committed to the intellectual growth, personal development, and healthy mind and body of every member of the College community. To this end, this policy applies to every aspect of District-wide employment and its' educational programs in an effort to provide a drug-free learning environment. It shall be the responsibility of the governing Board and the Superintendent/President/Designee to ensure effective implementation and support of the policy.

Feather River College also offers referral services through our Counseling and Health Services departments as well as chemical dependency treatments and support through Human Behavior Associates (800) 937-7770. Local drug and alcohol dependency treatment is available through Plumas County Drug and Alcohol department and the Plumas County Health Department.

## **Prohibition of Drugs**

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or any controlled substance is prohibited on District property, during District-sponsored field trips, activities or workshops, and in any facility or vehicle operated by the district.

Violation of this prohibition will result in appropriate action up to and including termination of employment, expulsion, and referral for prosecution, or, as permitted by law, may require satisfactory participation in an alcohol or drug abuse assistance or rehabilitation program.

As a condition of employment, employees must notify the District within days of any conviction for violating a criminal drug statute while in the workplace. The District is required to inform any agencies that require this drug-free policy within ten days after receiving notice of a workplace drug conviction.

## **Policy Statement**

It is the purpose of the Governing Board by this policy and policy statement to implement the provisions of the Drug-Free Schools and Communities Act of 1989

(Public Law 101-226), which requires federal contract/grant recipients to provide a drug-free campus.

The Superintendent/President/Designee shall:

1. Distribute the following policy statement annually to all employees and students:

The Feather River community College District recognizes the potential dangers of drug and alcohol abuse in an educational environment. Such abuse increases safety risks to employees and students or other responsibilities involving the health and welfare of District students and personnel. Additional dangers of drug and alcohol abuse may include a loss of efficiency to the District and an additional burden on co-workers and co-students who must accommodate the absences or inefficiency of an impaired employee or peer.

You are hereby notified that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, as defined in Schedules I-V of section 202 of the Controlled Substances Act (21 U.S.C.812) , or unlawful use of alcohol, is prohibited on Campus and at College-sponsored activities.

You are further notified that, as a condition of your continued employment and/or enrollment, you are expected to abide by the terms of this policy statement, and must notify the District of any criminal drug or alcohol conviction (including a plea of nolo contendere), occurring on the Campus or at a College sponsored activity. Said notice shall be delivered to the Superintendent/President /Designee no later than five (5) days after such conviction. Once said notice is delivered, the District will then have the responsibility to notify the federal contractor or agencies within 10 days of receiving notice of such conviction.

The District will then take appropriate action to provide support or additional corrective actions, from counseling or referral and treatment up to dismissal/expulsion for any employee/student found to have violated the provisions of this statement.

2. Establish the Following:
  - a. A drug awareness program to inform employees and students about the requirement of the Drug-Free Schools and Communities Act and inform the employees and students about the dangers of drug and alcohol abuse in the College community and the assistance which is available to them for rehabilitation purposes

The District may impose on its' employees and students who violate this policy penalties which will vary from corrective action up to and including dismissal and/or expulsion. At the discretion of the District, an

employee/student may be required to satisfactorily participate in an established assistance program.

- b. Conduct a biennial review of the Policy and Programs to determine their effectiveness and implement changes if needed; and ensure that sanctions are consistently enforced.

Reference Updated: November 16, 2018

Approvals:

Cabinet: March 16, 2005

# AP 3560 Alcoholic Beverages

Reference:

**Business and Professions Code Section 24045, 25608, 25658, and 25668; 34 CFR Part 668.46 subdivision (b)**

- Requests for alcohol to be used or possessed, consumed, sold, or otherwise provided on the campus, or at campus sponsored events must be approved by the Superintendent/President and be in accordance with the specific circumstances referenced in the alcoholic beverages policy.
- Alcohol may not be served to or by any individuals who are less than 21 years of age, including students, employees, or contractors of Feather River College or the Feather River College Foundation.
- The consumption of any alcoholic beverages by a minor at a District/Foundation event is prohibited and will result in appropriate disciplinary action up to and including arrest of all persons involved.
- At events where alcohol is served:
  - Individuals under the age of 21 will not be served alcohol (identification verifying age will be required upon request).
  - The College reserves the right to refuse service.

## **District Events – Culinary Arts**

- Approval will be granted on a case-by-case basis by the Superintendent/President or designee in the case where alcohol is acquired, possessed or served “in connection with a course of instruction at the college” or given as part of a culinary arts program at the college that involves instruction, a meal, demonstration or sponsored dinner.
- Requests must be submitted, in writing no less than 30 days prior to the event and shall include:
  - Name of District staff coordinator:
  - Name/date of course of instruction/event:
- Alcohol may not be purchased with District funds. Non-District funds held in Foundation accounts may, at the discretion of the Foundation, be used. All alcohol purchases, whether for on-campus or off-campus events, must be made through Foundation check-request forms and approved by the appropriate District administrator and Foundation representative.

- A District staff member must be designated as a coordinator of the event who shall have responsibility for the following:
  - To obtain a written authorization form from the Superintendent/President to acquire, possess, or use alcoholic beverages in connection with a course of instruction at a college-owned or operated facility;
  - To store wine/beer on campus in a locked area only 48 hours prior to the event;
  - To ensure that individuals acquiring, possessing or using alcohol at the event are 21 years or older,
  - To assign an individual over the age of 21 and separate from those individuals serving alcoholic beverages to check identification during the event, and;
  - To remove any surplus alcohol wine/alcohol immediately following the events.

### **Foundation Events**

- Alcohol may be served by the Foundation in accordance with Business and Professions code 25608(a) (10): The alcoholic beverages are for use during a fundraiser held to benefit the Feather River College Foundation and the Feather River College Foundation has obtained a liquor license pursuant to the Business and Professions Code for the event. No alcoholic beverages can be acquired, possessed or used at any athletic contest sponsored by the Feather River Community College District.
- Initial approval for all alcohol events must be made by the Superintendent/President
- Approval will be granted on a case-by-case basis by the Superintendent /President and by the Feather River College Foundation when the purpose of the event is fundraising held to benefit the Foundation.
- A request to serve alcohol at fundraising events must be submitted in writing to the Superintendent/President and no less than 5 weeks prior to the event. This will include event details, procedures for serving alcohol, clean-up and recycling process, and other information detailing the proposed event.
- A “one-day license” for sales/auction will be required and must be obtained from the Alcoholic Beverage Control Board.
- The sponsoring department is responsible for any and all costs for:
  - All alcohol and related services, including, but not limited to, securing appropriate servers;
  - Bar set-up, alcohol and supplies, cleanup and recycling of used containers

- Appropriate security or sponsor oversight of security
- Invitations, notices, programs, flyers, brochures, table tents, posters, letters, advertisement, public service announcements or communications about the event of any kind must include the phrase, “Sponsored by the Feather River College Foundation.” These may not be printed or distributed prior to written approval from the authorized representative of the Foundation.

### **External Non-Profit Organization –Events**

The District may allow the possession, sale or consumption of alcoholic beverages in connection with a special event not related to college programs or Foundation activities on District property if the event organizer complies with the following conditions:

For each such event, the District shall designate a single individual who shall be responsible for compliance with this policy (“Designee”)

#### **A) Governing Board Approval**

- The “special event” must be approved by the governing board or Superintendent /President of the District.
- The request must be submitted to the Superintendent/President at least 5 weeks prior to the event and include a Facilities Use Agreement and proper insurance.

“Special event” is defined as follows: a festival, show, private party, concert, theatrical production or other event held on the premises of the District and for which the principal attendees are members of the general public or invited guests and not a student production of Feather River College.

#### **B) Required Permits Shall Be Obtained**

- A temporary ABC license shall be obtained for the event as required by law.
- Some counties or cities require a separate permit or approval for special events when alcohol will be served. The Designee shall contact the local agency where the event is to be held to determine if such a permit is required for the event and, if so, such a permit shall be obtained.

#### **C) District Rules for Special Events When Alcohol is Served**

- The Designee shall provide for the proper supervision of the event and shall ensure that the terms of this policy and any issued permit are followed.
- No one under the age of 21 shall be present at the event.

- All servers of alcohol at the event shall be informed of the terms of any permit and this policy. All such servers shall be at least 21 years of age.
- No alcohol shall be furnished to any individual under the age of 21. The server shall request bona fide photo identification from a guest seeking alcohol whenever there is any question as to whether the individual seeking alcohol is not age 21 or older.
- No alcohol shall be furnished to an obviously intoxicated person or to a habitual or common drunkard.
- The service of alcohol shall be limited to one drink per person at any one time.
- Drinks shall be served in containers no larger than 12 ounces.
- No alcohol shall be consumed in a parking lot, sidewalk or street.
- Non-alcoholic beverages shall be available for consumption at the event. Where practicable, free water shall be provided for consumption.
- Where practicable, food shall be available for consumption at the event.
- No attendee shall be allowed to bring their own alcoholic beverages to the event.
- Servers of alcohol shall not also consume alcohol at the event.
- The service of alcohol shall cease at least one hour prior to the end of the event.

Reference: AP #3560

Approvals:

Academic Senate: May 12, 2021

Classified Senate: November 10, 2020

Cabinet: September 3, 2021



## **AP 3570 Smoke and Tobacco Free Environment**

Reference:

**Government Code Sections 7596, 7597, 7597.1 and 7598; Labor Code Section 6404.5; Health and Safety Code Section 104495; Title 8 Section 5148**

Feather River Community College District is a smoke and tobacco free environment as of January 1, 2021.

The use of any tobacco products, including electronic smoke or smoke-free devices, are prohibited on all campus grounds including in all buildings, at all college facilities, and in all college owned vehicles.

Additionally, tobacco products, including cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, and an electronic device that delivers nicotine or other vaporized liquids to a person inhaling from the device (e.g. e-cigarettes and vaporizers) may not be used within 250 feet of a youth sports event. A youth sports event is any practice, game, or related activity organized by any entity at which athletes up to 18 years of age are present.

Feather River College will continue to promote a safe and healthy environment and encourage healthy lifestyle choices by providing ongoing education and resources as well as appropriate signage.

Reference: BP #3570

Approvals:

Academic Senate: Opposed

Classified Senate: December 8, 2020

Cabinet: May 5, 2021

# AP 3600 Auxiliary Organizations

References:

**Education Code Sections 72670 et seq.; Government Code Sections 12580 et seq.; Title 5 Sections 59250 et seq.**

## DEFINITIONS

**Board of Directors:** The term board of directors as used herein means the governing board of an auxiliary organization.

**Board of Trustees:** The term Board of Trustees as used herein means the Board of Trustees of the District.

**Board of Governors:** The term Board of Governors as used herein means the Board of Governors of the California Community Colleges.

**CEO:** The term CEO (chief executive officer) as used herein means the Chancellor or Superintendent/President of the District or designee.

**District:** The term District as used herein means the Feather River Community College District.

**Associated Student Body:** The terms Associated Student Body, Associated Student Organization, Student Association, Student Organization, or ASB as used herein means an organization formed by any group of students from a College of the District in accordance with the provisions of Education Code Section 76060. All clubs and organizations recognized by an Associated Student Body or Organization shall be included in any auxiliary organization established by the Student Body or Organization.

## Recognition and Establishment of Auxiliary Organizations

The Superintendent/President shall submit a recommendation to the Board of Trustees to establish an auxiliary organization when the organization will serve the District. The recommendation includes, but is not limited to, the following:

- The purpose(s) for which the auxiliary organization is to be established;
- Whether the proposed auxiliary organization will primarily serve the District or a particular college;
- The functions which the auxiliary organization is intended to perform;
- The proposed bylaws and articles of incorporation for the auxiliary organization, including the size and composition of the board of directors; and
- The proposed written agreement between the auxiliary organization and the District addressing, among other things, all of the requirements of Title 5 Section 59257 subdivision (j).

The process of recognition shall be as follows:

- When the Superintendent/President receives a request to establish an auxiliary organization, the Superintendent/President shall submit a recommendation concerning the establishment of the organization to the Board of Trustees within three months.
- The Board of Trustees shall hold a public hearing on each recommendation concerning the establishment of an auxiliary organization.  
At a subsequent scheduled meeting after the public hearing, the board shall announce its decision concerning the establishment of the organization, and, if approved, authorize the functions it may perform, identify the number and category or categories of the board of directors, and approve contractual arrangements.

When the District recognizes an auxiliary organization, it shall submit to the California Community Colleges Chancellor's Office any written agreements with the auxiliary organization, as well as the articles of incorporation, bylaws, or other governing instruments.

### **Recognized Services, Programs, and Functions**

Auxiliary organizations may be recognized and established by the Board of Trustees to perform services, programs, and functions that are an integral part of the community college educational programs. The following supportive services and specified programs have been determined to be appropriate:

- Student association or organization activities;
- Bookstores;
- Food and campus services;
- Student union programs;
- Facilities and equipment, including parking;
- Loans, scholarships, grants-in-aid;
- Workshops, conferences, institutes and federal and specially funded projects;
- Alumni activities;
- Supplementary health services;
- Gifts, bequests, devises, endowments and trusts; and
- Public relations programs.

This section shall not be construed to prohibit an auxiliary organization from taking actions essential to satisfy the non-profit corporation or tax laws of the State of California or the Federal tax laws.

Operations of commercial services on a campus shall be self-supporting when operated by an auxiliary organization.

### **Authority and Responsibility of Auxiliary Organizations**

All services, programs, and activities that may be undertaken by an auxiliary organization must be for the purposes of providing activities that are an integral part of the community college educational programs. For example, upon Board of Trustees approval, an

auxiliary organization may assume any of the services, programs, and activities listed in these procedures in order:

- To provide the fiscal means and the management procedures that allow the District to carry on educationally related activities not normally funded by State apportionment;
- To eliminate the undue difficulty that would otherwise arise under the usual governmental budgetary, purchasing and other fiscal controls except as expressly prohibited by the Education Code or Title 5, or the District's procedures; or
- To provide fiscal procedures and management systems that allow effective coordination of the auxiliary activities with the District in accordance with sound business practices.

### **Composition of Boards of Directors**

The board of directors of each auxiliary organization shall have the following composition:

**Student Associations or Organizations:** The board of directors shall consist primarily of students. The Chief Student Services Officer (CSSO) may attend and participate in meetings of the board of directors in order to advise on policy and to provide for the control and regulation required by Education Code Section 76060.

**Other Auxiliary Organizations:** Any other District approved auxiliary organization that is established pursuant to Education Code Sections 72670 et seq. shall have a board of directors appointed in accordance with the organization's articles of incorporation or bylaws and consisting of voting membership from one or more of the following categories: administration, staff; members of the community; students.

The size of the board of directors of an auxiliary organization shall be at least large enough to accommodate the one or more categories from which board members are selected.

The board of directors shall have the advice and counsel of at least one attorney admitted to practice in California and at least one certified public accountant. Upon being notified of the certified public accountant selected by an auxiliary organization, the District shall forward the applicable auditing and reporting procedures to the selected certified public accountant.

### **Conduct of Boards of Directors**

No member of the board of directors of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which he/she/they is a member. Any contract or transaction entered into in violation of this section is void.

No contract or other transaction entered into by the board of directors of an auxiliary organization is void under the provisions of Education Code Section 72677; nor shall any member of such board be disqualified or deemed guilty of misconduct in office under such

provisions, if pursuant to Education Code Section, 72678 both of the following conditions are met:

- The fact of such financial interest is disclosed or known to the board of directors and noted in the minutes, and the board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such financially interested member or members.
- The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.

The provisions of Education Code Section 72678 shall not be applicable if any of the following conditions are met:

- The contract or transaction is between an auxiliary organization and a member of the board of directors of that auxiliary organization.
- The contract or transaction is between an auxiliary organization and a partnership or unincorporated association of which any member of the governing board of that auxiliary organization is a partner or in which he/she/they is the owner or holder, directly or indirectly, of a proprietorship interest.
- The contract or transaction is between an auxiliary organization and a corporation in which any member of the board of directors of that auxiliary organization is the owner or holder, directly or indirectly, of five percent or more of the outstanding common stock.
- A member of the board of directors of an auxiliary organization is interested in a contract or transaction within the meaning of Education Code Section 72677 and without first disclosing such interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.

It is unlawful for any person to utilize any information, not a matter of public record, which is received by the person by reason of his/her/their membership on the board of directors of an auxiliary organization, for personal pecuniary gain, regardless of whether he/she/they are or are not a member of the board at the time such gain is realized.

To help ensure compliance with these provisions, the Board of Directors of any auxiliary organization should adopt a conflict of interest policy. Each director must review and acknowledge the conflict of interest policy annually. The conflict of interest policy may address, among other things, the following: appropriate board conduct, gifts, confidentiality, fiduciary responsibilities, and conflicts of interest.

## **Bylaws**

The bylaws of an auxiliary organization shall include, but not be limited to, specifying:

- The number of members of the board of directors, the categories from which members shall be selected, and the method by which they shall be selected.
- The size of the board of directors.
- That at least one public business meeting will be held each quarter.

- The timetable for the preparation and adoption of its program and annual budget and the submission of both for review to the Superintendent/President.
- That an attorney admitted to practice in this state and a licensed certified public accountant shall be selected to provide advice and counsel to the board of directors. Each shall have experience appropriate to the responsibility and shall have no financial interest in any contract or other transaction entered into by the board that he/she/they serves. Neither the attorney nor the certified public accountant needs to be a member of the board of directors.
- The procedures for approving expenditures.
- The procedures for accepting gifts, donations, bequests, trusts, and specially funded grants and other income.

### **Master Agreement between District and Auxiliary Organizations**

In the recognition and establishment of an auxiliary organization, there shall be a written agreement between the District and the auxiliary organization that sets forth the purposes of the auxiliary organization as permitted under this Regulation, and Title 5 Section 59259.

Should an auxiliary organization provide more than one service, program, or function, such service, program or function may be authorized in one of more written contracts with the District. Such services, programs, and functions thereby performed by an auxiliary organization may also be part of a joint powers agreement in accordance with Education Code Section 72671 and Government Code Sections 6500 et seq.

An auxiliary organization shall provide only those services, program, or functions authorized by a written agreement. No other service, program, or function shall be permitted or performed unless a written agreement between the District and the auxiliary organization is amended to provide otherwise.

The agreement shall include, but is not limited to, the following provisions:

- The services, programs, or functions the auxiliary organization is to manage, operate or administer.
- A statement of the reasons for administration of the functions by the auxiliary organization instead of by the District under usual District procedures.
- The areas of authority and responsibility of the auxiliary organization and the District or College.
- The facilities and services to be made available by the District to permit the auxiliary organization to perform the services, programs, or functions specified in the written agreement.
- The charge or rental to be paid to the District by the auxiliary organization for the facilities used or services provided in connection with the performance of its function. The charge or rental specified shall be identified in sufficient time before it is incurred so that the organization may determine to what extent it is liable.
- The value, form, and manner of District reimbursement by an auxiliary organization in tangible or intangible benefits for the District's provision of district employees, if any, to perform services under the direction of the auxiliary

organization. Tangible benefits are financially quantifiable and may include: financial support to the college, student scholarships, and tuition waiver programs; benefits are financially quantifiable and may include: financial support to the college, student scholarships, and tuition waiver programs; contributions to student athletic, and instructional programs; unrecovered costs; use of auxiliary services, products, or facilities; marketing or promotional events; cash payments; or similar benefits. Intangible benefits are non-monetary and qualitative in nature, and may include: promotion of the college's brand; maintenance and growth of donor data and protection of donor privacy; growth of college endowments and assets; social media engagement; enrollment growth due to funding support; in-kind services of auxiliary board members and executive staff; the performance of functions assigned to the auxiliary; improved relations with college constituencies; and other forms of good will, or similar benefits. Student body auxiliary organizations may be exempt from reimbursing all or any portion of the costs for such services, unless the organization was established as an "auxiliary organization" pursuant to Education Code Sections 72670 et seq.

- A simple and stable mutually agreed upon method of determining in advance to what extent the organization shall be liable for indirect costs relating to specially funded programs (including federally sponsored programs).
- The responsibility for maintenance and payment of operating expenses.
- Proposed expenditures for public relations or other purposes, which would serve to augment District appropriations for operation of the District. With respect to these expenditures, the auxiliary organization may expend funds in such amount and for such purposes as are approved by the board of directors of the auxiliary organization. The board of directors shall file with the Superintendent/President a statement of such policy on accumulation and use of public relations funds. The statement shall include the policy and procedure on solicitation of funds, source of funds, amounts, and purpose for which the funds will be used, allowable expenditures, and procedures of control.
- The disposition to be made of net earnings derived from the operation of the auxiliary organization, including earnings derived from facilities owned or leased by the auxiliary organization, and provisions for reserves.
- The disposition to be made of net assets and liabilities on dissolution of the auxiliary organization or cessation of the operations under the agreement.
- The covenant of the auxiliary organization to maintain its organization and to operate in accordance with Education Code Sections 72670-72682 and with Title 5 Sections 59250 et seq. as well as board policy and these procedures.
- The understanding that the auxiliary organization shall obtain the services and counsel of an attorney admitted to practice in the State of California whenever the need arises.
- The understanding that the auxiliary organization shall not enter into any contract or other business arrangement involving real property either by lease involving payments of more than \$25,000 per annum and duration terms of more than one year, or by purchase without prior notification and consultation with the Superintendent/President.

## Personnel

Each auxiliary organization shall develop general regulations to govern its operations, including policies and regulations concerning the salaries, working conditions and benefits of its employees.

The previously mentioned regulations shall not conflict with the implementing policies adopted by the Board of Trustees or with these procedures.

Except as otherwise provided in any board rules, the board of directors of each auxiliary organization shall, pursuant to Education Code Section 72672, provide salaries, working conditions and benefits for its full-time employees that are comparable to those provided District employees performing substantially similar services. For those full-time employees who perform services that are not substantially similar to the services performed by District employees, the salaries established shall be at least equal to the salaries prevailing in other educational institutions in the area or commercial operations of like nature.

Regular District employees may be employed by the auxiliary organization. District employees must resign or request a personal leave of absence from the District in order to accept employment with the auxiliary organization. District officers and employees who are required by the District's Conflict of Interest Code (AP 2712) to file disclosure of financial information are responsible to determine whether they are eligible to accept employment with the auxiliary organization immediately upon resignation from the District.

- **Educational Administrators or other Management Employees** may be granted a personal leave of absence for two semesters, which may be extended to a maximum of ten consecutive semesters
- **Classified management employees** may be granted a personal leave of absence for up to one year. This leave may not be extended beyond one year without the employee first having returned to active duty.
- **Academic (faculty) employees** may be granted personal leave of absence for two semesters. The leave may be extended for not more than six consecutive semesters.
- **Classified employees** may be granted a personal leave of absence for up to one year. This leave may not be extended beyond one year without the employee first having returned to active duty.

The board of directors of each auxiliary organization may provide retirement benefits different from those provided comparable District employees and may withhold retirement benefits or permanent status benefits or both from temporary employees and executive employees. For the purposes of this procedure, a "temporary employee" is:

- An employee employed for a specific research project, workshop, institute or other special project funded by any grant, contract or gift; or
- An employee whose contract of employment is for a fixed term not exceeding three years.



For the purposes of this procedure, an “executive employee” is any management employee with responsibility for the development and execution of the auxiliary organization's policies and includes, but is not limited to, general managers, business managers, directors and the like, as determined by the board of directors of each auxiliary organization.

Should retirement benefits be provided, they may but need not be provided by the Public Employees' Retirement System. Any newly created auxiliary organization is exempted from the requirement of providing retirement benefits for a period not to exceed three years from the date on which the Board of Trustees recognizes the establishment of such auxiliary organization.

An auxiliary organization may contract with the District for the services of a District employee and reimburse the District for that portion of the employee's full-time assignment (and corresponding benefits) that is spent in providing services.

### **Accounting and Reporting for Auxiliary Organizations**

The fiscal year of the auxiliary organization shall coincide with that of the District.

Each auxiliary organization shall develop an accounting system that is in accordance with generally accepted accounting principles.

The auxiliary organization shall implement financial practices that will assure its fiscal viability. Such standards shall include professional management, adequate working capital, adequate reserve funds for current operations, capital replacements, contingencies, and adequate provisions for new business requirements.

Each auxiliary organization serving the District shall submit its programs and budgets for review at a time and in a manner specified by the Superintendent/President.

Funds derived from indirect cost payments shall only be appropriated with the specific approval of the Superintendent/President. All uses of such funds shall be regularly reported to the District's governing board.

Should the Superintendent/President determine that any program or appropriation planned by an auxiliary organization is not consistent with District policy, the program or appropriation shall not be implemented. Further, should a program or appropriation which has received approval, upon review, be determined by the Superintendent/President to be operating outside the acceptable policy of the Board of Governors or the District, then that program or appropriation shall be discontinued by direction of the Superintendent/President until further review is accomplished and an appropriate adjustment is made.

The board of directors of an auxiliary organization shall approve all expenditure authorizations.

**NOTE:** *The following language applies **only if** auxiliary organizations receive or accrue in any fiscal year gross revenues of \$2 million or more.*

If the auxiliary organization receives or accrues in any fiscal year gross revenue of two million dollars (\$2,000,000) or more, it shall also include in its bylaws an audit committee appointed by the board of directors. The audit committee may include persons who are not members of the board of directors, but the member or members of the audit committee shall not include any members of the staff, including the president or chief executive officer and the treasurer or chief financial officer. If the auxiliary committee has a finance committee, it must be separate from the audit committee.

Members of the audit committee shall not receive any compensation from the auxiliary in excess of the compensation, if any, received by members of the board of directors for service on the board, and shall not have a material financial interest in any entity doing business with the auxiliary. Subject to the supervision of the board of directors, the audit committee shall be responsible for recommending to the board of directors the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the board of directors.

The auxiliary organization must also make its annual audited financial statements available to the public in the same manner prescribed by IRS for Form 990 and no later than nine months after the close of the fiscal year to which the statements relate.

The board of directors, or an authorized committee of the board, shall review and approve the compensation, including benefits, of the President or Chief Executive Officer and the Treasurer or Chief Financial Officer to assure that it is just and reasonable. This review and approval shall occur initially upon the hiring of the officer, whenever the term of employment, if any, of the officer is renewed or extended, and whenever the officer's compensation is modified. Separate review and approval shall not be required if a modification of compensation extends to substantially all employees.

### **Records and Annual Report of Auxiliary Organizations**

Personnel and payroll records shall be maintained as permanent records by each auxiliary organization.

Adequate records of all other transactions of an auxiliary organization shall be maintained for a minimum of five years, or as otherwise prescribed by any document retention policy adopted by the organization, which may set different retention periods. Transactions of the organization include, but are not limited to, purchases, disbursements, and investments.

The auxiliary organization shall publicly disclose, on an annual basis, the value of services performed by District employees under the direction of the auxiliary organization and a description of the commensurate benefits provided to the District by the auxiliary organization pursuant to subdivision (j)(6) of Title 5 Section 59257.

An annual report shall be submitted to the Board of directors of the auxiliary organization and to the Superintendent/President by September 15. The report shall include, but is not limited to:

- All financial statements required to be filed with the California Community Colleges Chancellor's Office
- A comparison of budgeted and actual expenditures
- A description of major accomplishments of the organization
- A description of improvements proposed for operation of the organization.

Records maintained by an auxiliary organization shall be available to the public to inspect or copy at all times during the office hours of the auxiliary organization, pursuant to and with the exceptions provided in Education Code Sections 72690 et seq.

### **Annual Audit**

Each auxiliary organization shall have an annual fiscal audit of all funds. The audit shall be performed by a certified public accountant in accordance with procedures prescribed by the Chancellor. Copies of the annual audit report shall be submitted to the Board of Trustees and to the California Community Colleges Chancellor's Office within 30 days after it is received by the auxiliary organization. Thereafter, it shall be a public record, except as otherwise provided by law. Such audits may be conducted as part of a fiscal audit of the District itself.

Auxiliary organizations shall annually publish an audited statement of their financial condition, which shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing a copy. An auxiliary organization shall comply with this requirement by:

- Publishing the audited financial statement in a campus newspaper; or
- Publishing a notice in a campus newspaper indicating the on-campus location where copies of the financial statement may be obtained or reviewed; or
- Publishing or noticing the audited statement in a campus bulletin or other appropriate medium if a campus newspaper is unavailable.

The audited financial statements shall also be available for inspection by the Attorney General and shall be made available to members of the public in the same manner prescribed by IRS for Form 990 and no later than nine months after the close of the fiscal year to which the statements relate.

### **Insurance**

An auxiliary organization shall secure and maintain insurance adequate to protect its operations from catastrophic losses and as required by law, including but not limited to, the following:

- Comprehensive general liability;
- Property and extended coverage, when applicable;
- All risks, money and securities;
- Fidelity and performance bonds covering its chief fiscal officer;

- Automotive liability when applicable; and
- Workers' Compensation

In any insurance policy secured by the auxiliary organization, the District shall be named as additional insured.

A copy of each policy or endorsement or insurance certificates setting forth the coverage and limits shall be provided to the District within 30 days from the receipt of the document.

In obtaining the insurance coverage, the auxiliary organization may secure the insurance directly through its own broker or through the District.

### **Auxiliary Organizations: Use of Facilities**

Facilities may be made available by the District to an auxiliary organization to perform the functions specified in these regulations or in an agreement, under the following circumstances:

- The auxiliary organization may occupy, operate, and use such District facilities as are mutually identified as appropriate for the functions or activities that have been undertaken by the auxiliary organization.
- The auxiliary organization shall pay to the District a charge or rental for the District facilities used by it in connection with the performance of its function or functions.
- The charge or rental to be paid by the auxiliary organization shall not require involved methods of computation, and shall be identified by the District and the auxiliary organization in sufficient time before it is incurred so that the auxiliary organization may determine to what extent it shall be liable.
- The charge or rental to be incurred by an auxiliary organization for use of District facilities shall be incorporated into the agreement between the parties.

### **List of Auxiliary Organizations in Good Standing**

Each year, the Superintendent/President shall provide to the Board of Trustees a list of all auxiliary organizations in good standing. All auxiliary organizations, which, after periodic review in the manner specified hereinafter in these regulations, are found to comply with applicable laws, policies, and regulations, shall be included in the list.

When the Superintendent/President has reason to believe that a particular organization should be removed from the list of auxiliary organizations in good standing, a conference shall be held to determine whether such grounds for removal do in fact exist. The Superintendent/President shall be present at the conference, along with other appropriate District representatives, as determined by the Superintendent/President. The District shall give the auxiliary organization Board of Directors reasonable notice that such conference will be held, and representatives of the Board shall be entitled to be present at the conference, and to be heard. The board of directors of such organization shall be entitled to participate in this conference and shall have a minimum of one month's notice to prepare response to the issues, which have been raised.

Based upon such conference, the Superintendent/President shall recommend to the District's governing board whether the particular organization shall be removed from the list of auxiliary organizations in good standing. The District's governing board may remove such an auxiliary organization from the list, and may make such other provisions consistent with law as may be appropriate with respect to an auxiliary organization not included on the list.

An organization so removed shall not be permitted to do any of the following:

- Use the name of the District;
- Have as a director any official in the District acting in his/her/their official capacity;
- Operate a commercial service for the benefit of the District or any of its Colleges; and
- Receive gifts, property, or funds to be used for the benefit of the District or any of its colleges.

If the auxiliary organization is dissolved or ceases operations upon removal from the list of organizations in good standing, its net assets and liabilities shall be distributed according to the terms of the written agreement between the organization and the District.

#### **Limitation on Transfer of Funds to Auxiliary Organizations**

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations, which constrain community college districts, or providing the District with an unfair advantage with respect to the application of any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for disabled students.

#### **Compliance Review by Superintendent/President**

All auxiliary organization procedures and practices shall be reviewed to determine compliance with Education Code Sections 72670 et seq., and the policies, rules and regulations of the Board of Governors, and of the District. The Superintendent/President shall designate the individual to conduct this review, which shall be conducted at the end of the first complete fiscal year after its establishment and at least once every three years thereafter.

When the Superintendent/President's designee determines, after inspection and review, that certain auxiliary organization procedures and practices do not comply with policies, rules, and regulations of the Board of Governors and the District, a recommendation concerning the items of noncompliance shall be communicated in writing to Superintendent/President and to the board of directors of the auxiliary organization. The board of directors shall reply in writing within one month, either describing the actions, which will be taken, including timetable, to bring procedures and practices into compliance; or describing the reasons why the board considers the procedures already to be in compliance.

If the Superintendent/President's designee considers the proposed corrective actions to be acceptable, the auxiliary organization shall be so informed. A second compliance review shall be held at the end of the time agreed to and the results communicated in writing to the Superintendent/President and to the board of directors.

When the auxiliary organization fails to provide an acceptable proposal for corrective actions or fails to implement successful corrective actions within the agreed upon time, the Superintendent/President shall inform the board of directors of such further action as he/she/they considers appropriate, which may include a recommendation to the Board of Trustees for termination of the contract.

### **Revision of Rules and Procedures and Reports to the California Community Colleges Chancellor's Office**

Rules and procedures for the administration of auxiliary organizations may be revised as necessary by the Superintendent/President or designee. The board of directors of each auxiliary organization in good standing shall be promptly notified in writing of such revisions and be informed of the date by which any changes in the organization's procedures must be accomplished.

Any such revisions shall be submitted to the California Community Colleges Chancellor's Office for approval.

The District shall report, as may be required from time to time, on the operation of its auxiliary organizations.

Reference: BP #3600

Approvals:

Academic Senate: May 12, 2021

Classified Senate: January 12, 2021

Cabinet: September 3, 2021



# **AP 3710 Securing of Copyright**

Reference:

**Education Code Sections 72207; 81459, 17 United States Code 201**

## **Copyright Ownership**

The right to claim copyright shall be determined in the following manner:

1. A faculty or staff member may claim the right to copyright any material created outside of the faculty or staff member's employment with the District. If this creation involves use of District equipment or supplies, the faculty and staff member shall retain the right to copyright the material, but shall reimburse the District for the cost of production.
2. The District may claim the right to copyright material if the District specifically commissioned it, or the work is identified as an institutional effort. Otherwise, the right to copyright the material will belong to the faculty or staff member responsible for its creation.
3. The District and the faculty or staff member may agree to share the right to copyright materials if the work is created by the faculty and staff member and the District contributes services, staff, or financial resources necessary for completion. This will be accomplished through a separate contract at the time the project is initiated. Faculty and staff should consult with their respective bargaining agent before entering into the contract.

## **Copyright Registration**

Responsibility for official registration of copyright will lie with the owner of the copyright. In those cases where there is shared ownership, the District will be responsible for filing for both parties for registration of copyright.

Reference: BP #3710

Approvals:

Academic Senate: April 8, 2020

Classified Senate: January 16, 2020

Cabinet: May 7, 2020



# AP 3715 Intellectual Property

Reference:

**17 U.S. Code Sections 101 et seq.; 35 U.S. Code Sections 101 et seq.; 37 Code of Federal Regulations Sections 1.1 et seq.**

The following intellectual property procedure shall be interpreted consistent with other District policies, including, but not limited to, the District's policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements.

In the event the provisions of these procedures and the provisions of any operative collective bargaining agreement conflict, the collective bargaining agreement shall take precedence.

## **Definitions**

For the purposes of this procedure, the following definitions apply to the following words or phrases:

**Administrative Activity:** means the execution of the District's management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

**Author or Creator:** means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.

**District Resources:** means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

**Course Materials:** means materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.

**Course Syllabus:** means a document that includes information about the outline, standards for student evaluation, and additional information which reflects the academic work of the faculty member.

**Digital Encoded Work:** means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

**Employee:** means an individual employed by the District, and shall include full-time and part-time faculty, classified staff, student employees, appointed personnel, persons with "no salary" appointments, and academic professionals, who develop intellectual property using District resources, unless there is an agreement providing otherwise.

**Intellectual Property:** means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

**Student:** means an individual who was or is enrolled in a class or program at the District at the time the intellectual property was created.

**Student Employee:** means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.

**Substantial Use of District Resources:** means use of District resources beyond the normal professional, technology, and technical support generally provided by the District and extended to an individual or individuals for development of a product, project or program. The use of District resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the District's resources: (1) incidental use of District resources and/or (2) extensive use of District resources commonly available to District employees. A substantial use of the District's resources may be implicated in situations where the creator spends such time and energy in the creation of a work that results in a great reduction of the creator's assigned duties.

**Work:** means an "original work of authorship fixed in a tangible medium" as used in the Copyright Act.

### **Employee Intellectual Property Rights**

The ownership rights to a creation at the District shall be determined generally as set forth below, unless ownership is modified by an agreement.

A faculty member who is the creator of an academic work in their field of expertise owns the copyright in that work. Academic works include, but are not limited to, textbooks, lecture notes and other course materials and content, literary works, artistic works, musical works, architectural works and software produced with no more than nominal or incidental use of the District's resources. District faculty members who create academic work, as described in this paragraph, own said work even though such works may have been developed within the employee's scope of employment.

Intellectual property unrelated to an individual's employment responsibilities at the District, and that is developed on an individual's own time and without the District's support or use of District facilities is the exclusive property of the creator and the District

has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

### **District Intellectual Property Rights**

The District owns all other intellectual property, including but not limited to patentable inventions, such as computer software, created by its employees if it is:

- 1) created through the District's administrative activities by an employee working within their scope of employment, or
- 2) created by an employee executing a duty or specific assignment designated by the District, or
- 3) created through the substantial use of District resources, or
- 4) commissioned by the District pursuant to a signed contract, or
- 5) produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract, or
- 6) produced from research specifically supported by state or federal funds or third party sponsorship.

Where circumstances give rise to District intellectual property rights, as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the District. The District and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the District.

The Superintendent/President may waive the District's interests in its intellectual property by executing a written waiver.

### **Student Intellectual Property Rights**

District students who created a work are owners of and have intellectual property rights in that work. District students own the intellectual property rights in the following works created while they are students at the District: (1) intellectual property created to meet course requirements using college or District resources, and (2) intellectual property created using resources available to the public. Intellectual property works created by students while acting as District employees shall be governed under provisions for employees.

### **Modification of Ownership Rights**

The general provisions for ownership of intellectual property rights may be modified by the parties as follows:

**Sabbatical Works:** Generally, intellectual property created by District employees during a sabbatical is defined as an academic work. However, where a work to be created as

part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use District resources), the parties may enter into an written agreement to define the District and employee's intellectual property rights in the sabbatical work.

**Assignment of Rights:** When the conditions outlined in the sections on employee intellectual property rights or student intellectual property are met, ownership will reside with the employee or student responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual property protection, marketing, and licensing activities without involving the District. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of their intellectual property rights to the District. In the event the creator offers to share or assign intellectual property rights in the creation to the District, the District may support and finance application for intellectual property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development and commercialization of the property under terms and conditions as may be agreeable to the parties. After evaluating the creator's offer, the District may or may not decide to become involved in a joint investment agreement. A negative response from the District will be communicated in writing to the creator. An affirmative response from the District will be summarized as an offer to enter into a written contract. If the creator accepts the District's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

**Sponsorship Agreements:** A sponsored work is a work first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the District unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the District generally shall provide the District with a nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes.

**Collaboration/Partnership Agreements:** The District may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement, or shall be determined under applicable law.

**Special Commissions:** Intellectual property rights to a work specially ordered or commissioned by the District from a faculty member, professional staff member, other District employee, or other individual or entity, and identified by the District, as a specially

commissioned work at the time the work was commissioned, shall belong to the District. The District and the employee shall enter into a written agreement for creation of the specially commissioned work.

**Use of Substantial District Resources:** In the event the District provides substantial resources to an employee for creation of a work and the work was not created under an agreement (such as a sponsorship agreement, individual agreement, or special commission) the District and the creator shall own the intellectual property rights jointly in proportion to the respective contributions made.

**Encoded Works/Software for Administrative Activities:** The District may hire an individual or entity to develop software or other encoded works, to be used in the District's administrative activities. The District shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the District shall have ownership of the intellectual property rights in encoded works created by an employee, even where the work was created out of the employee's own initiative, if the work is related to the employee's job responsibilities. For example, if an employee in the student records office creates a software program on their own initiative that will organize student records, such work is related to the employee's job duties and will belong to the District. Where an employee creates a program that does not relate to their job duties, and that program was created on the employee's own time, the work belongs to the employee.

**Jointly Created Works:** Ownership of jointly created works shall be determined by separately assessing which of the above categories applies to each creator, respectively. Rights between joint owners of a copyright shall be determined pursuant to copyright law.

**Work Acquired by Assignment or Will:** The District may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with District policies and these procedures.

### **Materials Implicating Third Party Rights**

District employees and students must comply with District policies and state and federal laws, including copyright and privacy laws, in creating works. District employees and students must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. District employees and students with questions or concerns regarding third party rights should direct all inquiries to the Instruction or Human Resource Offices.

### **Intellectual Property Coordinator**

The Dean of Instruction/CIO shall be the District's Intellectual Property Coordinator. The coordinator shall administer this procedure and will implement the District's Intellectual Property Policy. The Intellectual Property Coordinator will also monitor the development and use of the District's intellectual property. Any questions relating to the applicability of the District Intellectual Property or this procedure may be directed and answered by the Intellectual Property Coordinator.

### **Preservation of Intellectual Property Rights**

**Protection of Rights:** The District shall undertake such efforts, as it deems necessary to preserve its rights in original works for which the District is the sole or joint owner of intellectual property rights. The District may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual property rights.

**Payment of Costs:** The District may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual property rights. If the District has intellectual property rights in a jointly owned work, the District may enter into an agreement with the joint owners concerning payment of such costs.

### **Commercialization of Intellectual Property**

**Right of Commercialization:** The District may commercialize its Intellectual Property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

**Distribution of Proceeds:** An employee who creates a work and retains an intellectual property interest in such work in which the District maintains intellectual property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. All expenses incurred by the District in protecting and promoting the work including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be deducted and reimbursed to the District before the creator is entitled to share in the proceeds.

**Intellectual Property Account:** The District shall deposit all net proceeds from commercialization of intellectual property in its own general intellectual property account. The Dean of Instruction/CIO may use the account to reimburse expenses related to creating or preserving the District's intellectual property rights or for any other purpose authorized by law and District policy including the development of intellectual property.

### **Notification**

The Dean of Instruction/CIO shall provide a copy of these Intellectual Property Procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.

***Note:** The following forms are provided as resource samples; local practice may be used instead. Including them in the Administrative Procedure manual is optional. Legal counsel should be consulted for final approval or review of the agreement.*

## **Form A: Work Made For Hire Agreement**

### **Course Materials**

This agreement made the [date] day of [month], 20[year], by and between [name of author] ("Author," and if there is more than one author then all of them collectively) and [name of District] ("District").

The author and the district agree as follows:

### 1) Title and Copyright Assignment

(a) Author and District intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work") to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of District.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to District, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

(c) If the Work is one to which the provisions of 17 U.S. Code Section 106A apply, the Author hereby waives and appoints District to assert on the Author's behalf the Author's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for District purposes.

(d) Author agrees to execute all papers and to perform such other proper acts as District may deem necessary to secure for District or its designee the rights herein assigned.

### 2) Delivery of the Work

(a) The Author will deliver to the District on or before [date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.

(b) If the Author fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

### 3) Quoted Material

With the exception of short excerpts from others' works, which constitute *fair use*, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at their own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

#### 4) Author's Warranty

The Author warrants that they are the sole owner of the Work and have full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Author under this agreement.

#### 5) Consideration

In consideration for delivery of the Work in accordance with the provisions of this Agreement, District shall pay Author *[amount]*.

#### 6) Revisions

*[Choose one paragraph.]*

The Author shall retain the right to revise the Work *[insert time, such as at one year intervals]* during the term of this agreement in accordance with academic standards. The Author further agrees to update the Work within *insert length of time, such as 90 days* upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within *insert length of time, such as 90 days* after the District has requested it, or should the Author be deceased, the District may have the revision made and charge the cost against sums due the Author under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

or

This paragraph has been deleted because the Author's contribution is not a work expressing academic expertise requiring periodic review and revision.

#### 7) Term and Termination

(a) This agreement shall remain in effect for *insert length of time, such as three (3) years* unless terminated earlier in accordance with this Section 7.



(b) In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within *insert length of time, such as sixty (60) days* after receipt of written notice thereof, this agreement shall terminate upon expiration of the *insert length of time, such as sixty (60) day* period.

(c) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional *[Insert length of time, such as three]* year term, upon the same terms and conditions as set forth herein.

#### 8) Options/Contracts with Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

#### 9) Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

#### 10) Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

*Insert signature lines for author and district designee*

### **Form B: Contract under which Employee Keeps Copyright of the Work and Gives District a License to Use/Exploit Work**

#### Course Materials

This Agreement made the *[date]* day of *[month]*, 20*[year]*, by and between *[name of author]* ("Author," and if there is more than one author then all of them collectively) and *[name of District]* ("District").

#### Recitals

The Author will be the sole contributor of copyrightable expression to the educational course materials anticipated to result from this project. The District will be contributing significant kinds and/or amounts of District resources. The Parties recognize that under law, the District is obligated to obtain appropriate consideration for the transfer of state resources. In furtherance of their mutual objectives, the Parties agree to allocate certain of their rights and responsibilities as set forth in this agreement.

1. The author and the District agree as follows:

Rights Granted

*[Choose one of the following paragraphs.]*

Nonprofit Educational Uses

The Author hereby grants to the District for the full term of this agreement the non-exclusive right to copy, distribute, display, perform, transmit, and publish for nonprofit educational purposes the educational course materials entitled: *[name of work]* (hereinafter called "Work").

or

Non-exclusive Commercial License

The Author hereby grants to the District for the full term of this agreement the non-exclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: *[name of work]* (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in Paragraph 8 below, with authority to license those rights in all countries and in all languages.

or

Exclusive Commercial License

The Author hereby grants to the District for the full term of this agreement the exclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: *[name of work]* (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in Paragraph 8 below, with authority to license those rights in all countries and in all languages.

2. Delivery of the Work

(a) The Author will prepare and deliver to the District on or before *[date]* the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.

(b) If the Author fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Author any sums or other resources advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute *fair use*, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at their own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

#### 4. Publication of the Work

The Work shall be distributed, transmitted or published by the *[District/Author]* as soon as circumstances permit after receipt, at its own expense, in such manner as the *[District/Author]* shall deem appropriate.

#### 5. Copyright Registration

The Author authorizes the District to register copyright in the Work in the Author's name in the United States and elsewhere as the District may elect.

#### 6. Author's Warranty

(a) The Author warrants that they are the sole owner of the Work and has full power and authority to make this agreement; that they have made a good faith effort to follow the District's Intellectual Property Policy and Procedures and that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.

(b) To the extent that an act of the Author that results in a claim of copyright infringement was authorized by the District's Intellectual Property Policy and Procedures, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of California, the District, will defend, indemnify and hold harmless the Author against all claims, suits, costs, damages and expenses that the Author may sustain by reason of such infringement or violation by the Work of any copyright.

(c) In all other cases, the Author will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Author under this agreement.

#### 7. Consideration

(a) District will contribute the following resources to the creation of the Work:

*[List: Materials, Hardware, Software, Technical Assistance, Other Assistance, Videotaping, Programming, Teaching Load Credit, or Funding.]*

*[Choose one of the following paragraphs.]*

(b) The parties shall share in any revenues from the commercialization of the Work as follows: District will first recover its resource contribution in the amount of \$\_\_\_\_, then the Parties shall share profits 50 percent to the District and 50 percent to all Authors (to be shared evenly among the Authors if more than one.)

or

(b) The parties shall share in any revenues from the commercialization of the Work as follows: The Parties shall share profits 50 percent to the District and 50 percent to all Authors (to be shared evenly among the Authors if more than one.)

or

(b) The Parties do not anticipate commercial exploitation of the Work and so have not addressed District's recovery of its contribution or allocated royalty percentages to either Party.

## 8. Subsidiary Rights

*[Choose the paragraph below that corresponds to the paragraph chosen for Section 1.]*

### Nonprofit Educational Uses

The District has been granted a limited right to use the Work for nonprofit educational purposes only and therefore does not need subsidiary rights and all such rights are retained by the Author.

or

### Non-exclusive Commercial License

The District shall have the right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.

or

### Exclusive Commercial License

The District shall have the sole right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.

## 9. Revisions

The Author shall retain the right to revise the Work [at one year intervals] during the term of this agreement in accordance with academic standards. The Author further agrees to update the Work within ninety (90) days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within ninety (90) days after the District has requested it, or should the Author be deceased, the District may have the revision made and charge the cost against the Author's royalties

and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

#### 10. Term and Termination

*[Choose this first set of paragraphs if the District was granted an Exclusive Commercial License in Section 1.]*

(a) This agreement shall remain in effect for *[insert length of time, such as three]* years unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term[s] agreed upon pursuant to Section 10(d), or upon earlier termination in accordance with Sections 10(b) or

(b) the rights granted in the Work shall revert to the Author, subject to retention by the District of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.

(c) In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within *insert length of time, such as sixty* days after receipt of written notice thereof, this agreement shall terminate upon expiration of the *insert length of time, such as sixty* day period.

(d) The Work shall be considered to be "in use" if it is made available by District for distribution or transmission, offered for sale or licensed for distribution, transmission or sale during the term of this agreement. If the District fails to keep the Work in use and the Author makes a written request of the District to terminate this agreement, the District shall notify the Author in writing of the District's decision in the matter within *insert length of time, such as sixty* days after receipt of the written request. If the District elects to keep the Work in use, it shall have *insert length of time, such as six* months thereafter to comply. If the District elects not to keep the Work in use or fails to comply with the *insert length of time, such as six* months deadline (unless the failure is due to circumstances beyond its control), then this agreement shall terminate.

Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional *insert length of time, such as three* year term, upon the same terms and conditions as set forth herein.

*[Choose this second set of paragraphs if the District has either a Nonprofit Educational Use License or a Non-exclusive Commercial License in Section 1.]*

(a) This Agreement shall remain in effect for *[insert length of time, such as three]* year(s) unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(c), or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to the Author, subject to retention by the District of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.

(b) In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within 60 days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the *insert length of time, such as 60 day period*.

(c) Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional *insert length of time, such as three year term*, upon the same terms and conditions as set forth herein.

#### 11. Options/Contracts with Third Parties

Nothing contained in Section 10 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

#### 12. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

#### 13. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

*[Insert signature lines for author and District designee]*

Reference: BP #3715

Approvals:

Academic Senate: May 14, 2014

Classified Senate: October 20, 2014

Cabinet: November 6, 2014

# AP 3720 Computer and Network Use

Reference:

**Education Code Section 70902; Copyright Act (17 U.S.C. § 101 et. seq.; Penal Code § 502**

The District's computers and network systems (computing resources) are the sole property of the Feather River Community College District. They may not be used by any person without the proper authorization of the District. Computing resources are to be used for District instructional and work related purposes only, except as noted in the Personal Use clause of the Usage section.

This procedure applies to all District students, faculty, administrators and staff and to all others granted use of District computing resources. This procedure refers to all District computing resources whether individually controlled or shared, stand-alone or networked. It applies to all computer and information technology resources owned, leased, operated, or contracted by the District. This includes desktop and laptop computers, printers, monitors, servers, routers, hubs, removable storage devices, switches, scanners, mobile computing equipment, software, and all other information technology resources, regardless of whether they are used for administration, teaching or other purposes.

## **Legal Process**

This procedure exists within the framework of the District's Board Policy BP3720 and all applicable state and federal laws. A user of District computing resources who is found to have violated any of these procedures may be subject to progressive disciplinary action, including but not limited to revocation of their network account, disciplinary suspension or expulsion from the College or termination from employment and/or civil or criminal prosecution.

## **Copyrights and Licenses**

All computer users must abide by copyrights and license terms for software and other computer-based information.

- Copying - Software protected by copyright may not be copied except as expressly permitted by the owner of the copyright or otherwise permitted by copyright law. Protected software, including but not limited to commercial, shareware, and freeware may not be copied into or from any District computer or other computing resource, except pursuant to a valid license or as otherwise permitted by copyright law. The Information Services Department staff are the only District employees authorized to install, upgrade or modify software.
- Number of Simultaneous Users - The number and distribution of copies must be handled in such a way that the number of simultaneous users does not exceed the number of original copies purchased, unless otherwise stipulated in the purchase contract or license terms.

- Copyrights - In addition to software, all other copyrighted information (text, images, icons, audio materials, etc.) retrieved from computers or computing resources must be used in conformance with applicable copyright and all other relevant laws. Copied material must be properly attributed. Plagiarism of computer-based information is prohibited in the same way that plagiarism of any other protected work is prohibited.

### **Integrity of Computing Resources**

Computer users must respect the integrity of all computer-based information resources.

- Modification or Removal of Equipment - Computer users must not attempt to modify, disconnect, or remove computer equipment, software, or other computing resources.
- Unauthorized Use - Computer users must not interfere with other user's ability to use the District's computing resources. This includes, but is not limited to: the sending of chain letters or excessive messages, either locally or off-campus; printing excess copies of documents, files, data, or programs; running grossly inefficient programs when efficient alternatives are known by the user to be available; unauthorized modification of computing resources, equipment, operating systems, or disk partitions; attempting to crash or tie up a District computer or network; and damaging or vandalizing District computing resources, including, but not limited to equipment, software or computer files.
- Unauthorized Programs - Computer users must not intentionally develop or use programs which disrupt other computer users or which access private or restricted portions of any computing resource, or which damage the software or hardware components of any computing resource. Computer users must ensure that they do not use utilities or programs, that interfere with other computer users or that modify normally protected or restricted portions of any computing resource or other user's accounts. The use of any unauthorized program, including data encryption programs, may result in progressive disciplinary action as provided in this procedure, and may further lead to civil or criminal legal proceedings.

### **Unauthorized Access**

Computer users may only access computers and other computing resources to which they are legitimately entitled. They must not seek to gain access to non-authorized computing resources and must not assist others in gaining unauthorized access to District computers or computing resources.

- Abuse of Computing Privileges - Users of District computing resources must not access computers, computer software, computer files, or networks without proper authorization, or intentionally enable others to do so, regardless of whether the computer, computer software, computer files, or network in question is owned by the District. Student network accounts must not be used to access office computers under any circumstance. Abuse of the networks to



which the District belongs will be treated as an abuse of District computing resources.

- Reporting Problems - Any problems discovered with network performance or computer security must be reported promptly to the Information Services Department staff so that steps can be taken to investigate and resolve the problem. The same is true if you suspect your network account has been compromised in any way.
- Password Protection - No sharing of passwords to access District computing resources is allowed. Computer users are responsible to make sure that others do not use their network account or passwords for any reason. A password-protected screen saver is required on all office computers to minimize the risk that an unattended computer is used for unauthorized access to the network or other computing resources. A computer user who has been authorized to use a password-protected program or other computing resource may be subject to both civil and criminal liability if the user discloses the password or makes the computing resource available to others.

## **Usage**

Computer users must respect the rights of other computer users. Attempts to circumvent security mechanisms in order to gain unauthorized access to the network or to another person's information, or subvert computer or network security measures are a violation of District procedures and may also violate applicable law. Any activity that may negatively impact the operation of the network is prohibited and may be enforced by blocking particular web sites or Internet protocols. Users are responsible for all activities originating from their network accounts.

- Unlawful Messages - Users may not use electronic communication facilities to send defamatory, fraudulent, harassing, obscene, threatening, or other messages that violate applicable federal, state or other laws or any District policy, or which constitute the unauthorized release of confidential information. Access to various email and other communication systems and distribution lists may be restricted.
- Commercial Use - Electronic communication facilities may not be used to transmit commercial or personal advertisements, solicitations or promotions. Some District organizations may be authorized to sell items, according to the stated purpose of the organization(s). District computing resources must not be used by individuals for commercial purposes. Users also are reminded that ".edu" domains on the Internet have rules restricting or prohibiting commercial use, and users may not conduct activities not appropriate within those Internet domains.
- Information Belonging to Others - Users must not intentionally seek to obtain copies of computer-based information, or modify data files, programs, or passwords belonging to other users.

- Rights of Individuals - Users must not release any individual's (students, faculty, administrators or staff) confidential information to anyone without proper authorization. No confidential information is to be stored on any District owned mobile computing device or removable storage media, including notebook computers, PDA devices, cellular phones, diskettes, CD/DVD discs, or USB flash drives.
- User identification - Users shall not send communications or messages anonymously or without accurately identifying the originating account or computer workstation.
- Political Use - The District is a public, non-profit, tax-exempt organization and, as such, is subject to specific federal, state and local laws regarding sources of income, political activities, use of property and similar matters, therefore the District's computing resources must not be used for partisan political activities where prohibited by federal, state or other applicable laws.
- Personal Use - District computing resources must not be used for personal activities not related to appropriate District functions, except in a purely incidental manner. The appropriate administrator or supervisor will typically handle minor infractions of this section by District employees informally. The Chief Student Services Officer informally handles minor infractions by students.

### **Nondiscrimination**

All users have the right to be free from any conduct connected with the use of the District's network and computing resources that discriminates against any person. No user shall use the District's network and computing resources to transmit any message, create any communication of any kind, or store information in any form which violates any District procedure or applicable law regarding discrimination or harassment, or which is defamatory or obscene, or which constitutes the unauthorized release of confidential information.

### **Disclosure**

The District reserves the right to monitor all use of the District's network and computing resources to assure compliance with these procedures. Users should be aware that they have no expectation of privacy in the use of the District's network and computing resources. The District will exercise this right only for legitimate District purposes, including but not limited to ensuring the integrity, performance, and security of its computing resources.

- Possibility of Disclosure - Users should be aware of the possibility of unintended disclosure of electronic communications and other digital information stored on the District's computers or computing resources.

- Retrieval - It is possible for information entered into or transmitted via computer and communications systems to be retrieved, even if a user has deleted such information.
- Public Records - The California Public Records Act (Government Code Sections 6250 et seq.) includes computer transmissions in the definition of "public record" and nonexempt communications made on the District's network and computers must be disclosed if requested by a member of the public.
- Litigation - Computer transmissions may be discoverable in litigation.

### **Dissemination And User Acknowledgment**

All users shall be provided with printed copies of these procedures and be directed to familiarize themselves with them.

Users shall sign and date the acknowledgment included in this procedure stating that they have read and understand these procedures, and will comply with them. This acknowledgment shall be in the form as follows:

#### Computer and Network Use Agreement

I have received a copy of the District's Computer and Network Use Procedure (AP3270) dated April 12, 2006, and this Agreement. My signature below certifies that I have read and understand the guidelines for computer and network use. I agree to abide by the requirements stated in AP3270 for the duration of my employment and/or enrollment. I am aware that violations of this Computer and Network Use Procedure may subject me to progressive disciplinary action, including but not limited to revocation of my network account, disciplinary suspension or expulsion from the College or termination from employment and/or civil or criminal prosecution.

Reference: BP #3715

Approvals:

Cabinet: April 24, 2006

# AP 3725 Information and Communications Technology Accessibility & Acceptable Use

## References:

**Government Code Sections 7405, 11135, and 11546.7; Section 504, Rehabilitation Act of 1973 (29 U.S. Code Section 701); Section 508, Rehabilitation Act of 1973 (Federal Electronic and Information Technology) (29 U.S. Code Section 794d); 36 Code of Federal Regulations Parts 1194.1 et seq.**

## Definitions

The following definitions apply to this procedure:

**Accessible:** An individual with a disability is afforded the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.

**Equally Effective:** Alternative access for individuals with disabilities to instructional materials and information and communication technology that (1) is timely, (2) is accurate in translation, (3) is delivered in a manner and medium appropriate to the disability of the individual, and (4) affords the individual with a disability the opportunity to obtain the information as fully, equally and independently as a person without a disability with substantially equivalent ease of use. Note, such alternative(s) are not required to produce the identical result or level of achievement, but must afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement in the most integrated setting appropriate to the person's needs.

**Individual with a Disability:** An individual who has one or more physical or mental impairments that substantially limit one or more major life activities.

**Information and Communication Technology (ICT):** Encompasses electronic and information technology covered by Section 508 of the Rehabilitation Act of 1973, as well as telecommunications products, interconnected Voice over Internet Protocol (VoIP) products, and Customer Premises Equipment (CPE) covered by Section 255. Examples of ICT include computers, information kiosks and transaction machines, telecommunications equipment, multifunction office machines, software, Web sites, and electronic documents.

**Instructional Materials:** Includes electronic instructional materials, such as, syllabi, textbooks, presentations, and handouts delivered within CCC's learning management system, via email or via another electronic means for face-to-face classes as well as e-learning courses. It also includes electronic instructional activities such as instructional

videos, online collaborative writing, Web conferencing, blogging, and any other instructional materials as technology evolves.

**Timely:** As it relates to equally effective alternative access to instructional materials and ICT, timely means that the individual with a disability receives access to the instructional materials or ICT at the same time as an individual without a disability.

### **ICT and Instructional Material Accessibility Standard Statement**

The District is committed to ensuring equal access to instructional materials and ICT for all and particularly for individuals with disabilities in a timely manner. In accordance with Government Code Sections 7405, 11135, and 11546.7, and best practices, the District will comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973 by:

- Developing, purchasing and/or acquiring, to the extent feasible, instructional materials and ICT products that are accessible to individuals with disabilities;
- Using and maintaining instructional materials and ICT that is consistent with this Standard; and
- Promoting awareness of this Standard to all relevant parties, particularly those in roles that are responsible for creating, selecting, or maintaining electronic content and applications.

Ensuring equal access to equally effective instructional materials and ICT is the responsibility of all District administrators, faculty, and staff.

### **Social Media Policy**

The District may use social media as a method of effectively informing the public about District services, issues, and other relevant events. District employees shall ensure that the use or access of social media is done in a manner that protects the constitutional rights of all.

The Communications Committee regularly reviews the Social Media Guidelines located on the FRC website. The guidelines include authorized users, appropriate use/authorized content, inappropriate use/prohibited content, as well as best practices and other helpful information. The guidelines are a training document and resource to help authorized users utilize social media as a communication tool in a responsible way that advances the college's vision and mission, promotes college activities, and fosters an engaging online community.

Reference: #BP #3725

Approvals:

Academic Senate: January 12, 2022

Classified Senate: February 22, 2022

Cabinet: March 2, 2022

# AP 3750 Use of Copyrighted Material

References:

**Education Code Sections 32360 and 67302; U. S. Code Title 17, Copyright Act of 1976**

Employees and students shall not reproduce copyrighted materials without prior permission of the copyright owner, except as allowed by the "fair use" doctrine.

## Fair Use

**Reference:**

Copyright Act, Section 107

The "fair use" doctrine permits limited use of copyrighted materials in certain situations, including teaching and scholarship. In some instances, copyright may be required for works that fall within "fair use."

### I. Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his/her/their individual request for his/her/their scholarly research or use in teaching or preparation to teach a class:

- A. A chapter from a book
- B. An article from a periodical or newspaper
- C. A short story, short essay or short poem, whether or not from a collective work
- D. A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper

### II. Multiple Copies for Classroom Use

Multiple copies (not to exceed in any event more than one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- A. The copying meets the tests of brevity and spontaneity as defined below; and
- B. Meets the cumulative effect test as defined below; and
- C. Each copy includes a notice of copyright

**Definitions:**

**Brevity:**

- i. Poetry: (a) A complete poem if less than 250 words and if printed on not more than two pages or (b) from a longer poem, an excerpt of not more than 250 words.
- ii. Prose: (a) Either a complete article, story or essay of less than 2,500 words, or (b) an excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words. (Each of the numerical limits stated in "i" and "ii" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.)

- iii. Illustration: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.
- iv. "Special" works: Certain works in poetry, prose, or in "poetic prose" which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph "i" above notwithstanding such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than 10% of the words found in the text thereof may be reproduced.

**Spontaneity:**

- i. The copying is at the instance and inspiration of the individual teacher; and
- ii. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

**Cumulative Effect:**

- i. The copying of the material is for only one course in the school in which the copies are made.
- ii. Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term.
- iii. There shall not be more than nine instances of such multiple copying for one course during one class term. (The limitations stated in "ii" and "iii" above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.)

**III. Prohibitions**

Notwithstanding any of the above, the following shall be prohibited:

- A. Copying shall not be used to create or to replace or substitute for anthologies, compilations, or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or are reproduced and used separately.
- B. There shall be no copying of or from works intended to be "consumable" in the course of study or teaching. These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable material.
- C. Copying shall not:
  - i. substitute for the purchase of books, publisher's reprints or periodicals
  - ii. be directed by higher authority
  - iii. be repeated with respect to the same item by the same teacher from term to term.
- D. No charge shall be made to the student beyond the actual cost of the photocopying.

## **Compilations**

### **References:**

Basic Books, Inc. v. Kinko's Graphics Corp. (S.D.N.Y. 1991) 758 F.Supp. 1522; and Princeton University Press v. Michigan Document Services, Inc. (6th Cir. 1996) F.3d 1381

Permission from the copyright owner should be obtained when using excerpts of copyrighted work to create anthologies or “course packs,” even if the excerpts fall under the definitions in the “fair use” doctrine.

## **Online Courses**

### **References:**

The TEACH (Technology, Education and Copyright Harmonization) Act;  
U.S. Code 17, Copyright Act, Sections 110(2) and 112

The Teach Act provides instructors greater flexibility to use third party copyrighted works in online courses. An individual assessment will be required to determine whether a given use is protected under the Act. The following criteria are generally required:

The online instruction is mediated by an instructor.

The transmission of the material is limited to receipt by students enrolled in the course.

Technical safeguards are used to prevent retention of the transmission for longer than the class session.

The performance is either of a non-dramatic work or a “reasonable and limited portion” of any other work that is comparable to that displayed in a live classroom session.

The work is not a textbook, course pack, or other material typically purchased or acquired by students for their independent use and retention, including commercial works that are sold or licensed for the purposes of digital distance education.

The District does not know, or have reason to know, that the copy of the work was not lawfully made or acquired.

The District notifies students that the works may be subject to copyright protection and that they may not violate the legal rights of the copyright holder.

## **Obtaining Permission to Use Copyrighted Material**

Faculty members and others shall honor all obligations to obtain permission to use copyrighted material as defined by the copyright holder(s).

### **Approvals:**

Standards and Practices: March 1, 2021

Academic Senate: May 12, 2021

Classified Senate: May 11, 2021

Cabinet: September 3, 2021



# AP 3810 Claims Against the District

Reference:

**Education Code Section 72502; Government Code Sections 900 et seq.; 910 et seq., and 935**

## Verified Claims

The filing of a verified claim is the presentation of a formal claim against the District.

The procedures for filing a verified claim by a claimant and the required response by the District is regulated by various governmental codes.

(a) Claims forms are available in the following District offices:

Superintendent/President  
Human Resources  
Business Office.

(b) A verified claim must be filed with the District within six (6) months from date of accident (Government Code, Section 911.2).

(c) A claim, or any amendment thereto, or an application to allow to present a late claim, shall be presented to the District by:

- Delivering it to the Office of the Superintendent/President
- Mailing it to the Office of the Superintendent/President, 570 Golden Eagle Avenue, Quincy, California, 95971. (Government Code, Section 9116.)

(d) An extension of time to file a verified claim may be permitted under certain limited circumstances (Government Code, Section 911.6):

(e) Timing for action by the Board of Trustees (Government Code, Section 912.4):

- (1) The Board shall act on a verified claim within forty-five (45) days.
- (2) By mutual written agreement, the deadline to file a claim may be extended.
- (3) If the Board fails to act, the claim shall be deemed to have been rejected after forty-five (45) days.

(f) Limitation for suits filed against the District (California Government Code, Section 945.6):

- (1) If written notice of denial of the claim is sent, claimant has six (6) months to file suit.

- (2) If written notice is not given and the claim is rejected by “no action” then after forty-five (45) days claimant has two (2) years from the accrual of the cause of action to file suit.
- (3) If the Board takes written action subsequent to “no action” the six (6) months’ limitation is put back into effect from the date of the written notification. This action would not be deemed to extend the two (2) year limitation.

In all cases the District will coordinate and process claims through its third-party claims administrator as provided by the District’s property/liability insurance program.

### **Verified Claim Letters**

There are several versions of letters that could be sent in response to a verified claim for damages filed against the district. The letter that is sent will depend upon the specific action the District is taking in response to the claim. Verified claim letters will be processed by the District’s third-party claims administrator.

Title and Reference Updated: November 16, 2018

Reference: BP #3810

Approvals:

Cabinet: April 23, 2003

## **AP 3820 Gifts**

Reference:

**Education Code Section 72122**

Donations of gifts and/or financial contributions should be directed to the Office of the Superintendent/President, Feather River Community College District, 570 Golden Eagle Avenue, Quincy, California 95971

A letter from the donor should provide the following information:

- The intent of the donation/contribution, i.e., for use by the college at its discretion; or for use by Art Department (or other specific department); for improvement of facilities; for student scholarships; etc.
- Any legal limitations on the donation/contribution (see BP 3820).
- The name of the individual or organization to be acknowledged for the donation/contribution.

All donations of gifts and/or financial contributions except for funds raised through organized efforts by college clubs or departments are required to be accepted by the Board of Trustees. Once accepted, a letter of acknowledgement which may be used to document the donation/contribution for tax purposes will be issued by the Office of the Superintendent/President.

Reference: BP #3820

Approvals:

Cabinet: March 11, 2008

## **AP 3900 Speech: Time, Place, and Manner**

Reference:

**Education Code Sections 76120, 66301**

The students and employees of the District and members of the public shall be permitted to exercise their rights of free expression subject to the time, place and manner, ascribing to the policies contained in Board Policy 3900 and these procedures.

All areas of the District are non-public forums, except for designated areas generally available to students and members of the public, as follows:

- The areas generally available to students and members of the public are defined as grassy areas, walkways, and other similar common areas and are limited public forums. The District reserves the right to revoke that designation and apply a non-public forum designation.
- The District reserves the right to designate areas as non-public forums as necessary to prevent the substantial disruption of the orderly operation of the college. Grounds and facilities of the college that are non-public forums specifically include campus offices, classrooms, warehouses, maintenance yards, athletic fields, locker rooms, and any other area not specific above.

The use of areas generally available to students and members of the public is subject to the following:

- Persons using areas generally available to students and members of the public and/or distributing material in the areas generally available to students and members of the public shall not impede the progress of passersby, nor shall they force passersby to take material.
- No person using the areas generally available to students and members of the public shall touch, strike or impede the progress of passersby, except for incidental or accidental contact, or contact initiated by a passerby.
- Persons using areas generally available to students and members of the public shall not use any means of amplification that creates a noise or diversion that disturbs or tends to disturb the orderly conduct of the campus or classes taking place at that time.
- No persons using the areas generally available to students and members of the public shall solicit donations of money, through direct requests for funds, sales of tickets or otherwise, except where he or she is using the areas generally available to students and members of the public on behalf of and collecting funds for an organization that is registered with the Secretary of State as a nonprofit corporation or is an approved Associated Students Organization or club.
- To the extent that the college is committed to providing space, situations with extreme repeatability can be reviewed by the Office of Student Services.

Non-student, community groups wishing to engage in speech or expressive activities on campus, in the areas designated as public forums, must check in with the District to the Chief Student Services Officer prior to engaging in the activities. This does not involve an advance approval process. No illegal activities will be permitted, no activities that violate District or campus rules, including rules and laws on illegal harassment and discrimination, and none that will substantially interfere with or disrupt activities already scheduled for that day and time in the designated areas, as described below. In the event the area sought to be used for expressive activities has already been reserved for another activity so that there will be substantial interference or disruption based on noise, overcrowding, or other considerations unrelated to content, the District will offer alternative available areas or if none are available offer alternative dates. Students, outside organizations, and others are encouraged to make reservations in advance to use the areas for their expressive activities through the use of optional reservation forms.

All persons using the areas of the college generally available to students and members of the public shall be allowed to distribute petitions, circulars, leaflets, newspapers, and other printed matter. Such distribution shall take place only within the areas generally available to students and members of the public. Material distributed in the areas generally available to students and members of the public that is discarded or dropped in or around the areas generally available to students and members of the public other than in an appropriate receptacle must be retrieved and removed or properly discarded by those persons distributing the material prior to their departure from the areas generally available to students and members of the public that day.

Posting: Students shall be provided with bulletin boards for use in posting student materials at campus locations convenient for student use. Postings may be put up with tacks or tape, but not with staples. All materials displayed on a bulletin board shall clearly indicate the author or agency responsible for its production and shall be dated with the removal date by the Chief Student Services Officer's office. Materials displayed shall be removed after the posted removal date. Postings may be denied at the discretion of the Chief Student Services Officer's office, particularly when postings may be in violation of policy.

Reference: BP #3900

Approvals:

Academic Senate: November 9, 2016

Classified Senate: August 15, 2016

Cabinet: December 2, 2016

## CHAPTER 4

### Academic Affairs

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# AP 4010 Academic Calendar

Reference:

**Education Code Section 79020; Title 5, Section 55700 et seq., Section 58142**

The Academic Calendar Committee establishes an academic calendar proposal for the following year, which must be ratified by the full-time faculty union.

In conformance with AP 2510 Participation in Local Decision Making, the Academic Calendar Committee shall be comprised of the Vice-President Instruction/CIO and one additional administrator, two Academic Senate faculty, the Registrar, and one Associated Students' representative.

Composition of the Academic Calendar Committee is subject to contract negotiation. (See Article 18 on Calendar, Agreement between Feather River Federation of Teachers AFT/CFT, AFL-CIO, and Feather River Community College District.)

The number of days in the academic calendar is defined in the current full-time faculty contract.

## **Holidays in any given year include the following:**

- Independence Day (\*July 4th )
- Labor Day (First Monday in September)
- Veteran's Day (\*November 11th )
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving Day (Fourth Friday in November)
- Holiday Recess (7 days prior to January 2nd)
- Martin Luther King Jr. Birthday (Third Monday in January)
- Lincoln's Birthday (\*)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)

The Board of Trustees or the Superintendent/President, as its designee, may close the college and offices on other dates when good reason exists.

\* Please refer to Education Code 79020 for laws regarding regulating the scheduling of Lincoln's Birthday, Veterans Day, and holidays that fall on weekends. In addition, the California Community College Chancellor's office lists recommended holidays.

Reference: BP #4010

Approvals:

Academic Senate: February 9, 2022

Classified Senate: February 22, 2022

Cabinet: May 4, 2022

# AP 4020 Program Curriculum and Course Development

Reference:

**U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended; Title 5 Sections 51021, 55000 et seq., and 55100 et seq. Accreditation Standard II.A**

Program and curriculum development are academic and professional matters that are initiated by faculty within the departments and submitted through the approval process established by the Curriculum Committee under the jurisdiction of the Academic Senate. The Vice-President Instruction/CIO provides administrative oversight for the process. The Curriculum Committee reviews courses, programs, and other curricula proposals, revisions, and retirements in a manner that meets each of the requirements under Title 5, Section 55201(b.1), and those specified in the college's curriculum review process. The District shall develop and offer programs and curricula in ethnic studies, programs and curricula that infuse a global perspective into the curricular offerings, and programs and curricula that include instruction on the perspectives of persons with low socioeconomic status in the topic.

The District shall provide annual certification to the California Community Colleges Chancellor's Office pertaining to the approval of credit courses and credit programs as required under Title 5 Sections 55100 and 55130.

## **Curriculum Committee Composition**

- The Curriculum Committee shall be made up of the Vice-President Instruction/CIO (ex-officio), Division Chairs, Articulation Officer, two Academic Senate representatives, Classified Staff representative (academic advisor), and Associated Student Body President. The Academic Senate President acts as an ex-officio member of the committee.
- Chairperson: The Vice-President Instruction/CIO shall be the chair of the Curriculum Committee. It shall be the responsibility of the chair to:
  - Prepare the agenda, and to schedule meetings
  - Assemble and distribute data relative to the agenda
  - Prepare and distribute minutes of the meetings
  - Prepare and distribute curriculum materials for Board of Trustees approval
  - Archive retired and revised course outlines
  - Appoint designee (preferably the senior division chair on the committee) to chair meetings in their absence.
- Procedures: The Curriculum Committee will meet twice monthly during the normally scheduled academic year. Any member of the committee may request the presence of any staff member as a resource person at the meetings.



## **Shared Governance**

- The Curriculum Committee provides recommendations to the Academic Senate regarding educational curricular issues.
- The Academic Senate delegates to the Curriculum Committee, without forfeiting its rights or responsibilities under Title 5, Section 53200-53204, the responsibility to review proposed revisions or additions to program curricula, new program proposals, and certain limitations on enrollment using the curriculum review process.
- Function: The Curriculum Committee shall be the highest authority in the District for the interpreting of the implementation of Title 5 before such issues go to the Academic Senate and ultimately the Board of Trustees. The responsibility of the Curriculum Committee is to ensure the coordination and compatibility of curriculum in the District through resolution of articulation conflicts and curriculum planning.

## **Scope of Responsibility**

- The Curriculum Committee reviews proposed revisions or additions to program curricula including certificates, new program proposals, and certain limitations on enrollment. Such proposals shall emerge from faculty within their respective disciplines. Although curriculum proposals may originate at any point within the District, it is recognized that curriculum changes and new course proposals generally flow from the departmental level through the division to other points within the approval process.
- The Curriculum Committee reviews courses in a manner that meets each of the requirements under Title 5, Section 55201(b.1), and those specified in the college's curriculum review process.
- If substantive changes to course outlines are approved by the Curriculum Committee, the course outline must be re-evaluated for transferability, under the leadership of the Articulation Officer. Minor changes, as determined by the Committee, do not require this re-evaluation.
- In addition, the Curriculum Committee's scope of responsibility includes all of the following:
  - Reviews all proposals for new courses and/or programs to determine their appropriateness in the overall college curriculum.
    - These proposals will appear first as discussion items for review. When all points have been clarified, at this or subsequent meetings, the item will then go on the committee's consent agenda for approval.
  - Determines and approves the appropriate category of courses under Title 5 standards (degree-applicable credit courses, non-degree applicable credit courses, non-credit courses, community service courses.)

- Determines and approves the purpose of such courses (transfer/non-transfer, AA applicable, vocational, remedial), the number of credit units awarded, and grading methods.
- Provides recommendations to the Academic Senate and College President in the area of college-wide curricular/instructional issues, e.g., course prerequisites, grading policies, add/drop procedures, graduation requirements, general education requirements, etc.
- Provides other related recommendations requested by the Academic Senate or College President.

### **Review of General Education**

Annually, the college shall review the General Education requirements for degree-seeking students to establish that the structure and courses included are still supported by the faculty and still in compliance with all other provisions of this policy and with the law. The Curriculum Committee is responsible for conducting this review, guided by the Articulation Officer who serves on the committee and with input from the Divisions.

### **Curriculum Review Process**

Step-by-step processes for submitting curricular revisions are outlined below.

#### **New Program Proposals (degree or certificate) or Major Program Revisions**

1. Faculty member(s) or other employees of the District may develop proposals for new programs. Common courtesy dictates that proposals are discussed within the appropriate Division and the Vice-President Instruction/CIO at logical points during this process. Proposals should include the following and should follow the Program and Course Approval Handbook (PCAH) issued by the Chancellor's Office:
  - a. Justification for new program, including information on projected FTES, student need, and industry/job demand.
  - b. Resource needs, including faculty, facility, equipment, supplies, library, etc.
  - c. Curriculum, including required "core" courses, electives, (as appropriate) and total units.
  - d. Course outlines for all courses, whether new or existing.
  - e. For vocational programs / courses, evidence of advisory committee review and/or approval.
  
2. Complete proposals are to be submitted to the Office of Instruction for review and inclusion in the Council on Instruction agenda. The Council on Instruction will review the proposal and make recommendations regarding implementation of the proposal based on its fit within the college's mission. Upon approval by the Council on Instruction, the proposal will then be submitted to the Curriculum Committee for review and approval. The Office of Instruction prepares and distributes the agenda four working days prior to the meeting date of the Curriculum Committee. The originator(s) of the proposal should attend all meetings where the proposal is on the agenda to address questions and receive feedback. Without this representation, the Curriculum Committee may elect to table the item.

3. All actions of the Curriculum Committee will be forwarded, via the Vice-President Instruction/CIO, to the Academic Senate for final approval. Minutes are prepared by the Recording Secretary for submittal to the Curriculum Committee for approval by voting members. Per the joint agreement, the Curriculum Committee shall give notice of its recommendation to the Academic Senate President in a timely fashion.
4. Approval of curricular additions or revisions by the Curriculum Committee does not suggest funding will be available.
5. Approved curriculum items requiring District Board of Trustees' approval are transmitted to the Superintendent/President for placement on the Board agenda.
6. If approved by the Board of Trustees, appropriate items are forwarded by the Office of Instruction to the Chancellor's Office of the California Community Colleges. (New programs must be approved by the State Chancellor's Office.)
7. Proposals emerging from the Vocational and Technical Division must be approved by the North Far-North Regional Consortium prior to submission to the State Chancellor's Office.
8. The Office of Instruction will take all appropriate steps to implement all actions approved by the Board of Trustees and/or college-approved items not requiring Board action, including communicating changes that impact other campus entities (e.g., Registration Services).
9. Course outlines for all approved programs and courses will be reviewed and updated at least every four years.

**Course Outlines of Record (CORs): new or revised**

1. Faculty member(s) or other District employees may develop new or revise existing course outlines.
2. Outlines are to be submitted to the Office of Instruction via the process described in the Curriculum Handbook for review and inclusion in the Curriculum Committee agenda. The Office of Instruction prepares and distributes the agenda four working days prior to the meeting date of the Curriculum Committee.
3. The originator(s) of the proposal should attend all meetings where the proposal is on the agenda to address questions and receive feedback. Without this representation, the Curriculum Committee may elect to table the item. In the originator(s) absence and if changes are minor, the appropriate Division Chair is responsible for communicating such recommendations to them. Such approval does not suggest funding will be available.

4. All actions of the Curriculum Committee will be forwarded, via the Vice-President Instruction/CIO, to the Academic Senate for final approval. Minutes are prepared by the Recording Secretary for submittal to the Curriculum Committee for approval by voting members.
5. Upon review, if the Academic Senate approves the outline, the course may be offered.
6. The Office of Instruction will communicate changes that impact other campus entities (e.g., Advising).
7. An additional curriculum evaluation component will occur for courses where 51% or more of the course is delivered remotely (i.e. Distance Education) via the established distance education addendum. See BP/AP 4105 Distance Education.

### **Instructor's Formal Agreement to Teach the Course as Described**

Instructors will be provided with a copy of the course outline of record for all courses to which they are assigned. By accepting employment with the District, faculty agree to teach in accordance with the course outline.

### **Credit Hour**

- One credit hour of community college work (one unit of credit) shall require a minimum of 48 semester hours of total student work, which may include inside and outside-of-class hours. A course requiring 96 hours or more total student work shall provide at least 2 units of credit.
- Courses will be assigned unit values to the nearest 0.5-unit increment.
- Guidelines for class hours and credit unit are as follows:
  - Each lecture class hour is presumed to require two hours of study. Thus 1 hour lecture + 2 hours study = 3 hours "recitation and study" = 1 unit of credit.
  - "Pure" laboratory hours are presumed to confine all student activity to the laboratory itself (i.e., homework is not a condition of laboratory experiences as it is with lecture hours). Thus, 3 hours of laboratory = 1 unit of credit.
  - Laboratory hours which either regularly include lecture and/or homework as a condition of the laboratory activities (as in writing laboratories or art studios) we have interpreted as combining "recitation" or "study" and laboratory activities. In such cases, we have allowed the following:
    - 2 hours of laboratory + 1 hour lecture = 3 hours = 1 unit, OR
    - 2 hours of laboratory + 1 hour recitation = 3 hours = 1 unit, OR
    - 2 hours of laboratory or lecture/lab demonstration + 1 hour study = 3 hours = 1 unit.
  - Practicum, field, or clinical experience presumes five hours of weekly student activity as the equivalent of three hours of classroom instruction/activity (laboratory) to equal one unit of credit. Practicum,

field, or clinical experience requires the student to perform psychomotor skills in an applied situation on a repetitive basis. This experience is under general supervision while the student is learning and is usually based upon demonstrated skill improvement or mastery.

For purposes of federal financial aid eligibility, a “credit hour” shall not be less than:

- One hour of classroom or direct faculty instruction and a minimum of two hours of out of class student work each week for approximately 15 weeks for one semester or trimester hour of credit.

Reference: BP #4020, AP #2510

Approvals:

Academic Senate: October 11, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# **AP 4021 Program Revitalization, Reorganization, and Discontinuation**

## References:

**Education Code Section 78016; Title 5 Sections 51022 and 55130;  
ACCJC Accreditation Standard II.A.15**

## **Philosophy and Purpose**

The Feather River Community College District is committed to upholding the vitality and integrity of its educational programs that support the mission of the College through processes of regular and ongoing evaluation. An instructional (educational) program is defined as a discipline and/or as an organized sequence or grouping of courses leading to a defined objective such as a major (area of emphasis), degree, or certificate. Primary consideration in the decision to consider program discontinuance will be given to the service the program provides to the college community, not to budgetary considerations. Only programs with low or declining enrollment, decreasing demand for service, or clear obsolescence will be considered for discontinuance.

This procedure delineates a transparent and data-driven process to consider the relevant issues and to bring an appropriate and timely resolution regarding program revitalization, reorganization, or discontinuation. While the intent of this procedure is to outline a proactive process to provide recommendations to the District for implementation, it is understood that the Board of Trustees has ultimate authority independent from this procedure as may be necessary in the event of fiscal emergencies or extraordinary circumstances.

## **A program revitalization, reorganization, or discontinuance review will be initiated and carried out according to the following steps:**

1. Program revitalization, reorganization, or discontinuation discussions can be initiated by administration, faculty, or Academic Senate. A request for program analysis shall be sent to the Chief Instruction Officer (CIO) and will include a brief explanation of the rationale for the request. The CIO will consult with the Academic Senate President on whether to move the recommendation forward to the Superintendent/President.
2. A Task Force will be convened that consists of the Dean of Instruction/CIO (CIO), the division chair, the institutional researcher (as a non-voting member), Chief Financial Officer (as a non-voting member), an academic advisor, two faculty members who are not members of the program appointed by the

Academic Senate.

The Task Force will be co-chaired by the CIO (or designee) and one faculty member to be chosen by the members of the Task Force. The Co-chairs' responsibilities include, but are not limited to, the following:

- Consult with the institutional researcher and other resources to gather information to determine the disposition of the program(s) identified as having a declining enrollment trend
- Arrange a meeting with a spokesperson from the program under review
- Prepare a written summary of each meeting
- Produce a Task Force Recommendation Report

3. Program Analysis involves an assessment of quantitative and qualitative measures of program health. The Task Force will reach agreement on the measures to be used in the program analysis, these will typically include measures such as those listed below:

Quantitative measures:

- Total student enrollment
- Number of class sections offered
- Fill rates/caps
- FTES
- FTES/FTEF
- Term-to term persistence of students in the program
- Retention
- Student Success (C or better)
- Number of graduated/certified students from the program
- Expense or annual cost/FTES trends
- Labor market demand: vocational and avocational
- Number of program/area transfers

Qualitative measures:

- Impact on the general education curriculum or the curriculum of other programs
- Impact on the ability of students to complete their degree or certificate or to transfer (this includes maintaining the catalog rights of students)
- The College's ability or inability to provide the resources to maintain the program
- Balance of college curriculum
- Replication of programs in the surrounding area and their efficacy
- The potential impact on diversity at the College
- Alignment with Chancellor's Office priorities, college mission, accreditation standards, and state and federal law
- Effects on local business and industries- i.e., declining market/industry demand (local, regional)

- Employment outlook – regional, national and international
- Potential impact on the community
- Availability of the program at other community colleges
- If this is a grant-funded program, what was the agreed institutional commitment for the campus to continue this program?
  - Describe additional financial resources that would be required to sustain the program on an annual basis such as: Faculty compensation FT/PT, Support Staff compensation, Facilities costs, Equipment costs, Supplies cost

The institutional researcher will be responsible for completing the quantitative data and the task force members will be responsible for researching and gathering the qualitative data. When data collection is complete, the faculty from the program shall be given the opportunity to review and/or supplement the data. The Task Force will then commence analysis of all data.

4. Subsequent to review of all of the relevant information, the Task Force will prepare a report that consists of a summary and analysis of the data and a final recommendation. The report will include a tally of the final vote and reasons for any disagreement among Task Force Members.

The faculty who teach in the program under review will have the opportunity to review the initial report for findings of fact and craft a formal response that shall become part of the final report. The CIO will submit the final report to the Superintendent/President.

The two possible recommendations that may be provided by the Task Force include:

A. Program Revitalization or Reorganization: A program may be recommended to continue with qualifications. These qualifications may include specific interventions designed to improve the viability of the program, such as training and professional development, curriculum changes, reallocation of resources, a new full-time faculty position, or restructuring the program.

The report for program reorganization or revitalization shall include:

- Detailed description of recommended interventions
- Timeline during which these interventions will occur
- Expected outcomes following program revitalization
- Plan for program re-evaluation that includes a timeline for feedback regarding program viability from the CIO to the Superintendent/President and Academic Senate

B. Program Discontinuance: A recommendation to discontinue a program will occur when, after a full evaluation study, it is concluded that it is no longer in



the best interest of the College, its students, and the larger community for the program to continue.

The report shall include the following:

- Detailed plan and recommended timeline for phasing out the program that minimizes the impact on students, faculty, staff and the community
- Impact report explaining how phasing out the program will affect students, faculty, staff, and the community, as well as the balance of the college's curriculum
- Amount of cost savings achieved of the program's discontinuance
- Recommendations for how currently enrolled students may complete their educational objectives through alternative means
- Requirements of collective bargaining for faculty and staff, including application of policies for reduction in force and opportunities for retraining of faculty and staff

5. The Superintendent/President has full responsibility and authority to implement the recommendation as designee of the Board of Trustees. If the Superintendent/President concurs with the Task Force recommendation, the Superintendent/President will direct the appropriate administrators to work with faculty and staff to create a detailed plan for implementation.

If the Superintendent/President decides not to implement the recommendation for revitalization, suspension, or discontinuance, then he or she shall communicate the reasons in writing to the College community.

Reference: BP #4021

Approvals:

Academic Senate: November 20, 2017

Classified Senate: November 20, 2017

Cabinet: January 16, 2018

# AP 4022 Course Approval

References:

**Title 5 Sections 55100 and 55150**

## **Credit Courses**

Procedures for submitting for Board approval individual degree-applicable credit courses offered as part of an educational program approved by the California Community Colleges Chancellor's Office.

Procedures for course approval of non-degree applicable credit courses and degree-applicable credit courses that are not part of a permitted educational program must address at least the following:

- These courses must be approved by the curriculum committee.
- The individuals on the curriculum committee must have received the training provided for in Title 5 Section 55100
- Unless modified to properly address the reasons for denial, no courses may be offered that were previously denied separate approval by the California Community Colleges Chancellor's Office.
- Students may only count a limited amount of semester or quarter units approved toward satisfying the requirements for a certificate or completion of an associate degree.
- Regulatory limits on the number of courses that may be linked to one another by prerequisites or co-requisites.
- All courses approved must be reported to the California Community Colleges Chancellor's Office.

## **Non-Credit Courses**

Districts may approve non-credit courses pursuant to Title 5 Section 55002 and the California Community Colleges Chancellor's Office Program and Course Approval Handbook. Procedures for course approval of non-credit course must address at least the following:

- The curriculum committee and District governing board have approved each non-credit course pursuant to Title 5 Section 55002 and the California Community Colleges Chancellor's Office Program and Course Approval Handbook.

- The District promptly reported all non-credit courses approved by the District governing board to the California Community Colleges Chancellor's Office Curriculum Inventory Management Information Systems.
- District personnel involved in the non-credit course approval process, including curriculum committee members, received training regarding the rules, regulations, and local policies applicable to the approval of non-credit courses, including but not limited to, the provisions of Title 5 Section 55002 and the California Community Colleges Chancellor's Office Program and Course Approval Handbook.
- The District governing board has established a local policies or procedures specifying attendance counting consistent with Education Code Sections 84030 et seq.
- Annual certification to the California Community Colleges Chancellor's Office before the conclusion of each academic year that the District has complied with the requirements of Title 5 Section 55150 relating to the approval of non-credit courses.

Approvals:

Academic Senate: March 10, 2021

Classified Senate: November 10, 2020

Cabinet: May 5, 2021

## **AP 4025 Philosophy and Criteria for Associate and Baccalaureate Degrees and General Education**

Reference:

**Title 5 Section 55061 et seq.; ACCJC Accreditation Standard II.A (formerly II.A.3), Baccalaureate Degree Pilot Program Handbook, AB 1725**

The Curriculum Committee shall have authority to define the graduation requirements for students seeking associate and baccalaureate degrees including General Education requirements and what courses shall fulfill those requirements, as well as coursework to be accepted for the requirements of each major. The Curriculum Committee shall be guided by BP 4025, Title 5 Section 55061, 55062, and 55063, the Baccalaureate Degree Pilot Program Handbook and this administrative procedure. In establishing or modifying General Education requirements, the Committee shall seek ways to create coherence and integration among the separate requirements.

All graduation requirements, including degree and General Education shall be published in the college catalog or as an addendum to the catalog if degree requirement changes are to be implemented prior to the publishing of the next catalog. All addendum information shall be made available to advisors and counselors in a timely manner and shall be made public in electronic form on the college's website.

### **Philosophy and Criteria for Associate Degrees**

General Education must account for a minimum of 18 semester units and up to 24 units of a student's overall college units, in the following arrangement.

**Area A: Communication and Language:** Courses in communication and language are those that develop for the student the principles and applications of language toward logical thought, clear and precise expression and critical evaluation of communication in whatever symbol system the student uses.

**Area B: Natural Science and Quantitative Reasoning:** Courses in the natural sciences are those that examine the physical universe, its life forms, and its natural phenomena. To satisfy the General Education requirement in natural sciences, a course shall be designated to help the student develop an appreciation and understanding of the relationships between science and other human activities. This category would include introductory or integrative courses in astronomy, biology, chemistry, general physical science, geology, mathematics, physical geography, physical anthropology, physics and other scientific disciplines.

**Area C: Humanities:** Courses in the humanities are those that study the cultural activities and artistic expressions of human beings. To satisfy the General Education requirement in the humanities, a course shall be designed to help the student develop an awareness of the ways in which people throughout the ages and in different cultures have responded

to themselves and the world around them in artistic and cultural creation, and help the student develop aesthetic understanding and an ability to make value judgements. Such courses could include introductory or integrative courses in the arts, foreign languages, literature, philosophy, and religion.

**Area D: Social and Behavioral Sciences:** Courses in the social and behavioral sciences are those that focus on people as members of society. To satisfy the General Education requirement in social and behavioral sciences, a course shall be designed to develop an awareness of the method of inquiry used by the social and behavioral sciences. It shall be designated to stimulate critical thinking about the ways people act and have acted in response to their societies and should promote appreciation of those societies and how social subgroups operate. This category would include introductory or integrative survey courses in cultural anthropology, cultural geography, economics, history, political science, psychology, sociology and related disciplines.

**Area E: American Institutions:** One course as defined by the Curriculum Committee and specified in the college catalog.

**Area F: Wellness:** As defined by the Curriculum Committee and specified in the college catalog.

Students pursuing an associate degree shall have the option of substituting the California State University (CSU) Breadth General Education or the Intersegmental General Education Transfer Curriculum (IGETC) requirements for the college's General Education requirements.

### **Philosophy and Criteria for Baccalaureate Degrees**

Students completing a baccalaureate degree shall complete the CSU General Education pattern or Intersegmental General Education Transfer Curriculum general education pattern.

The college shall require a minimum of six additional semester units of upper division General Education courses. Upper division General Education courses should come from at least two disciplines outside of the major, one of which must have an emphasis in written communication, oral communication or computation. The Curriculum Committee shall define the relevant upper division coursework required at the college for completion of a baccalaureate degree.

Upper division courses are defined as requiring lower division knowledge and applying that knowledge as demonstrated measures of critical thinking through writing, oral communication or computation. Upper division coursework may also encompass research elements, workforce training, apprenticeships, internships, required practicum or capstone projects. Upper division courses typically will have one or more lower division or upper division prerequisites that have been established using content review of the entry skills necessary to be successful as outlined in Title 5, Section 55003. Courses that

have been designated as upper division are only intended to be applicable to baccalaureate degrees.

Reference: BP #4025

Approvals:

Standards and Practices: May 3, 2016

Academic Senate: December 14, 2016

Classified Senate: January 23, 2017

Cabinet: February 3, 2017

# **AP 4040 Library and Other Instructional Support Services**

Reference:

**Education Code Section 78100; Accreditation Standard Two**

## **Library Privileges and Obligations**

**Library Privileges:** borrowing privileges are extended to all Feather River College employees, currently registered Feather River College students and Board of Trustees.

**Library Obligations:** The borrower is responsible for returning materials on time. Fines may be charged for overdue material. Grades transcripts, diplomas, and registration privileges may be withheld until material is returned and fines paid. In the event library material is lost or destroyed, the borrower may be charged processing fees in addition to the replacement cost of the material. The current fine and fee schedule is posted at the Circulation Counter.

**Library Materials Selection:** The primary function of the Feather River College Library is to provide instructional materials and associated support services to the college community, students, faculty and support staff under standards and conditions conducive to the free exercise of intellectual inquiry. Accordingly, the great majority of materials selected for the Library shall substantially reflect the established curriculum of the college as it is described in the college catalog and other official documents. Additional material will be selected to meet the general educational needs of the students served by the Library.

Within the scope of its philosophy and resources, the Library may augment rather than duplicate those services, materials and functions, which are characteristic of community and public school libraries.

Authority and responsibility for materials selection lies with the Director of the Library who shall:

1. Utilize the standard professional reviewing tools and subject bibliographies appropriate to the two-year college for purposes of materials selection and collection development;
2. Solicit college faculty recommendations and suggestions in the selection of material having specific relevance to respective disciplines;
3. Assess the annual circulation record of the Library to determine approximate levels of use for each subject area represented in the collection; and
4. Review changes and revisions in the college curriculum, which may affect materials selection in related subject areas.

The process of materials selection for the Library shall be governed by those basic principles of intellectual and academic freedom promulgated in the Library Bill of Rights and the School Library Bill of Rights of the American Library Association.

Reference: BP #4040  
Approvals:  
Cabinet: September 13, 2004



## **AP 4050 Articulation**

Reference:

**Title 5, Sections 51022(b) and 55051; Accreditation Standard II.A.10 (formerly II.A.6.a) 6.a, Education Code section 66720-66744**

The College's Superintendent/President shall establish procedures that assure appropriate articulation of the Feather River Community College District's educational programs and courses with proximate high schools, community colleges and baccalaureate level institutions.

The procedures also may support articulation with institutions, including other community colleges and those that are not geographically proximate, but that are appropriate and advantageous for partnership with the District.

The campus Articulation Officer shall:

1. Serve as a member of the college's curriculum committee.
2. Serve as a resource to faculty in the curriculum development process to ensure that all appropriate courses can and are articulated with proximate educational institutions and other institutions that are appropriate and advantageous to the District.
3. Submit annual curriculum changes to the University of California, California State University systems and the IGETC and ASSIST programs for acceptance of transfer credit.
4. Submit new and revised course outlines to the University of California and California State University systems (IGETC and ASSIST) for inclusion into general education agreements. If course are not approved by a specific system, the articulation officer will work with the faculty to facilitate changes in the course outline to approval of the course.
5. In consultation with the Dean of Instruction/CIO, the faculty, and the Chief Student Services Officer, initiate and maintain articulation agreements with public and independent associate and baccalaureate institutions within and outside the State of California as appropriate and advantageous to the college.
6. Working with the faculty, submit new and revised course outlines to associate and baccalaureate institutions for course-to-course articulations.
7. Review student records, as submitted by new students to the college, to determine course-by-course articulation from associate and baccalaureate institutions to determine if courses submitted meet the college's degree requirements.
8. Working with the registrar, advising and counseling, and the faculty, maintain the articulation tables within the college's degree audit system.
9. Maintain a publicly accessible list of program and course-to-course articulation agreements on the college's website.

Reference Updated: September 25, 2017

Reference: BP #4050

Approvals:

Student Service Council: April 11, 2007

Curriculum: March 5, 2008

Academic Senate: August 12, 2008

Cabinet: September 9, 2008

# **AP 4070 Auditing and Auditing Fees**

Reference:

**Education Code Section 76370**

## **Responsibility of Students Auditing courses**

Students who audit classes will be expected to participate in all class activities with the exception of examinations. Auditors who fail to participate or to attend classes will be subject to being dropped from the class. Auditors are expected to provide all course materials.

## **Requirements for Auditing Classes**

Classes may be audited if:

- The course is designated specifically by the college as eligible for audit'
- The student is ineligible to enroll for credit because the course has already been taken the maximum number of times; and
- The admission of audit students will not result in a credit student being denied access.

## **Registration Procedure**

- File a written petition in the Records Office requesting permission to audit a class and stating the specific reason for the request. Instructors should not be petitioned for audit status.
- Priority in class enrollment shall be given to students who take the course for credit. Audit petitions will be approved the first day of class if the class remains open.
- Final determination to permit a student to audit a course will be made by the Dean of Instruction or a designee.
- Students may not change their audit status to credit status.

## **Auditing Fees**

Students enrolled in 6 or more units of credit classes at Feather River College will not be charged to audit 3 or fewer units. Students auditing more than 3 units will be charged at the \$15 per unit rate.

## **Limits on Auditing**

Students enrolled in classes to receive credit for ten (10) or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester.

Reference: BP #4070

Approvals:

Cabinet: March 17, 2004

# AP 4100 Graduation Requirements for Degrees and Certificates

Reference:

**Title 5, Sections 55060 et seq. and 55270 et seq.**

I. The governing board of the District shall confer the appropriate degrees and certificates to those students who have satisfactorily completed the requirements outlined below.

## II. Completion of Degrees

A. To be awarded a degree, students must satisfy the following requirements:

1. Complete all courses required for a major emphasis with a letter grade of “C” or better, except where classes are only available under “P/NP”, in which case students must receive a “P”.
2. Complete Title 5 competency requirements, including the completion of English 101, Composition & Reading I, and one 4-unit Math course at the level of Intermediate Algebra, or higher with a letter grade of “C” or better.
3. Maintain a minimum cumulative grade point average (GPA) of 2.0.
4. Submit a completed Degree/Certificate Graduation Application to the Admissions & Records Office before the published deadline.
5. Complete the requisite unit minimum without using:
  - a. Non-credit courses
  - b. Courses numbered 001-005
  - c. More than 6 units of activity courses
  - d. More than 16 units of Cooperative Work Experience (CWEE 102-122)
  - e. More than 6 units of General Work Experience (CWEE 010)

## B. Associate Degrees

1. In order to be awarded an associate degree from FRC, students must satisfy FRC residency through:
  - a. Completion of a minimum of 12 units at FRC and current enrollment at FRC at the time the application for graduation is submitted

**OR**

  - b. Completion of a minimum of 32 units at FRC prior to transfer.
2. Associate Degree (non AA-T or AS-T degrees)

In addition to satisfying the general completion of degree and FRC residency requirements, to be awarded an AA or an AS degree, students must satisfy the additional following requirements:

  - a. Completion of FRC's 23-unit general education plan as specified in the college catalog.
    - Area A: Communication (6 units) *Note: Must include English 101.*
    - Area B: Natural Science (7 units)
    - Area C: Humanities (3 units)
    - Area D: Social and Behavioral Sciences (3 units)

Area E: American Institutions (3 units)

Area F: Wellness (1 unit)

**OR**

Completion of the California State University System General Education (CSUGE) breadth pattern course

**OR**

Completion of the Intersegmental General Education Transfer Curriculum (IGETC) pattern.

- b. Completion of all courses within a major or concentration (minimum of 18 units) as specified in the college catalog.
  - c. Completion of a minimum of 60 semester units.
  - d. Students completing a high unit major (24 or more major units) are permitted to use up to 16 units of course work towards both the general education and major requirements. Students completing a low unit major (less than 24 major units) are only permitted to use 12 units of course work towards both general education and major units.
3. Associate Degrees for Transfer (AA-T & AS-T)  
In addition to satisfying the general completion of degree and FRC residency requirements, to be awarded an AA-T or an AS-T degree, students must satisfy the additional following requirements:
- a. Completion of the California State University System General Education (CSUGE) breadth pattern course OR the Intersegmental General Education Transfer Curriculum (IGETC) breadth pattern.
  - b. Completion of all courses within an AA-T or AS-T defined major or concentration (minimum of 18 units).
  - c. Completion of a minimum of 60 total CSU-transferable semester units with a minimum of a 2.0 GPA on all CSU-transferable coursework.
  - d. Students completing an associate's degree for transfer have no limitation of the number of units that can be applied to both general education and major units.

C. Bachelor's Degree

1. In order to be awarded a bachelor's degree from FRC, students must satisfy FRC residency through:
    - a. Completion of a minimum of 24 units at FRC and current enrollment at FRC at the time the application for graduation is submitted
- OR**
- b. Completion of a minimum of 64 units at FRC prior to transfer.
2. In addition to satisfying the FRC residency requirements, to be awarded a bachelor's degree, students must satisfy the additional following requirements:
    - a. Completion of a general education sequence appropriate to the completion of a bachelor's degree such as the California State University System General Education (CSUGE) breadth pattern, as approved by FRC Curriculum Committee.

- b. Completion of all courses within a bachelor's degree defined major or concentration (minimum of 24 upper-division units within the major).
- c. Completion of a minimum of six (6) upper-division units taken outside the major area of emphasis (i.e., upper-division general education coursework).
- d. Completion of a minimum of 120 total semester units.
- e. Students completing a bachelor's degree have no limitation on the number of units that can be applied to both general education and major units.

### III. Completion of Certificates

To be awarded a certificate, students must:

- A. Complete all required courses for the certificate for a letter grade of a "C" or better, except where courses are only available under "P/NP", in which case students must receive a "P".
- B. Complete at least 50% of the units required for the certificate at FRC.
- C. Submit a Degree/Certificate Graduation Application to the Admissions & Records Office before the published deadline.
- D. Definitions
  - 1. Certificates of Achievement
    - a. All certificates of 16 or more units
    - b. Certificates between eight (8) to 16 units may be submitted to the Chancellors' Office as Certificates of Achievement
  - 2. Certificates of Specialization
    - a. Less than 16 units
    - b. Local certificates are not necessarily approved by the Chancellor's Office and therefore will not appear on official student transcripts.
  - 3. Certificates of Completion
    - a. Non-credit
    - b. Approved by the Chancellor's Office and therefore will appear on student transcripts

The District may obtain approval of a direct assessment competency-based program from the California Community College Chancellor's office.

Reference: BP #4100

Approvals:

Academic Senate: February 8, 2023

Classified Senate: None

Cabinet: April 5, 2023

## **AP 4101 Independent Study**

Reference:

**Title V. Sections 55300 et seq.**

Independent Study is designed for a student who, due to special circumstances, cannot attend a class(es) as regularly scheduled. A student may only petition for FRC curriculum approved course(s). These courses are intended for transfer into a major and meet the requirements of a baccalaureate-level course. However, these courses may not meet intersegment General Education Transfer Curriculum (IGETC) certification requirements.

The Independent Study Contract form must adhere to the established registration deadlines and be turned into the Admissions and Records office accordingly. The Independent Study academic standards and evaluation procedures of students are the same as those applied to other credit courses and access to instructors is that commonly available to students in courses conducted by other instructional methods. If the requirements of the learning contract are not completed by the designated completion date, a grade of I or F will be awarded.

Reference: BP #4101, AP #4101 Learning Contract  
Approvals

Academic Senate: May 20, 2010

Cabinet: October 7, 2010

*Feather River College*  
**Learning Contract**  
**For Independent Student**

**DEFINITION OF INDEPENDENT STUDY:**

**INDEPENDENT STUDY** is designed for a student who, due to special circumstances, cannot attend a class (es) as regularly scheduled.

**APPLICATION/APPROVAL:**

1. The *Independent Study* form must be filed in the Admissions and Records Office during the first eight (8) weeks of classes.
2. The student and the instructor meet collaboratively to initiate the Independent Study contract.
3. The faculty member will electronically forward the Independent Study contract to the Administrative Assistant/CIO for review and approval by the Dean of Instruction/CIO.
4. The Instruction Office forwards the approved contract to the Instructional Scheduler for assignment of the course registration number.
5. The Instructional Scheduler will forward via email a copy of the final approved contract to the faculty member.
6. The faculty member will contact the student to inform them that they may now enroll.
7. The student enrolls online in the course and pays all applicable fees.





5. List all instructor responsibilities, not listed in #5 above, e.g., conferences, evaluation of reports, preparation of exams, etc.:

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6. List all required materials and books for the course:

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7. Specify evaluation procedures and grading criteria (*please be precise*):

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# **AP 4102 Advisory Committees for Occupational/Vocational Technical Programs**

## References:

**Title 5, Sections 55600 et seq. 34 Code of Federal Regulations Part 600 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended). ACCJC Accreditation Standard II.A. 14**

The Board of Trustees of Feather River Community College District, in order to ensure the relevance of Career and Technical Education (CTE) programs to local workforce and community needs and to promote effective communications with the community, authorizes the Superintendent/President, as its agent, to appoint citizens of the community to serve as members of CTE Program Advisory Committees.

To maintain program relevance and vitality, and to meet state and federal CTE program requirements, all CTE programs offering a degree and / or certificate, or those CTE programs that are required by the District to participate in the program review process, will have an active program advisory committee.

## 1. Advisory Committees shall fulfill the following roles:

- Review the goals and objectives of the program while focusing on the College Mission, Vision, and Values.
- Provide input to ensure that the program meets the present and future needs of the business/ industry sector they represent in the community.
- Review course and program-level Student Learning Outcomes (SLO) for relevance of education and training needed by the business/ industry sector they represent in the community.
- Provide faculty and administration with appropriate information about trends and changes in the business/ industry sector they represent in the community.
- Enhance public relations by developing community understanding and support for the program.
- Review pertinent program performance information (e.g., student success rates, student retention rates, SLO assessment results, and program enrollment data).

## 2. Advisory Committee Member Appointment/Approval Process:

Prior to the end of the spring semester:

- Advisory Committee members are nominated by program faculty.
- Nominations are discussed between faculty and the division chair and ratified by the CIO or designee.

## 3. Committee Chair:

- The committee chair may be an industry or external agency representative, or the lead faculty member in the program.
- In the case of large advisory committees, members may elect one or two chairpersons.

4. The program lead faculty member is responsible for calling meetings and working as the committee chair or with the committee chair to prepare meeting agendas and ensuring that meeting minutes are taken.

5. As much as possible, membership on the committee should be managed to ensure continuity.

6. Committee membership will meet any requirements of external funding sources.

7. The Superintendent/President and the Dean of Instruction/CIO of the Feather River College shall serve as ex-officio members of all Advisory Committees.

8. Notices, recommendations, and minutes of meetings will be maintained in the Office of Instruction for public review.

9. Advisory committees will have a minimum of four voting members, at least half of whom are industry or external agency representatives.

10. Committee membership should, when appropriate, include middle school and high school instructors identified in program pathways and articulation.

11. CTE Program Advisory Committees shall convene at least once annually and usually twice annually, once during the fall semester and once during the spring semester.

12. Feather River College employees or relatives of program faculty and staff may not serve as voting Advisory Committee members.

Feather River College requires that the competence of students completing vocational and occupational programs be documented through successful completion of rigorous written and hands-on assessment based on established course-level and program-level learning outcomes.

Reference Updated: January 20, 2016

Approvals:

Academic Senate: April 16, 2015

Classified Senate: April 20, 2015

Cabinet: September 3, 2015

## **AP 4103    Work Experience**

Reference:

### **Title 5. Section 55250 et seq**

Cooperative Work Experience Education (CWEE) at Feather River Community College District (FRCCD) is a program that provides students the opportunity to earn college credit for learning that takes place on the job. To ensure that learning takes place, for every unit of credit, students must have and implement a corresponding number of job-oriented learning outcomes.

Students who enroll in a CWEE course must purchase a CWEE handbook from the college bookstore. The handbook describes the program and all the procedures necessary for completion. The instructor/supervisor of CWEE will schedule three orientation sessions per semester where the process and procedures outlined in the booklet are explained. All new CWEE students are required to attend one or more orientations.

Students meet with their employers during the first two weeks of the semester to discuss possible learning outcomes for the class. These outcomes are further defined and developed with the instructor of the CWEE course. Final approval of each student's learning outcomes is mutually determined and approved by signature by the student, employer and CWEE instructor.

The course instructor communicates directly to inform the employer of the purpose of the CWEE Program, to discuss the student's job-related outcomes, and to review the employer training agreement that must be signed by the student, employer and instructor. A second contact is made later in the semester with the employer to evaluate the student's on-the-job performance relating to the learning outcomes. The grade from the employer is then incorporated with the following additional course requirements that determine a final CWEE course grade: time sheets signed by the supervisor and the student, a self-assessment (a written summary of how the student met his/her learning outcomes and the challenges that had to be addressed), and a term project that is approved by the instructor, based upon the student's work experience, interests, and/or goals.

There are two types of Cooperative Work Experience Education available to FRCCD students: General and Occupational. Under the General type, jobs held by students need not be related to their occupational goals or college programs. It exists for the purpose of assisting students to acquire desirable work habits, attitudes, and career awareness through supervised employment. The Occupational type is designed for students who are employed in occupational fields that are directly related to their college program or declared major. A student can take a total of 22 units of CWEE while at a community college—up to six units can be general work experience, and up to 16 units can be occupational-specific.

The determination of one unit of credit earned is based upon the completion of each 75 hours of paid on-the-job training or 60 hours for volunteer work performed. There is no minimum unit requirement for students who would like to enroll in CWEE for any academic session.

There are several important areas of responsibility that must be defined and assumed in order that a quality Cooperative Work Experience Education Program is operated and maintained within the Feather River Community College District. The program is under the direction of the CWEE Coordinator, who is directly responsible to the Chief Instructional Officer. It is the coordinator's responsibility to ensure that the college's CWEE Program is operated in conformance with Section 55250 through 55257 of Title 5 and current regulations defined by the California Community College Chancellor's Office.

The coordinator's primary responsibility to students is to be available to interview and counsel them regarding their eligibility and acceptance into the program. Once enrolled, student applications are reviewed by the coordinator at which time the coordinator approves job locations and assures that students have been enrolled in the proper type of work experience. The coordinator must assist with the maintenance and development of a meaningful curriculum, including the review and addition of student learning outcomes for Title V outlines. Additionally, the coordinator is responsible for proper maintenance of required student records.

The coordinator seeks community support and job locations throughout the community and out-of-area (county and state). Work experience agreements are created with various employers and are stored in the CWEE Coordinator's office. The coordinator and Chief Instructional Officer meet as necessary throughout the year to review CWEE Program progress and issues.

The CWEE Handbook/Plan is developed and submitted to the Board of Trustees, which includes:

- The systematic design of a program whereby students gain realistic learning experiences through work;
- A specific description of the respective responsibilities of the college, the student, the employer, and other cooperating agencies;
- Guidance services;
- A sufficient number of qualified academic personnel to direct the program;
- Processes that assure students' on-the-job learning experiences are documented with written measurable learning objectives, students are required to meet certain criteria and are evaluated, and the basis for awarding grades and credit is described;
- Adequate clerical and instructional services are provided;
- A statement that the District has officially adopted the plan, subject to approval by the Board of Trustees.
- The maintenance of records that include the type and units of work experience in which student is enrolled, where employed, job held, basis for determining student

qualifications, statement of student hours worked, evaluation of performance, and that a work permit was issued.

- Supervising faculty must maintain records that show consultation with the employer and the student, evaluation of the student's achievement, and the final grade.

Reference: CWEE Handbook

Approvals:

Standards & Practices: February 4, 2019

Academic Senate: April 10, 2019

Classified Senate: April 25, 2019

Cabinet: May 2, 2019

## **AP 4104 Contract Education**

Reference:

**Title 5, Section 55170, et seq.**

Contract Education is a formal relationship between a community college district and a public or private entity for the purposes of providing instruction or services or both.

The mission of Contract Education in the Feather River Community College District is to provide efficient, cost-effective customized training solutions, consultation, and necessary services to fit the productivity needs of employers throughout the District.

Contract Education instruction typically consists of Not-For-Credit classes. This refers to classes, including community services classes, that are offered without credit and which are not eligible for apportionment funding. Not-For-Credit classes are required to be fiscally self-supporting. Closed or open Credit and Non-Credit classes may also be offered through Contract Education. All District policy, negotiated working conditions, and pay rates apply to Credit and Non-Credit classes.

The power to contract is vested in the office of the Superintendent. The Board of Trustees has the authority to ratify any contracts that exceed terms granted to the Superintendent/President.

The authorization of contracts includes agreements, leases, applications, contracts, claims and other documents and reports, including but not limited to: service agreements, insurance agreements, fiscal, budgetary, payroll and personnel documents, travel requests, contracts for purchase of apparatus, furniture, equipment, supplies and books, as well as contracts entered into as necessary to receive federal and state funds allocated to the District, all within the limits of fiscal ability and sound budgetary controls and subject to such policies as established by the Board.

The processes and procedures for developing and administering contract education and customized training programs shall, where appropriate, include the following:

### **Contract Feasibility Criteria**

These basic criteria shall serve as a method to evaluate the District's involvement in any given contract. District and/or institution administrators shall review and approve contracts on the basis of these standards:

- The aims and objectives of the contract shall further the District and the institution's mission, mandates, and goals.
- The scope, objectives and outcomes of the contract shall be feasible, measurable, and attainable.



- The District and/or its institution shall recover, from all revenue sources, an amount equal to or greater than the actual costs (including administrative costs) incurred in providing contracted services.

### **Guidelines**

- Marketing and contracting with employers to meet training, education, and productivity needs shall be coordinated by the CIO.
- All contracts, with all appropriate attachments, shall be reviewed with the CFO for language, risk, and fiscal format. All contracts require the signature of the CIO, CFO, and CEO of the District.
- Pricing for all contracts should be sufficient to cover all costs for delivery and a return to the District. No District general funds shall be used to deliver contracted services for courses that receive no apportionment.
- Whenever Performance-Based Training needs can be met through an open enrollment Credit class, then that response is preferred. Requests for Credit or Non-Credit classes will be referred to the CIO. When Credit or Non-Credit class requests cannot be provided, the request shall be converted into a community service course.
- The Office of Instruction or its designee will assist with and manage all budgets and intervene for performance regarding revenues and expenditures for all Contract Education contracted services and California Community College Economic Development Program funded grants District-wide. The CIO or their designee is responsible for providing all administration and personnel necessary for delivery of the contract.

Reference: BP #4104

Approvals:

Academic Senate: February 22, 2007

Cabinet: March 13, 2007

# AP 4105 Distance and Correspondence Education

## References:

**Education Code Sections 66700 and 70901 et seq.;**  
**Title 5 Sections 55002.5; 55200 et seq., and 55260 et seq.;**  
**34 Code of Federal Regulations Part 602.17 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended); ACCJC Accreditation Standard II**

Consistent with federal regulations pertaining to federal financial aid eligibility, the District must authenticate or verify that the student who registers in a distance education or correspondence education course is the same student who participates in and completes the course or program and receives the academic credit. The District will provide to each student at the time of registration, a statement of the process in place to protect student privacy and estimated additional student charges associated with verification of student identity, if any.

The Vice-President of Instruction/CIO shall utilize one or more of these methods to authenticate or verify the student's identity:

- secure credentialing/login and password;
- proctored examinations when required in courses;
- video or audio conferencing to meet with student and/or evaluate student work; or
- technologies and practices that are effective in verifying student identification.

The District's policies/procedures regarding academic honesty and acceptable use of information technology services (AP 3270 and AP 4245) include penalties for unauthorized use of another individual's name and password, cheating on examinations, and other types of academic dishonesty. Students must agree to these policies/procedures the first time they login to the District LMS.

The Vice-President of Instruction/CIO shall establish procedures for providing a statement of the process to protect student privacy and estimated additional student charges associated with verification of student identity, if any, to each student at the time of registration.

## Definitions:

**Distance Education: (Per Title 5 Section 55200)** Distance education means education that uses one or more of the technologies listed below to deliver instruction to students who are separated from the instructor(s) and to support regular and substantive interaction between the students and the instructor(s) either synchronously or asynchronously. Technologies that may be used to offer distance education include: (1) the internet, (2) one-way and two-way transmissions through open broadcast, closed circuit, cable, microwave, broadband lines, fiber optics,

satellite, or wireless communications devices, (3) audio conference, (4) other media used in a course in conjunction with any of the technologies listed in this definition. Distance education does not include correspondence courses.

**Correspondence Education:** Correspondence Education means education provided through one or more courses for which the District provides instructional materials, by mail or electronic transmission, including examinations on the materials, to students who are separated from the instructor. Interaction between the instructor and student is limited due to separation, is not regular and substantive, and is primarily initiated by the student. Correspondence courses are typically self-paced, although a regular cycle of assignment submissions and delivery of feedback are established for facilitating learning. If a course is part correspondence and part residential training, it is considered a correspondence course. Correspondence education is not distance education.

**Course Approval:** The review and approval of new and existing distance education courses shall follow the curriculum approval procedures outlined in AP 4020 Program and Curriculum Development. Distance education courses shall be approved under the same conditions and criteria as all other courses.

**Certification** (§ 55202): When approving distance education courses, the department faculty member forwarding the course to the Curriculum Committee and the Curriculum Committee will certify the following:

**Course Quality Standards:** The same standards of course quality applied to distance and correspondence education courses are the same as those applied to in-person courses.

**Course Quality Determinations:** Determinations about the quality of the distance and correspondence education course made with the full involvement of the Curriculum Committee approval procedures in consultation with the Instructional Dean.

**Regular Interaction:** Interaction between students and instructor(s) is ensured by, prior to the student's completion of a course or competency: (1) providing the opportunity for substantive interactions with the student on a predictable and scheduled basis commensurate with the length of time and the amount of content in the course or competency; and (2) monitoring the student's academic engagement and success and ensuring that an instructor is responsible for promptly and proactively engaging in substantive interaction with the student when needed on the bases of such monitoring, or upon request.

**Substantive interaction:** Engaging students in teaching, learning, and assessment, consistent with the content under discussion, and also includes at least two of the following: (1) providing direct instruction, (2) assessing or providing feedback on a student's coursework, (3) providing information or responding to questions about the

content of a course or competency, (4) facilitating a group discussion regarding the content of a course or competency, or (5) other instructional activities approved by the District's or program's accrediting agency.

**Instructor Contact** (§ 55204 a-e):

**Distance Education:** Each section of the course that is delivered through distance education will include regular and substantive interaction between the instructor(s) and students, as well as among students, as described in the course outline of record, either synchronously or asynchronously, through group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, voice mail, e-mail, or other activities.

**Correspondence Education:** Each section of a course conducted through correspondence education will be established through a cycle of assignment submissions and comprehensive, responsive feedback, as determined by the Council on Instruction (COI), faculty, and the Curriculum Committee. Instructors will be responsible for ensuring that each student receives ongoing support toward making meaningful academic progress.

Students who participate in correspondence education will have access to student support services, including counseling, library services, research assistance, and tutoring or other learning support through mail, email, telephone or in-person contact, as determined by the COI, faculty, and the Curriculum Committee.

**Course Outline of Record or Addendum to Course Outline:** The course outline of record or an addendum to the official course outline of record for any new or existing course provided through distance or correspondence education must address the following:

- How course outcomes will be achieved in a distance or correspondence education mode;
- For distance education, how the portion of instruction delivered via distance education meets the requirement for regular and substantive interaction;
- For correspondence education, how the portion of instruction delivered via correspondence education documents and facilitates learning progression through a cycle of assignment submissions and feedback; and,
- The course design and all course materials must be accessible to every students, including students with disabilities.

The Distance Education (DE) Addendum shall be approved according to the District's adopted curriculum approval procedures as established by the Curriculum Committee and may include a department-wide distance education addendum in place of a course-level addendum as determined to be appropriate by the Curriculum Committee.

**Duration of Approval:** All distance and correspondence education courses approved under this procedure will continue to be in effect unless there are substantive changes of the course outline.

**Faculty Selection and Workload:** Instructors of course sections delivered through distance or correspondence education are individuals responsible for delivering course content who meet the qualifications for instruction established by the District's accrediting agency. Instructors will be selected using the District same procedures for determining other instructional assignments.

**Correspondence Education Students:** A student is considered to be "enrolled in correspondence courses" if correspondence courses constitute 50 percent or more of the courses in which the student is enrolled during a financial aid award year.

In order for a correspondence education student to be considered a full-time student at the District, at least one-half of the student's coursework must be made up of non-correspondence coursework that meets one-half of the District's requirement for full-time students.

Reference: BP #4105, AP #3270, AP #4020, AP #4245

Approvals:

Academic Policies: October 25, 2023

Academic Senate: February 14, 2024

Classified Senate: February 22, 2024

Cabinet: April 8, 2024

## **AP 4107 Directed Study**

Reference:

**Title V, Sections 55300 et seq.**

Directed Study is designed for a student who wishes to take additional coursework in a field of study after having completed sufficient courses within their field of study as determined by the faculty member in the discipline and approved by the Dean of Instruction/CIO.

When circumstances warrant offering a special course to an individual student who has demonstrated interest in a particular area, an instructor may register that student in a directed study course, which will be identified by the name of the department, the Directed Study course number of 291, and the course registration number. The student and the instructor must complete the Learning Contract for Directed Study form.

These courses are intended for transfer into a major and meet the requirements of a baccalaureate-level course. However, these courses may not meet Intersegmental General Education Transfer Curriculum (IGETC) certification requirements. Academic standards, procedures for evaluation of student progress, and access to the instructor are the same as those applied to other credit courses or conducted by other instructional methods. If the requirements of the learning contract are not completed by the designated completion date a grade of I or F will be awarded.

Reference: BP #4107, AP #4107 Learning Contract

Approvals:

Academic Senate: April 14, 2010

Cabinet: October 7, 2010

*Feather River College*  
**Learning Contract**  
**For DIRECTED STUDIES**

**DEFINITION OF DIRECTED STUDY:**

**DIRECTED STUDIES**

*Directed Study* is designed for a student who wishes to take additional coursework in a field of study after having completed sufficient coursework within their field as determined by the faculty member in the discipline and approved by the Chief Instruction Officer. Check the college general catalog for courses numbered 291.

**APPLICATION/APPROVAL:**

1. The student and the instructor meet collaboratively to determine the project and to initiate the Directed Study contract.
2. The faculty member will electronically forward the Directed Study contract to the Administrative Assistant/CIO for review and approval by the Dean of Instruction/CIO. .
3. The Instruction Office forwards the approved contract to Instructional Scheduler for assignment of the course registration number.
4. The Instructional Scheduler will forward via email a copy of the final approved contract to the faculty member.
5. The faculty member will contact the student to inform them that they may now enroll.
6. The student enrolls in the course and pays all applicable fees.

*Feather River College*  
**Learning Contract**  
**For DIRECTED Studies**

CRN NO. \_\_\_\_\_

*(Office Use Only)*

Student Name: \_\_\_\_\_

Student ID \_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone \_\_\_\_\_

FRC Email: \_\_\_\_\_

Semester/Year to be taken:      FALL                      SPRING                      SUMMER  
\_\_\_\_\_

Completion Date \_\_\_\_\_

Course Title: \_\_\_\_\_

Course No.: \_\_\_\_\_      Units: \_\_\_\_\_      Number of Study Hours Required: \_\_\_\_\_

1. General requirement for the completion of the directed study contract.  
\_\_\_\_\_
2. Specific Student Learning Outcomes (SLOs):  
\_\_\_\_\_
3. Specific methods for achieving SLOs:  
\_\_\_\_\_
4. List all other responsibilities the student must meet not listed above, e.g., conferences with the instructor, reading, projects, papers, etc.:  
\_\_\_\_\_



5. List all instructor responsibilities, not listed in #4 above, e.g., conferences, evaluation of reports, preparation of exams, etc.:

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6. List all required materials and books for the course:

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7. Specify evaluation procedures and grading criteria (*please be precise*):

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**Approval** (Signature Routing Procedures):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of Instructor (*type or print*):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of Student (*type or print*):

CRN(office use only): \_\_\_\_\_

## AP 4109 Emeritus Status

**Preamble:** Emeritus status is an honorary title awarded for distinguished service to a retired employee from Feather River College.

### Eligibility Criteria

- Retirement from the college.
- Minimum of 10 years full-time service/or 15 years part-time service.
- Distinguished performance, improving college climate in all areas of service.

### Procedures

**Nomination:** Employees meeting minimum qualifications and who desire emeritus status may complete the "Application for Emeritus Status" within one year of the date of retirement. Other employees may nominate a retiree for Emeritus Status by submitting the "Application".

**Review:** The Standards & Practices Committee shall conduct a review of all applications.

**Proposal:** The Standards & Practices Committee shall forward qualifying candidates for review and ratification to the appropriate Senate(s).

**Recommendation:** The appropriate Senate shall approve and recommend candidates for Emeritus status, and forward ratified candidates to the Superintendent/President.

**Appointment:** The Superintendent/President shall forward the recommendation of the appropriate Senate after consultation with the Senate President for consideration by the Board of Trustees. Appropriate notification should be made to the college and general community.

### Recognition

Emeritus employees, at the time of their appointment, shall be publicly and privately honored as feasible and deemed appropriate by the Senate(s). (e.g., public announcements on and off campus, a commemorative plaque or other memento, a dinner or other celebration). In addition, the rights and privileges of Emeritus status may include:

- Emeritus identification card.
- Listing in the campus directory, general catalog and website under the designation "Emeritus".
- Library privileges.
- Fitness Center privileges at employee rates.
- Parking privileges (subject to AP 6750)
- Campus email address.
- Access to campus facilities and resources, subject to availability.

- Access card allowing free entry into standard campus cultural and athletic events, subject to availability.
- Invitations to participate in appropriate seminars, lectures, scholarly meetings, and ceremonies.
- Participation in faculty academic meetings by invitation in a non-voting, advisory capacity.
- Invitations, as appropriate, to consult on selected governance committees in a non-voting capacity.

Approvals:

Standards & Practices: March 3, 2014

Academic Senate: November 12, 2014

Classified Senate: June 16, 2014

Cabinet: December 4, 2014

Feather River Community College District  
**Application for Emeritus Status**

Emeritus status is an honorary position awarded to many retired employees of Universities and Colleges. Emeritus status entitles retired employees to certain benefits and privileges within the campus community, but also bestows a level of responsibility for continued commitment and service to the institution, through participation in advisory committees, guest lectures, fund-raising efforts, etc.

**Benefits of Emeritus Status**

- Emeritus identification card.
- Listing in the campus directory.
- Fitness Center privileges at employee rates.
- Library privileges.
- Parking privileges.
- Campus email address.
- Access to campus facilities and resources, subject to availability.
- Access card allowing free entry into standard campus cultural and athletic events, subject to availability.
- Invitations to participate in appropriate seminars, lectures, scholarly meetings, and ceremonies.
- Invitations, as appropriate, to consult on selected governance committees in a non-voting capacity.

**Eligibility**

- Retirement from the college.
- Minimum of 10 years full-time, or 15 years part-time, service to the college.
- Interest in continuing to participate in and contribute to the campus community.
- Completion of Emeritus Application form within one year of the date of retirement.

**Emeritus Application Form**

*Must be submitted to the Standards and Practices Committee within one year of retirement.*

How many years of full-time service did the candidate contribute to Feather River College?

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How many years of part-time service did the candidate contribute to Feather River College?

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What was the nature of the candidate's position at Feather River College? What responsibilities did their position require?

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During the candidate's employment at Feather River College, what contributions were made to the campus community?

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How can the candidate participate in campus life and contribute to the institution in the future?

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## **AP 4110    Honorary Degrees**

Reference:

**Education Code Section 72122**

The Board of Trustees may award an honorary associate degree to an individual who has distinguished themselves in a manner that the Board regards as worthy of recognition (California Ed. Code, Sections 70902 and 72122).

1. Criteria for awarding the honorary degree include the following:
  - a. Extraordinary support of the District to further its programs, activities or capital construction.
  - b. Extraordinary service to the community served by the District or its colleges.
  - c. Extraordinary achievement in the individual's chosen field of endeavor.
  - d. Other extraordinary reasons deemed worthy of recognition, as determined by the Board of Trustees.
  
2. Procedures for nominations and selection:
  - a. Nominations for recipients of honorary degrees must be submitted in writing to the Standards and Practices Committee of the Academic Senate. The written statement must adhere to the criteria for awarding honorary degrees. The committee may request further documentation as deemed necessary.
  - b. Recommendations from the Standards & Practices Committee will be sent to the Academic Senate and the Superintendent/President for review, validation of merits, and final recommendation. Final selection of candidate(s) must be mutually agreed upon by the Academic Senate and the Superintendent/ President.
  - c. The Superintendent/President will forward to the Board of Trustees the name(s) of successful candidate(s) for their decision.

Reference: BP #4110

Approvals:

Cabinet: December 12, 2006

## **AP 4220 Standards of Scholarship – Delegation**

Reference:

**Education Code Section 70902 subdivision (b)(3) & (d); Title 5 Section 51002**

The development of specific administrative procedures for standards of scholarship will follow FRC's standard approval process which includes preliminary review (first read) by Cabinet, routing to the Academic and Classified Senates for review and approval, and return to Cabinet for review and approval (second read) as a recommendation to the Superintendent/President. The bodies with working authority over these standards of scholarship are as follows:

1. Academic record symbols [AP 4230], grading changes [AP 4231], pass/no pass options [AP 4232], and credit by examination [AP 4235] shall be developed in Academic Policies as a subcommittee of the Academic Senate.
2. Academic and progress probation and dismissal [BP 4250], course repetition [BP 4225], academic renewal [AP 4240], and limits on remedial coursework [BP 4222] shall be developed by the Students Services Council

In procedures that fall within the academic and professional matters as defined by AB 1725 (a.k.a. Ten Plus One), the Superintendent/President and the Academic Senate shall come to mutual agreement by written resolution. Administrative procedures for standards of scholarship are detailed in the college's current general catalog.

Reference Updated: July 9, 2018

Reference: BP #4220

Approvals:

Academic Senate: December 14, 2016

Classified Senate: January 23, 2017

Cabinet: February 3, 2017

## AP 4222 Remedial Coursework

Reference:

**Education Code Section 78213; Title 5 Section 55035; ACCJC Standard II.A.4**

Feather River College has established and published in the catalog the following criteria for enrollment of students in remedial, pre-collegiate basic skills coursework:

1. The need for remedial coursework is determined through the appropriate assessment instruments and advising process.
2. A student may not accumulate more than 30 semester units of remedial coursework at FRC.
3. No student shall be required to enroll in remedial English or mathematics coursework that lengthens their time to complete a degree unless placement research that includes consideration of high school grade point average and coursework, shows that those students are highly unlikely to succeed in transfer-level coursework in English and mathematics. A student may be required to enroll in additional concurrent support, including additional language support for English as a Second Language students during the same semester that they take a transfer-level English or mathematics course, but only if the Dean of Instruction/CIO determines the support will increase their likelihood of passing the transfer-level English or mathematics course. The Dean of Instruction/CIO shall minimize the impact on student financial aid and unit requirements for the degree by exploring embedded and low or noncredit support options.
4. Remedial coursework taken at another community college will not be included in the 30 units of remedial coursework permitted at FRC.
5. Students enrolled in one or more courses of English as a Second Language and students identified by the appropriate instruments, methods and procedures to have a learning disability are exempt from the 30-unit limitation.
6. A student who does not obtain full eligibility status for college level courses after completing 30 semester units shall be dismissed and referred to adult noncredit education courses. Dismissal shall be in accordance with the District's dismissal policy (BP4250).
7. After dismissal, the student may, upon completion of the appropriate noncredit education courses or upon demonstration of appropriate college-level skills, request reinstatement. Reinstatement will be in accordance with the District's reinstatement policy (BP4250).
8. Students should be aware that remedial coursework will not be applied toward their



degree.

Approvals:

Academic Senate: January 9, 2019

Classified Senate: March 28, 2019

Cabinet: April 4, 2019

## AP 4224 Transferring Academic Credit to Feather River College

Reference:

**Title 5, 55800-55810, ACCJC Standard II.A.6.a**

It is the intent of Feather River College to facilitate our students' education and graduation requirements by accepting units from other regionally accredited colleges and universities.

The process to evaluate transfer credit(s) is as follows:

- 1) Must be eligible for admission. Students must request that all official transcripts are sent to the Admissions and Records Office (A&R). A&R will date stamp the transcript(s) as received, file in the student's official file, and make photocopies for the Academic Advisor's review.
- 2) After meeting with an Academic Advisor/Counselor, students requesting transferring credits must submit a *Request for Evaluation of Transfer Coursework/Credit* to the A&R Office for review. Official transcripts must be on file and catalog descriptions of transferring courses or a copy of the ASSIST Articulated Agreement must be included with the evaluation request. Eligible transfer units and their associated grade points will be included in FRC's cumulative GPA and noted on FRC's official transcripts. Quarter system units will be calculated by 0.66.
- 3) Transfer of credits is awarded only from regionally accredited colleges and universities. Students must meet the following Associate degree requirements:
  - a. Must complete a minimum of 60 semester units **AND**
    - i. A minimum of 12 semester units must be completed at FRC and student must be enrolled at FRC during the semester the student submits the application for graduation **OR**
    - ii. Complete a minimum of 32 units of Associate degree applicable units at FRC
- 4) Transfer credits will be accepted in the following circumstances: Equivalent or substitution.
  - a. Equivalent: The course is substantially the same at another institution but goes by a different name or number (e.g., English 1A at another school is English 101 at FRC).
  - b. Substitution: The use of a different course to meet the requirement of a specific degree at FRC is at the lead faculty member's discretion.

- 5) Substitution courses will be forwarded to lead faculty members in the discipline for review. The faculty member will complete a *Substitution for a Required Course* and indicate which transfer course(s) will be accepted for FRC course(s). If more documentation regarding course equivalency is required, the student bears primary responsibility for producing said documentation.
- 6) In the event that the lead faculty member in the discipline is unavailable or unable to make their determination, the decision will be made by the Dean of Instruction/CIO.
- 7) Transfer courses accepted for GE, major requirements, or elective units leading towards an Associate degree or Certificate will be posted to the student's academic history. An email will be sent to the student with the approval or denial of their request.
- 8) Alternate ways to earn credit for Associate degrees or Certificates: Credit by Examination; Military Service official military transcripts required; Advanced Placement Examination with a score of 3 or higher; College Level Examination Program (CLEP) Subject Examination passed at the 50<sup>th</sup> percentile level or higher.

Reference: BP #4224

Approvals:

Task Force on Advising: April 16, 2013

Academic Senate: September 11, 2013

Classified Senate: September 16, 2013

Cabinet: October 3, 2013

## **AP 4225 Course Repetition**

Reference:

**Education Code Section 76224; Title 5 Sections 55040, 55041, 55042, 55043, 55253, 56029, and 58161**

A student may not repeat a course unless certain circumstances exist including, but not limited to:

- significant lapse of time;
- variable unit courses
- active participatory courses;
- course repetition to alleviate substandard academic work;
- course repetition due to extenuating circumstances;
- Disability Support Program for Students (DSPS) subject-coded courses;
- course repetition of cooperative work experience; and,
- course repetition due to employment, training, or other legal requirements.

Courses that are repeated shall be recorded on the student's permanent academic record using an appropriate symbol. Annotating the permanent academic record shall be done in a manner that all work remains legible, insuring a true and complete academic history. Students may not enroll in a course more than three times, except in limited circumstances, described below. Enrollments include any combination of withdrawal(s) and grade(s). The student must file Petition for Repetition with the Admissions and Records Office prior to enrollment.

### **Significant Lapse of Time**

Requirements regarding the repetition of courses after a significant amount of time: minimum lapse of 36 months. This may include the need to achieve a higher grade or to demonstrate currency in order to qualify for entrance into a program (e.g., many nursing programs require anatomy to be taken within the last five years).

### **Variable Unit Courses**

Students may be permitted to enroll in variable unit open-entry/open-exit courses as many times as necessary to enable them to complete the entire curriculum of the course once. Students may not repeat variable unit open-entry/open-exit courses unless:

- The course is required for legally mandated training; or
- The course is a special class for students with disabilities which needs to be repeated; or
- Repetition of the course is justified by extenuating circumstances; or
- The student wishes to repeat the course to alleviate substandard work.

A student may not enroll in a variable unit open-entry/open-exit active participatory course in physical education, visual arts, or performing arts more than one time.

### **Active Participatory Courses**

Students may not enroll in active participatory courses (Title 5 Section 55000) in physical education, visual arts, or performing arts that are related in content more than four times. This limitation applies even if a substandard grade is earned or withdrawal (“W”) occurs during one or more of the enrollments.

### **Course Repetition to Alleviate Substandard Academic Work**

A student may repeat a course which is not designated as repeatable to alleviate a substandard grade. If a student repeats a course under this circumstance and receives a satisfactory grade, then they may not repeat the course again using the provision of alleviating a substandard grade. If a student repeats the course under this circumstance and receives a second substandard grade, the student may repeat the course a third time in an effort to alleviate the substandard work. Students may petition for approval to repeat a course after three enrollments in order to alleviate substandard grades earned in those enrollments as long as the District does not claim apportionment under Title 5 Section 58161 for enrollments beyond three. The District disregards the first two substandard grades in the calculation of the GPA if the student repeats the course two or more times. When a student repeats a course to alleviate substandard academic work, the previous substandard grade(s) and associated credit shall be disregarded in the computation of grade point averages. For example, if a student receives a passing grade after repeating a second or third enrollment then the previous substandard grades (and units) will be disregarded.

### **Repeatable Courses with Substandard Work**

When a student repeats a course designated as repeatable to alleviate substandard academic work (a “D,” “F,” “FW,” “NP,” or “NC”), the previous grade and credit shall be disregarded in the computation of grade point averages. No more than two substandard grades may be alleviated in repeatable courses.

### **Course Repetition Due to Extenuating Circumstances**

A student may file a petition to repeat a course due to extenuating circumstances. The approval is based on a finding that the withdrawal or previous grade, whether substandard or passing, was the result of extenuating circumstances. Extenuating circumstances are verified cases of accidents, illness, or other circumstances beyond the control of the student. Official supporting documentation is required in order to consider such a petition. Grades awarded for courses repeated under this provision shall be included when calculating a student’s grade point average.

The District may claim apportionment under Title 5 Section 58161 for the attendance of a student enrolled in a course approved for course repetition due to extenuating circumstances, if the course is not designated as repeatable.

### **Disability Support Program for Students (DSPS) Subject-Coded Courses**

Students with disabilities may repeat a DSPS subject-coded course any number of times when an individualized determination by the Director of DSPS or designee verifies that such repetition is required as a disability-related accommodation for the student for one of the reasons specified in Title 5 Section 56029.

### **Course Repetition Due to Employment, Training, or Other Legal Requirements**

Students may petition to repeat a course any number of times where it is required for a student to meet a legally mandated training requirement as a condition of continued paid or volunteer employment, regardless of whether the student recorded substandard work. Students are required to provide official documentation that course repetition is legally mandated.

Students may petition to repeat a course needed for employment or licensing because of a significant change in the industry or licensure standards. Students are required to document significant change in industry or licensure standards necessitating course repetition.

Reference: BP #4225

Approvals:

Academic Senate: September 12, 2018

Classified Senate: December 20, 2018

Cabinet: January 10, 2019

## AP 4227 Repeatable Courses

References:

**Title 5 Sections 55040, 55041, 55253, and 56029**

Only the following types of courses may be designated as repeatable:

- Courses for which repetition is necessary to meet the major requirements of California State University (CSU) or University of California (UC) for completion of a bachelor's degree;
- Intercollegiate athletics courses; and
- Intercollegiate academic or vocational competition courses. Such courses may be repeated no more than four times for semester courses or six times for quarter courses.

The District must identify and designate such repeatable courses in its catalog.

Under special circumstances, students may repeat courses in which a C or better grade was earned.

Students are allowed to repeat a course without petition when repetition is necessary to enable that student to meet a legally mandated training requirement as a condition of volunteer or continued paid employment. Students can repeat such courses any number of times.

Students may petition to repeat a course as a result of a significant change in industry or licensure standards such that repetition of the course is necessary for the student's employment or licensure. Students can repeat such courses any number of times.

Students may enroll in activity courses in physical education, visual arts, or performing arts. Such courses may not be repeated for more than four semesters. This limit applies even if the student receives a substandard grade or "W" during one or more enrollments or if a student petitions for repetition due to extenuating circumstances.

Students with disabilities can repeat a special class for students with disabilities any number of times when an individualized determination verifies that such repetition is required as a disability-related accommodation for the student for one of the reasons specified in Title 5 Section 56029.

A student may repeat a cooperative work experience program any number of times as long as they do not exceed the limit on the number of units of cooperative work experience set forth in Title 5 Section 55253(a); however, the grade received by the student each time will be included in calculations of the student's grade point average.

The District shall develop and implement a mechanism to allow it to properly monitor course repetition.

Reference: BP #4225  
Academic Senate: September 12, 2018  
Classified Senate: April 16, 2018  
Cabinet: October 4, 2018



# AP 4230 Grading and Academic Record Symbols

Reference:

**Title 5, Sections 55051, 55052, 55052.5 55023, and 55024**

## Grading Systems

Evaluation of student achievement is made in relation to the attainment of specific course objectives. At the beginning of each course, the instructor will outline the course objectives and explain the basis upon which grades will be determined. The following grading system is used by Feather River College, and is in conformance with the California Community College grading system adopted by the Board of Governors.

### A. “Plus” and “Minus” Designations

The governing board of the Feather River Community College District has authorized the use of “plus” and “minus” designations in combination with letter grades, except that the grade of C minus shall not be used. If pluses and minuses are used, the grade point value of a plus shall be computed by adding 0.3 to the value assigned to the letter grade with which it is combined, and the grade point value of a minus shall be computed by subtracting 0.3 from the value assigned to the letter grade with which it is combined, except that no grade point value shall be less than 0 or greater than 4.0. The decision to use plus and minus grades shall be at the discretion of the instructor.

### B. Academic Record Symbols

Grades from the following grading scale shall be averaged on the basis of the point equivalencies to determine a student’s grade point average. The highest grade shall receive four (4) points and lowest grade shall receive 0 points, using only the following evaluative symbols:

| Grades | Rating                   | Grade Points |
|--------|--------------------------|--------------|
| A      | Excellent                | 4.0          |
| A-     |                          | 3.7          |
| B+     | Good                     | 3.3          |
| B      |                          | 3.0          |
| B-     |                          | 2.7          |
| C+     | Satisfactory             | 2.3          |
| C      |                          | 2.0          |
| D+     | Passing                  | 1.3          |
| D      |                          | 1.0          |
| F      | Failure                  | 0.0          |
| FW     | Unofficial<br>Withdrawal | 0.0          |

Many of the following designations are not included in computing grade point averages (GPA), but may be used in determining progress probation and dismissal. Detailed definitions of some of these designations can be found in AP 5075.

| Symbol | Definition   |
|--------|--|
| I      | <p>Incomplete: Incomplete academic work for unforeseeable, emergency and justifiable reasons at the end of the term may result in an “I” symbol being entered in the student’s record. The condition for the removal of the “I” shall be stated by the instructor in a written record. This record shall contain the conditions for the removal of the “I” and the grade assigned in lieu of its removal. This record must be given to the student with a copy on file with the Registrar until the “I” is made up or the time limit has passed.</p> <p>The “I” may be made up no later than one year following the end of the term in which it was assigned. The governing board shall provide a process whereby a student may petition for a time extension due to unusual circumstances.</p> <p>The “I” symbol shall not be used in calculating units attempted of for grade points.</p> <p>A final grade shall be assigned when the work stipulated has been completed and evaluated, or when the time limit for completing the work has passed.</p> |
| IP     | <p>In Progress: The “IP” symbol shall be used in those courses that extend beyond the normal end of an academic term. It indicates that work is “in progress,” but that assignment of an evaluative symbol (grade) must await its completion.</p> <p>The “IP” symbol shall remain on the student’s permanent record in order to satisfy enrollment documentation. The appropriate evaluative symbol (grade) and unit credit shall be assigned and appear on the student’s permanent record of the term in which the course is completed.</p> <p>The “IP” shall not be used in calculating grade point averages. If a student enrolled in an “open-entry, open-exit” course is assigned an “IP” at the end of an attendance period and does not re-enroll in that course during the subsequent attendance period, the appropriate faculty will assign an evaluative symbol (grade) to be recorded on the student’s permanent record of the course.</p>  |

|    |   |
|----|---|
| RD | <p>Report Delayed: The “RD” symbol may be assigned by the Registrar only. It is to be used when there is a delay in reporting the grade of a student due to circumstances beyond the control of the student. It is a temporary notion to be replaced by a permanent symbol as soon as possible. “RD” shall not be used in calculating grade point average.</p>  |
| FW | <p>Unofficial Withdrawal: “FW” indicates that a student has both ceased participating in a course sometime after the last day to officially withdraw from a course without having achieved a final passing grade, and that the student has not received District authorization to withdraw from the course under extenuating circumstances. The “FW” symbol may not be used if a student has qualified for and been granted an excused or military or excused withdrawal. If “FW” is used, its grade point value shall be zero (0).</p>   |
| W  | <p>Withdrawal from a semester-length course shall be authorized through the last day of the fourteenth week of instruction or 75% of the term for short-term courses (including summer courses).</p> <p>The academic record of a student who remains in a class beyond the time allowed by District policy must reflect a symbol other than a “W”.</p> <p>No notation (“W” or other) shall be made on the academic record of the student who withdraws prior to the census date.</p> <p>The “W” shall not be used in calculating grade point averages, but excessive “W”’s shall be used as factors in progress probation and dismissal procedures.</p>   |
| MW | <p>“Military withdrawal” occurs when a student who is a member of an active or reserve United States military service receives orders compelling a withdrawal from courses. Upon verification of such orders, a withdrawal symbol will be assigned at any time after the period established by the Board of Trustees during which no notation is made for withdrawals. The withdrawal symbol so assigned may be a “W” or, if necessary to distinguish military withdrawals, may be an “MW.” Military withdrawals shall not be counted in progress probation and dismissal calculations. “W”’s incurred during the period between January 1, 1990, and the effective date of this paragraph, which meet the definition of military withdrawal herein, shall not be counted in progress probation and dismissal calculations, and may be changed to “MW”’s.</p> |
| EW | <p>Excused Withdrawal: The “EW” symbol may be used to denote withdrawal in accordance with Title 5 Section 55024. Excused withdrawals shall not be counted in progress probation and dismissal calculations.</p>  |

|      |   |
|------|---|
| CPL  | Credit for Prior Learning: The symbol may be used to denote credit earned through successful completion of an International Baccalaureate examination, College Level Examination Program examination, Advanced Placement examination, or another experience, examination or assessment of prior learning, if the District determines that such prior learning satisfies the District's standards for measuring competencies comparable to those achieved in baccalaureate or general education level courses. Standards for satisfactory completion of a prior learning experience examination or assessment will be approved by the faculty in the appropriate discipline for which prior learning credit is earned.   |
| P/NP | Pass/No Pass: Students who do not wish to receive a letter grade may enroll in 3 units (or in one class exceeding 3 units) per semester on a Pass/No Pass grading basis.  |
| P    | Credit will be awarded for work equivalent to a grade of "C" or better.   |
| NP   | No credit will be given for "D" or "F" work. <ul style="list-style-type: none"> <li>• Students may not take classes in their majors on a P/NP basis.</li> <li>• A maximum of 12 P/NP units may be applied toward completion of the Associate Degree at Feather River College.</li> <li>• P/NP classes may not be accepted by transfer institutions.</li> <li>• Once the P/NP has been selected and entered into Banner the designation may not be converted to a letter grade. Students who wish to be graded on this basis must select P/NP option in the student portal or visit the Admissions and Records Office no later than before the end of the first 30% of the duration of the course.</li> <li>• P/NP grades will be recorded on the student's permanent record and appropriate unit credit will be awarded.</li> <li>• P/NP grades will not be used to compute a student's grade point average. However, units attempted for which an NP grade is recorded will be used in determining progress, probation and dismissal.</li> </ul> |

### Grade Point Average

A student's grade point average (GPA) is determined by the following formula:

$$\text{GPA} = \frac{\text{Total grade points earned}}{\text{Total semester units attempted}}$$

GPA is computed on an individual semester basis, and on a cumulative basis that includes all work completed at Feather River College.

At the time of graduation, grades received for college-level work at other accredited institutions will be calculated and included in an overall GPA.

Reference: BP #4230

Approvals:

Academic Senate: January 12, 2022

Classified Senate: February 22, 2022

Cabinet: March 2, 2022

## AP 4231 Grade Change

Reference:

**Education Code Sections 76224 and 76232; Title 5 Section 55025**

**A grade change must be initiated within one year of the original grade posting. If a student wants to challenge or appeal a grade, it must be done through the Student Rights and Grievance process (AP 5530). All decisions of the appeal process are final and must be signed by the Dean of Instruction/CIO and the Division Chairs.**

### Changing Grades:

1. The instructor of the course shall determine the grade to be awarded to each student. The determination of the student's grade by the instructor is final in the absence of mistake, fraud, bad faith, or incompetence. The instructor must assign a grade to a student by the established Admission & Records deadline. This AP applies to an assigned grade of INCOMPLETE or under any of the following circumstances:
  - a. Mistake: may include, but is not limited to, errors made by an instructor in calculating a student's grade and/or clerical errors.
  - b. Fraud: may include, but is not limited to, inaccurate recording or change of a grade by any person who gains access to grade records without authorization.
  - c. Bad Faith: the conscious doing of wrong because of dishonest purpose.
  - d. Incompetence: the lack of legal qualification for fitness.
2. In case of clerical error made by a staff member in Admissions and Records, authorized to enter or change grades, an appeal should be made to the instructor and/or Registrar.
3. The removal or change of an incorrect grade from a student's record shall be pursuant to Education Code 76232 and AP 5530 that ensures the student shall be afforded an objective and reasonable review of their requested grade change.
4. Provisions shall be made to allow another faculty member to substitute for an instructor in the established review process under the following conditions:
  - a. If the student has filed a discrimination complaint against the instructor who initially assigned the grade.
  - b. If the instructor who assigned the grade cannot be contacted within 60 days of the requested grade change being filed by the student.
5. In the case of fraud, bad faith or incompetence, the final determination concerning removal or change of a grade will be made and signed off by the Dean of Instruction/CIO and the Division Chairs.

6. In all cases, the instructor who first awarded the grade will be given written notice of the change.

**Security of Grade Records:**

The District shall implement security measures for student records that assure no person may obtain access to student grade records without proper authorization. These measures shall be installed as part of any computerized grade data storage system. The measures implemented by the District shall include but not necessarily be limited to the following:

1. Password protection for all student grade data bases.
2. Locking mechanisms for all computer stations from which student grade data bases can be viewed.
3. Strict limits on the number of persons who are authorized to change student grades.
4. Persons authorized to change grades *in* the grade data system shall be designated by the Registrar. Only those designated employees of the District may be authorized to change grades. Student workers may not change grades at any time.
5. Any person who discovers that grades have been changed by someone other than the persons authorized to do so shall notify the Registrar immediately. The Registrar shall immediately take steps to lock the grade storage system entirely while an investigation is conducted.
6. If any student's grade record is found to have been changed without proper authorization, the District will notify the following:
  - a. The student
  - b. The instructor who originally awarded the grade
  - c. Any educational institution to which the student has transferred
  - d. The accreditation agency
  - e. Appropriate local law enforcement authorities
7. Whenever a grade is changed for any reason, and a student makes a request, the corrected transcripts will be sent to other educational institutions.
8. Any student or employee who is found to have gained access to grade recording systems without proper authorization, or who is found to have changed any grade without proper authority to do so, shall be reported to the appropriate law enforcement agency having jurisdiction over the college where the incident occurred.

Approvals:

Student Services: March 19, 2008

Academic Policies March 24, 2010, September 22, 2010

Academic Senate: October 13, 2010

Cabinet: February 3, 2011

## **AP 4232 Pass/No Pass**

Reference:

**Title 5, Section 55022**

Courses may be offered in either or both of the following categories:

- Courses in which all students are evaluated on a "pass/no pass" basis.
- Courses in which each student may elect on registration, or within five weeks (or 30% of the length of the course), to take the course on a "pass/no pass" basis.

The student is held responsible for all assignments and examinations required in the course. The standards of evaluation are identical for all students in the course.

A student electing to be evaluated on the "pass/no pass" basis will receive both course credit and unit credit upon satisfactory completion of the course. A Pass is granted for performance that is equivalent to the letter grade of "C" or better. A student who fails to perform satisfactorily will be assigned "no pass" (NP)

Units earned on a "pass-no pass" basis shall not be used to calculate grade point averages. However, units attempted for which the symbol "NP" (as defined in section 55023) is recorded shall be considered in probation and dismissal procedures.

Students may elect Pass/No Pass in any course listed in the general catalog, with the consent of the instructor, no later than the 5th week (approximately 30% of the length of the class for classes not full-term) of the semester (1st week during summer session). After the fifth week, neither the student nor the instructor may change the decision.

Students need to consult with an advisor and/or counselor to determine if a class they take P/NP will meet their degree requirements and/or transfer requirements.

All courses taken to fulfill major area of emphasis or certificate course requirements must be taken for a letter grade except those courses specified by the department as Pass/No Pass only.

CSU and UC systems have different policies regarding transferable courses taken Pass/No Pass. It is important for students to check specific UC/CSU catalogs.

Approvals:

Curriculum Committee: October 15, 2008

Student Services Council: November 12, 2008

Cabinet: September 3, 2009



## AP 4235 Credit for Prior Learning

Reference:

**Education Code Section 79500; Title 5, Sections 55050 and 55052**

Credit for Prior Learning (CPL) is college credit awarded for validated college-level skills and knowledge gained outside of a college classroom. Students' knowledge and skills might be gained through experiences such as:

- Military training
- Industry training
- State/federal government training
- Volunteer and civic activities (e.g. Peace Corps)
- Apprenticeships, internships, work-based learning, or other industry-based experiential learning

CPL is not awarded for knowledge and skills already assessed and awarded credit through formal education at regionally accredited in-state and out-of-state institutions.

- I. Credit for Prior Learning through external examinations - Credit for Prior Learning may be obtained by one of the following external examination methods:
  - a. Achievement of a score of 3, 4, or 5 on an Advanced Placement Examination administered by the College Entrance Examination Board.
  - b. Achievement of a score that qualifies for credit by College Level Examination Program examination.
  - c. Achievement of a score that qualifies for credit by the International Baccalaureate examination.
  
- II. Credit for prior learning through internal examinations - Students are eligible to seek "credit for prior learning" through internal examinations in a maximum of 6 unit's worth of coursework if they:
  - a. Student must follow the petition process as outlined below.
  - b. Are currently enrolled in at least one course (other than the course to be challenged);
  - c. Have completed 12 units at FRC. (Units for which credit is given shall not be counted in determining the 12 semester hours of credit in residence required for an associate degree); and
  - d. Have a 2.0 or higher GPA in all college units attempted.
  - e. Credit by satisfactory completion of an examination administered by the college in lieu of completion of a course listed in the college catalog.
  - f. Achievement of an examination administered by other agencies approved by the college.

- g. Assessment approved or conducted by proper authorities of the college.

**OR**

- Have completed coursework for which an articulation agreement exists between Feather River College and the student's high school.
- III. Evaluation of Industry Recognized Credential – May be appropriate for some disciplines to award based on industry recognized credentials as recommended by the appropriate department chair or faculty designee:
- a. Student must follow the student petition process as outlined below.
  - b. Enrollment services may grant credit for industry recognized credentials that have prior approval of the department chair or faculty designee
  - c. The evaluation process for an industry recognized credential is as follows:
    - 1. Student meets with department chair for assessment and further instructions where needed.
    - 2. The student submits all industry recognized credentials document to the department chair or faculty designee for assessment.
    - 3. If deemed prior certification meets the course content as in alignment with the Course Outline of Record, the department chair or faculty designee shall sign the petition along with a recorded grade, attach industry recognized credentials, and submit to Admissions and Records.
- IV. Evaluation of Student Created Portfolios – Portfolios may be appropriate for Career Educations Disciplines and must be recommended by the appropriate Department Chair or Faculty Designee
- a. Students must follow the student petition process as outlined below.
  - b. Portfolios must demonstrate the Student Learning Outcomes for the course.
  - c. The student meets with department chair or faculty designee for further instructions for student-created portfolios assessment requirements
  - d. Student submits all portfolio documents to the department chair of faculty designee for assessment of prior learning

**Examination Approval**

- The faculty in the discipline who normally teaches the course for which credit is to be granted, in accordance with policies and procedures approved by the Curriculum Committee, shall determine the nature and content of the examination. The aforementioned faculty shall determine that the examination adequately measures mastery of the course content as set forth in the outline of record. The

faculty may accept an examination conducted at a location other than the community college for this purpose.

- If a course includes extensive writing or laboratory exercises, these will be included in the comprehensive exam. There may be courses for which a comprehensive exam cannot be developed or administered. It is the responsibility of the Curriculum Committee to determine which course is appropriate for credit for prior learning which will be noted on the Course Outline of Record. Should an instructor deny an opportunity for the student to receive credit for prior learning, the student has a right to appeal to the Vice-President of Instruction/CIO. The Vice-President of Instruction/CIO will forward appeal to COI (Council of Instruction). The instructor who denied the request will be present for the appeal with the COI committee to help in understanding the decision. The student will be notified of the final decision in writing.
- A separate examination shall be conducted for each course for which credit is to be granted. Credit may be awarded for prior experience or prior learning only in terms of individually identified courses for which examinations are conducted pursuant to this section.
- Students may only challenge a course by credit for prior learning one time. If they fail the challenge, they will receive an F on their transcript. The student has the option of repeating the course to remove the failing grade.

### **Credit for Prior Learning Grading**

- Grading shall be according to the regular grading scale approved by the governing board, except that students shall be offered a credit-no credit option if that option is ordinarily available for the course. The standards for determining the grades received may differ for credit by exam at the discretion of the faculty member.
- The grade is based on demonstrated proficiency in subject matter and the ability to demonstrate that proficiency.

### **Student Petition Process**

1. The student must submit the Petition for Credit for Prior Learning to the Admissions and Records Office within the first eight weeks of the semester.
2. The course must be listed in the current catalog.
3. If a student has failed a course, he/she/they cannot challenge that course through credit for prior learning.
4. Students may not challenge introductory or less advanced courses if they have successfully completed sequential, or the pre-requisite courses, or advanced courses in the discipline.
5. The student should not enroll in the course that is to be taken through "Credit for Prior Learning."

6. An instructor qualified to teach the course and who has agreed to supervise the exam must approve the petition. Agreement to supervise the exam is at the discretion of the individual faculty member.
7. The student has the option of receiving credit/no credit, or a grade, and the course will be identified as a "Credit by for Prior Learning."
8. When the examination has been completed, the instructor must provide the Admissions and Records Office with the student's test, copy of the original test, and grade (use the change of grade form).
9. Pay the required fees.

### **Credit by Exam Fee**

According to the current credit-by-exam fee schedule, students must pay for the credits being attempted before taking the exam. Students receiving the California College Promise Grant waiver are NOT exempt from this fee and must pay the per unit fee. In the spirit of cooperation with partner institutions, the fee schedule may be waived or reduced by the district.

Reference BP #4235

Approvals:

Academic Senate: January 12, 2022

Classified Senate: February 22, 2022

Cabinet: March 2, 2022

## **AP 4236 Advanced Placement Credit**

Reference:

**Education Code Section 79500**

Any student who passes a College Board Advanced Placement (AP) examination with a minimum score of three in a subject matter will be awarded credit in a general education area with a subject matter similar to that of the AP examination.

The Curriculum Committee, with broad representation from the Academic Senate and the faculty, reviews and approves the connections between AP examinations, FRC courses, and applicable General Education areas (e.g., local, CSU Breadth, IGETC).

For any AP examination that the District does not offer a course similar in content, the District will award credit in the General Education area shown on the California Community College General Education AP List. If there is no General Education area that fits the AP Examination, the District may award elective credit.

The District shall post its Advanced Placement Credit procedure on its Internet Web site.

Approvals:

Academic Senate: August 14, 2018

Classified Senate: April 16, 2018

Cabinet: October 4, 2018

## **AP 4240 Academic Renewal**

Reference:

### **CCR Title 5 Section 55046**

The academic renewal policy for Feather River Community College District is issued pursuant to Section 55046 of the California Administrative Code (Title 5) regulations. The purpose of AP 4240 is to disregard a student's past substandard academic performance when such work is not reflective of their current demonstrated ability. It is based on the recognition that due to unusual circumstances or circumstances beyond the student's control, the past substandard work will negatively affect their academic standing and unnecessarily prolong the rate at which they complete their current objectives.

If specific conditions are met, Feather River College may disregard the grades earned during a particular period of time from all consideration associated with the computation of a student's cumulative grade point average (GPA). This process is limited to no more than 30 units of coursework taken at any college for graduation. These conditions are:

1. The coursework to be disregarded is substandard. The total GPA of the semester is less than 2.0 units.
2. A minimum of two (2) semesters with at least eighteen (18) units having been completed at an accredited college or university with a cumulative GPA of 2.0 or better subsequent to the coursework to be disregarded.
3. At least 12 months have elapsed since the most recent coursework to be disregarded.
4. All substandard coursework shall be disregarded except those courses required as a prerequisite or to satisfy a requirement in the student's redirected educational objective.
5. Credit for courses from other colleges or universities may be disregarded in order to meet the GPA requirements for an associates degree or certificate of achievement toward graduation.

It is important to understand that all coursework will remain legible on the student's permanent records (transcripts), ensuring a true and complete academic history. However, the student's permanent records will be annotated so that it is readily evident to all users of the records that the substandard units, are to be disregarded. This notation will be made at the time that the academic renewal has been approved by the Admissions and Records Office.

If another accredited college has acted to remove previous coursework from consideration in computing the grade point average, such action shall be honored in terms of its policy. However, such units disregarded shall be deducted from the 30 semester unit maximum of coursework eligible to be disregarded at Feather River College.

Students requesting removal of previous coursework for certificate or degree consideration must file a petition in the Admissions and Records office. The petition shall

outline the term or consecutive terms of coursework to be disregarded and shall include evidence verifying (a) that work completed during the period is substandard, and (b) at least twelve (12) months has elapsed since completion of most recent coursework to be disregarded.

The Vice-President Instruction/CIO shall act on the petition and return it to the Admissions and Records Office for entry of the proper annotation on the student's permanent record. Academic renewal actions are irreversible.

This policy does not apply to the Financial Aid Academic Progress requirements. The Financial Aid Academic Progress requirements must be met for students to qualify for financial aid. Students may submit financial aid appeals directly to the Financial Aid Office for reinstatement of their aid eligibility if the enrollment records exceed the maximum units for their program of study, or their GPA drops below 2.0.

Reference: BP #4240

Approvals

Academic Senate: April 17, 2023

Classified Senate: September 28, 2023

Cabinet: October 9, 2023





# AP 4245 Academic Integrity

References:

**Feather River College BP/AP 5500 Standards of Conduct  
California Community Colleges, Chancellor's Office: Legal Opinion 07-12**

## Academic Dishonesty Complaint and Hearing Procedures

1. The faculty member who suspects a student of academic dishonesty shall document the commission of the act by writing down the time, date, place, and a description of the act and collect the evidence such as photocopying the plagiarized examination, placement assessment, test, quiz, project, report, and/or other form of evaluating student learning.
2. A. The faculty member who has evidence of the act of dishonesty shall attempt to resolve the matter informally by speaking with the student, referencing Feather River College's Student Code of Conduct. At this point, the faculty member may choose to take no further action or issue a lower grade, including a failing grade of "F" for the examination, placement assessment, test, quiz, project, report, and/or other form of evaluating student learning. If the latter action is imposed, the student must be informed during the informal discussion.  
  
B. In addition, the faculty member, who has evidence of the act of dishonesty is strongly encouraged to file an Academic Dishonesty Report with the Dean of Instruction/CIO (CIO) and must inform the student of this action.  
  
C. In the case of two reports of a repeat offender, the CIO will forward this information to the Chief Student Services Officer (CSSO) who will issue disciplinary actions according to Standards of Conduct, AP 5500.
3. If an informal resolution cannot be reached, the faculty member shall inform the student that the next step will be a formal hearing and file an Academic Dishonesty Report with the CIO.
4. If the offense is so serious as to warrant disciplinary action, the faculty member must file an Academic Dishonesty Report. The student must be informed of any action taken by the faculty member.
5. Upon receipt of the Academic Dishonesty Report, the CIO will convene an ad-hoc committee to review the report. This committee will consist of two members, excluding the faculty member involved in the incident, chosen randomly from the Academic Senate by the faculty secretary. The CIO will serve as Chair. All members will be voting members.

6. Within five business days of the committee's completion of the review, the CIO will notify all parties in writing within 5 business days of the date, time and location of the hearing. At the hearing, the student will meet with the ad-hoc committee to hear the charges and present their side of the case. The student may bring an advocate, who may advise the student but not present the case. If the student misses the hearing, the committee may proceed with the process to completion. The committee shall determine by majority vote if the evidence presented by the student is significant enough to rescind the action imposed by the faculty member. The CIO will send a written notification within 5 business days of the committee's decision to the faculty member and the student.
7. If the committee recommends that further disciplinary action be imposed, then that recommendation will be forwarded to the Chief Student Services Officer (CSSO), and the Academic Dishonesty Report will also be forwarded to the CSSO.
8. The Academic Dishonesty Report will be maintained for 5 years by the Instruction and Student Services offices.
9. Nothing in this policy is intended to infringe upon the rights of the student. For details on the Standards of Conduct and disciplinary actions, refer to AP 5500.

Board Policy: #4245

Approvals:

Academic Policies: November 26, 2008

Academic Senate: January 15, 2009

Cabinet: September 3, 2009

Sources

With permission, contents of this policy were adapted from "Academic Honesty" and "Academic Dishonesty," Oregon State University, Corvallis, Oregon; "Student Rights & Responsibilities: Scholastic Ethics Code," Pima Community College, Tucson, Arizona; "Student Rights and Responsibilities," Portland Community College; and "Academic Honesty," College of the Siskiyous.



## Academic Dishonesty Report

Date of Alleged Academic Dishonesty: \_\_\_\_\_

Student's Name: \_\_\_\_\_

Faculty Member's Name: \_\_\_\_\_

Course No. and Title of Course: \_\_\_\_\_

**Summary of Academic Dishonesty:** (Describe in detail what occurred, including specific names, dates and events. Attach copies of any supporting materials.)

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**Description of Sanctions Imposed:** (i.e. grade given for assignment, course, required additional work, etc.)

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**No Further Action Required.**

Return completed report to Office of Instruction (Dean of Instruction/CIO) for filing.

|   |                    |
|---|--------------------|
| <b>For Office of Instruction Use Only</b> |                    |
| Date & Time Received: _____               | Received by: _____ |

# AP 4250 Probation

References:

**Title 5 Sections, 55031, 55032, 55033, and 55034**

**Notification of Probation** – Each student is entitled to be notified of their academic difficulty and the availability of college support services to respond to the academic difficulty before the student is dismissed. Notification will consist, at a minimum, of the following: At the end of the semester in which the student's grade point average falls below 2.0 in all units attempted, a notice that the student is on probation shall be sent to the student informing them that they are on academic probation and that they must see a counselor to develop a plan for improvement. "All units attempted" is defined as all units of credit for which the student is enrolled in at the community college that they attend.

If the student receives symbols of "W," "I," or "NP" in 50% or more of all units in which a student has enrolled, the student shall be placed on progress probation.

At the end of the third semester in which the student is on academic or progress probation, a notice that the student is subject to dismissal will be sent to the student informing them that they are subject to dismissal.

**Probationary Letter** – The letter notifying the student of probation will cover, at a minimum, the significance of being on probation and description of the services available.

**Extension of Probation** – A student who is on academic probation and earns a semester grade point average of 2.0 or better shall not be dismissed as long as this minimum semester grade point average is maintained.

A student on progress probation because of an excess number of units for which entries of "W," "I," and "NP" are recorded shall be removed from probation when the percentage of units in this category drops below 50%.

## **Probation, Dismissal, Readmission Data Reporting**

The Superintendent/President shall develop and provide to the Board upon request a report of the number of students who were placed on probation, dismissed, and reinstated. This report must disaggregate the students by characteristics identified by the Board.

Reference: BP #4250

Approvals:

Academic Senate: February 14, 2024

Classified Senate: February 22, 2024

Cabinet: March 11, 2024

## AP 4255 Dismissal and Readmission

References:

**Title 5 Sections 55033 and 55034**

**Standards for Dismissal:** A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 2.0 in all units attempted in each of three consecutive primary semesters (fall and spring). A student who has been placed on probation shall be subject to dismissal if the percentage of units in which the student has been enrolled for which entries of “W,” “I,” “NC,” and “NP” are recorded in at least three consecutive primary semesters (fall and spring) reaches or exceeds fifty percent (50%).

**Dismissal Letter:** The letter notifying the student that they are subject to dismissal will cover, at a minimum, reference to this procedure, explanation of what dismissal means, procedure for reinstatement, and procedure to appeal the dismissal.

### **Appeal of Dismissal:**

The student has the right to appeal a proposed dismissal action if the student feels that facts exist that warrant an exception to the dismissal action. The student must file the written petition of appeal with the Chief Student Services Officer (CSSO) (or designee) within 40 working days after the dismissal letter was mailed. If the student fails to file a written petition within the 40 working days, the student is officially dismissed. The student has the option to file a petition of appeal at least 30 working days prior to any future semester in which they intend to enroll.

It is the student's responsibility to indicate on the petition a clear statement of the grounds on which continued enrollment should be granted and to provide evidence supporting the reasons. Petitions will be reviewed by the Satisfactory Academic Progress (SAP) Committee. The student will be continued on probation until the SAP Committee decides on the student's appeal.

The decision of the SAP Committee will be communicated to the student in writing by the CSSO (or designee) within 15 working days of receipt of the student's appeal. The student may appeal the decision of the SAP Committee in writing to the Superintendent/President (or designee) within 10 working days of the date of notification of the decision of the SAP Committee. The decision of the Superintendent/President is final.

If the dismissal appeal is granted, the student will be continued on probation for an additional semester. At the end of the additional semester, the student's academic record will again be evaluated to determine whether the student may be removed from probation, should be dismissed, or should be continued on probation.

Reference: BP #4250

Approvals:

Academic Senate: March 9, 2016

Classified Senate: November 16, 2015

Cabinet: April 7, 2016

# AP 4260 Prerequisites and Co-requisites

References:

**Title 5 Sections 55000 et seq.**

Prerequisites, co-requisites, advisories, and limitations are necessary to ensure that students succeed in their coursework and have access to the courses they require. It is important to have prerequisites in place where they are a vital factor in maintaining academic standards. It is also necessary to ensure that prerequisites, co-requisites, advisories, and limitations do not constitute unjustifiable obstacles to student access and success. Therefore, to foster the appropriate balance between these two concerns, the Education Code requires that prerequisites, co-requisites, advisories, and limitations be established based solely on content review or content review with statistical validation.

## 1. Information in the Catalog and Schedule of Courses.

The college shall provide the following explanations both in the college catalog and in the schedule of courses:

- A. Definitions of prerequisites, co-requisites, and limitations on enrollment including the differences among them and the specific prerequisites, co-requisites, and limitations on enrollment that have been established.
- B. Procedures for a student to challenge prerequisites, co-requisites, and limitations on enrollment and circumstances under which a student is encouraged to make such a challenge. The information about challenges must include, at a minimum, the specific process including any deadlines, the various types of challenge that are established in law, and any additional types of challenge permitted by the college.
- C. Definitions of advisories on recommended preparation, the right of a student to choose to take a course without meeting the advisory, and circumstances under which a student is encouraged to exercise that right.
- D. Definitions of contract course, co-requisite, noncredit basic skills course, non-degree-applicable basic skills courses, prerequisite, and satisfactory grade.

## 2. Challenge Process

- A. Any student who does not meet a prerequisite or co-requisite or who is not permitted to enroll due to a limitation on enrollment but who provides satisfactory evidence may seek entry into the course as follows:
  1. If space is available in a course when a student files a challenge to the prerequisite or co-requisite, the District shall reserve a seat for the student and resolve the challenge within five working days. If the challenge is upheld or the District fails to resolve the challenge within the five working-day period, the student shall be allowed to enroll in the course.
  2. If no space is available in the course when a challenge is filed, the challenge shall be resolved prior to the beginning of registration for the next term and, if the challenge is upheld, the student shall be permitted to enroll if space is available when the students registers for that subsequent term.

**B. Grounds for challenge shall include the following:**

1. Those grounds for challenge specified in Title 5 Section 55003 subdivision (p).
2. The student seeks to enroll and has not been allowed to enroll due to a limitation on enrollment established for a course that involves intercollegiate competition or public performance, or one or more of the courses for which enrollment has been limited to a cohort of students. The student shall be allowed to enroll in such a course if otherwise he/she/they would be delayed by a semester or more in attaining the degree or certificate specified in his/her/their educational plan.
3. The student seeks to enroll in a course that has a prerequisite established to protect health and safety, and the student demonstrates that he/she/they does not pose a threat to himself/herself/themself or others.
4. The student has the obligation to provide satisfactory evidence that the challenge should be upheld. However, where facts essential to a determination of whether the student's challenge should be upheld are or ought to be in the college's own records, then the college has the obligation to produce that information.

**C. Curriculum Review Process**

The curriculum review process shall at a minimum be in accordance with all of the following:

1. Establish a curriculum committee and its membership in a manner that is mutually agreeable to the college administration and the academic senate.
2. Establish prerequisites, co-requisites, and advisories on recommended preparation (advisories) only upon the recommendation of the academic senate except that the academic senate may delegate this task to the curriculum committee without forfeiting its rights or responsibilities under Title 5 Sections 53200-53204 and within the limits set forth in Title 5 Section 55003. Certain limitations on enrollment must be established in the same manner.
3. Establish prerequisites, co-requisites, advisories on recommended preparation, and limitations on enrollment only if:
  - a) The faculty in the discipline or, if the college has no faculty member in the discipline, the faculty in the department do all of the following:
    - a) Approve the course; and,
    - b) As a separate action, approve any prerequisite or co-requisite, only if:
      - (a) The prerequisite or co-requisite is an appropriate and rational measure of a student's readiness to enter the course or program as demonstrated by a content review including, at a minimum, all of the following:
        - (i) involvement of faculty with appropriate expertise;
        - (ii) consideration of course objectives set by relevant department(s). The curriculum review process should be done in a manner that is in accordance with accreditation standards.



- (iii) be based on a detailed course syllabus and outline of record, tests, related instructional materials, course format, type and number of examinations, and grading criteria;
  - (iv) specification of the body of knowledge or skills which are deemed necessary at entry or concurrent with enrollment;
  - (v) identification and review of the prerequisite or co-requisite which develops the body of knowledge or measures skills identified under iv.
  - (vi) matching of the knowledge and skills in the targeted course (identified under iv.) and those developed or measured by the prerequisite or co-requisite (i.e., the course or assessment identified under v.); and
  - (vii) maintain documentation that the above steps were taken.
- c) Approve any limitation on enrollment that is being established for an honors course or section, for a course that includes intercollegiate competition or public performance, or so that a cohort of students will be enrolled in two or more courses, and, in a separate action, specify which.
  - d) Approve that the course meets the academic standards required for degree applicable courses, non-degree applicable courses, non-credit courses, or community service respectively.
  - e) Review the course outline to determine if a student would be highly unlikely to receive a satisfactory grade unless the student had knowledge or skills not taught in the course. If the student would need knowledge or skills not taught in the course itself, then the course may be approved for degree applicable credit only if all requirements for establishing the appropriate prerequisite have been met excepting only approval by the curriculum committee.
  - f) Review the course outline to determine whether receiving a satisfactory grade is dependent on skills in communication or computation. If receiving a satisfactory grade is sufficiently dependent on such skills, then the course may be approved for degree applicable credit only if all requirements have been met for establishing a prerequisite or co-requisite of not less than eligibility for enrollment to a degree-applicable course in English or mathematics, respectively.
- b) A course which should have a prerequisite or co-requisite as provided in (5) or (6) but for which one or more of the requirements for establishing a prerequisite have not been met may only:
    - a) Be reviewed and approved pursuant to the standards for non-degree applicable credit, non-credit, or community service; or

- b) Be revised and reviewed as required to meet the criteria for establishing the necessary prerequisites or co-requisites.
  - c) The curriculum committee also reviews the course and prerequisite in a manner that meets each of the requirements specified above.
  - d) If the District chooses to use content review as defined in Title 5 Section 55000 subdivision (f) to define prerequisites and co-requisites in reading, written expression, or mathematics for courses that are degree applicable and are not in a sequence, it must adopt a plan consistent with Title 5 Section 55003 subdivision (c).
4. **Program Review.** As a regular part of the program review process or at least every six years, except that the prerequisites and co-requisites for vocational courses or programs shall be reviewed every two years, the college shall review each prerequisite, co-requisite, or advisory to establish that each is still supported by the faculty in the discipline or department and by the curriculum committee and is still in compliance with all other provisions of this procedure, the related policy, and with the law. Any prerequisite or co-requisite that is still supported shall be reviewed promptly thereafter to assure that it is in compliance with all other provisions of this procedure, the related policy, and with the law.
5. **Implementing Prerequisites, Co-requisites, and Limitations on Enrollment.** Implementation of prerequisites, co-requisites, and limitations on enrollment must be done in a consistent manner and not left exclusively to the classroom instructor. Every attempt shall be made to enforce all conditions a student must meet to be enrolled in the course through the registration process so that a student is not permitted to enroll unless he/she/they has met all the conditions or has met all except those for which he/she/they has a pending challenge or for which further information is needed before final determination is possible of whether the student has met the condition.
6. **Instructor's Formal Agreement to Teach the Course as Described.** Each college shall establish a procedure so that courses for which prerequisites or co-requisites are established will be taught in accordance with the course outline, particularly those aspects of the course outline that are the basis for justifying the establishment of the prerequisite or co-requisite. The process shall be established by consulting collegially with the local academic senate and, if appropriate, the local bargaining unit.

### **Review of Individual Courses**

If the student's enrollment in a course or program is to be contingent on his/her/their having met the proposed prerequisite(s) or co-requisite(s), then such a prerequisite or co-requisite must be established as follows. If enrollment is not blocked, then what is being established is not a prerequisite or co-requisite but, rather, an advisory on recommended preparation and must be identified as such in the schedule and catalog. Establishing advisories does not require all the following steps.

**1. Advisories on Recommended Preparation**

The college may recommend that a student meet a standard of readiness at entry only if recommended by the faculty in the discipline or department and by the curriculum committee as provided in above. This process is required whether the college used to describe such recommendations in its catalog or schedule as "prerequisites," or "recommended," or by any other term.

**2. Limitations on Enrollment**

The types of limitation on enrollment specified below may only be established through the curriculum review process by the discipline or department faculty and the curriculum committee specified above including the requirement to review them again at least every six years; for example, as part of program review. The following requirements must also be met in order to establish these particular limitations on enrollment.

- a. **Performance Courses** – The college may establish audition or try-out as a limitation on enrollment for courses that include public performance or intercollegiate competition such as but not limited to band, orchestra, theater, competitive speech, chorus, journalism, dance, and intercollegiate athletics provided that:
  - i. For any certificate or associate degree requirement which can be met by taking this course, there is another course or courses which satisfy the same requirement; and
  - ii. The college includes in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which meet the same requirement.

Limitations on enrollment established as provided for performance courses shall be reviewed during program review or at least every six years to determine whether the audition or try-out process is having a disproportionate impact on any historically under-represented group and, if so, a plan shall be adopted to seek to remedy the disproportionate impact. If disproportionate impact has been found, the limitation on enrollment may not be printed in subsequent catalogs or schedules nor enforced in any subsequent term until such a plan has been endorsed by the department and the college administration and put into effect.

- b. **Honors Courses** – A limitation on enrollment for an honors course or an honors section of a course may be established if, in addition to the review by the faculty in the discipline or department and by the curriculum committee as provided above, there is another section or another course or courses at the college which satisfy the same requirements. If the limitation is for an honors course and not only for an honors section, the college must also include in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course

or courses which meet the same associate degree or certificate requirement.

- c. **Blocks of Courses or Sections** – Blocks of courses or blocks of sections of courses are two or more courses or sections for which enrollment is limited in order to create a cohort of students. Such a limitation on enrollment may be established if, in addition to review by the faculty in the discipline or department and by the curriculum committee as provided above, there is another section or another course or courses that satisfy the same requirement. If the cohort is created through limitations on enrollment in the courses rather than limitations on specific sections of courses, then the college must include in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which satisfy the same associate degree or certificate requirement.

Reference: BP #4260

Approvals:

Academic Policies: November 25, 2020

Academic Senate: May 12, 2021

Classified Senate: January 12, 2021

Cabinet: September 3, 2021

## **AP 4300 Field Trips and Excursions**

Reference:

### **Title 5 Section 55220**

The District may conduct field trips and excursions in connection with courses of instruction or college-related social, educational, cultural, athletic or musical activities to and from places in California, or any other state, the District of Columbia, or a foreign country for students.

The District shall engage instructors, supervisors, and other personnel as may be necessary for such excursions or field trips who desire to contribute their services over and above the normal period for which they are employed by the District.

The District shall, at the discretion of the Dean of Instruction/CIO, Chief Student Services Officer (CSSO), or the Director of Athletic Operations and Events transport students, instructors, supervisors or other personnel by use of District equipment, contract to provide transportation, or arrange transportation by the use of other equipment.

When District equipment is used, the District shall obtain liability insurance, and if travel is to and from a foreign country, the liability insurance shall be secured from a carrier licensed to transact insurance business in the foreign country. All persons driving students have completed the campus driver safety training conducted by the facilities department. In addition, all employees driving college vehicles must maintain a Class A or Class B license as legally required for larger passenger vehicles. As of May 2017, all employees driving 12 or more passengers must maintain a class B license with a passenger endorsement.

The District may pay expenses of instructors, chaperones and other personnel participating in a field trip or excursion. Payment shall be by way of itemized reimbursement in a form prescribed by the Dean of Instruction/CIO, CSSO, or Director of Athletic Operations and Events. The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant or categorical program funds if the funds are used consistently with the funding source.

No student shall be prevented from making a field trip or excursion which is integral to the completion of the course because of lack of sufficient funds. The District shall use campus funds or coordinate efforts of community services groups to provide funds for students in need of them.

Instructors or field trip coordinators must submit a Travel Request Form to the Dean of Instruction/CIO, Director of Facilities/CTO, CSSO, or Director of Athletic Operations and Events as appropriate. Travel Request Forms should be submitted at least fifteen days in advance of the first travel date.

At the time that the trip departs, an up-to-date list of participants should be made available to the campus Director of Facilities/CTO.

While on field trips, students are expected to follow all campus regulations, except where health or safety concerns may require different allowances. In this case, exceptions must be approved by instructor and by a campus administrator, including the Dean of Instruction, CSSO, or the Director of Facilities/CTO before departing on the excursion.

All persons making a field trip or excursion shall be deemed to have waived all claims against the District for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adult students taking such trips and all parents or guardians of minor students shall sign appropriate forms before departing on a field trip, waiving such claims before departing on the excursion. The athletic department will maintain a separate set of forms, which student athletes will sign instead of the forms mentioned below, to waive claims against the District during travel associated with athletic events. The same form or forms can be used to waive the claims during a variety of course outings, as long as the risk associated with the events is of a similar nature. These forms will be retained indefinitely by instructors or field trip coordinators, either in hardcopy or electronically, after the field trip is complete.

The appropriate forms are as follows:

- Student Travel Form - for all travel
- Hazardous Activities Class Consent Form – for courses or course activities with a higher than usual amount of risk
- Student Special Travel Accommodation Form – for special occasions, when students will provide alternative travel or accommodations
- Release of Images and Media Form – for times when instructors will take or share photographs of students participating in course activities

## Travel

In cases where instructors or field trip coordinators have given students pre-approval, students may provide their own transportation and meet the group at a site where a field trip will take place. In this case, the District is not liable for the student until they arrive at field trip location. In addition, the District is not liable for the student after they leave the field trip site.

## Supervision

On overnight field trips, in cases where instructors or field trip coordinators have given students pre-approval, students may choose to secure their own accommodations. In this case, students must sign a waiver releasing the District from liability during times when they are not supervised by a District employee. In this case, the District is not liable for the student after the day's field trip activities have concluded and that student has been

dismissed, nor is the District responsible for the student until they have re-joined the group for field trip activities the following day.

### Volunteers

Non-students and non-employees may only attend field trips and travel in District vehicles if their attendance on the excursion will enhance the learning experience of the other students. If their attendance is deemed appropriate, they must complete a Campus Volunteer Application and a Student Travel Form. The Volunteer Application must be submitted and approved prior to travel.

District policies and administrative procedures are in effect for all field trips.

Reference: BP #4300

Approvals:

Standards and Practices; December 5, 2016

Academic Senate: May 10, 2017

Classified Senate: August 21, 2017

Cabinet: September 7, 2017

# **AP 4400 Community Education Programs**

Reference:

**Education Code Section 78300 et seq.; Title 5 Sections 55002 and 55160 subdivision (b)**

The Board of Trustees of the Feather River Community College District (“District”) recognizes that a program of community education classes and activities is an important purpose of a community college. The Board acknowledges that the cultural role a community college plays for a rural, isolated population is of vital importance. The District shall maintain a community education program that establishes classes in civic, vocational, literacy, health, family and consumer sciences, technical and general education including, but not limited to, classes in the fields of visual and performing arts, handicraft, science, literature, nature study, nature contacting, aquatic sports, and athletics.

Community education classes or activities are those offerings that provide lifelong learning and enrichment opportunities contributing to the physical, mental, moral, economic, or civic development of the individuals or groups enrolled in them. They are not supported by state apportionment or the general fund, nor do they gain a profit.

Classes or activities shall be open for the admission of adults and of those minors who must be able to profit from the classes to which they are admitted.

This policy will permit individuals and organizations to conduct community education classes and activities on behalf of the District, under written agreements meeting the provisions of the District’s Contracting policy and procedures (BP/AP 6340).

General Fund monies may be used as “seed money” to establish but not maintain community education classes or activities. All General Fund monies expended will be repaid through collected fees. Students enrolled in community education or activities shall be charged a fee not to exceed the cost of maintaining the classes or activities. Classes or activities may also be offered for remuneration by contract or through contributions or donations from individuals or groups.

## **A. Selection of Community Education Classes and Activities**

Community education classes and activities will be planned and overseen by a manager or administrator designated for this responsibility by the Superintendent /President. Planned offerings will be reviewed by an advisory committee for overall program balance and appropriateness to the college mission and strategic directions (as described in the most recent Strategic Plan), and to ensure that there is no inappropriate competition between community education offerings and the regular credit instructional offerings of the college. The advisory committee will include college faculty appointed by the Academic Senate, as well as appropriate



community members and the Vice-President Instruction/CIO. The manager or administrator in charge of the community education program will do his/her/their best to accede to the advice and counsel of the advisory committee; if there should be a difference of opinion on appropriate offerings, formats, etc., the Vice-President Instruction/CIO will be the first level of appeal, with appeal to the Superintendent /President only as needed. It will be the program manager's responsibility to provide balanced and diverse opportunities for the residents of the District without duplication of educational services. The program manager is also responsible to confer in a timely manner with lead faculty in the most closely related academic discipline when a new offering is being considered; in the absence of the appropriate faculty member (or if there is no closely related discipline at the college), the program manager should confer with the appropriate Division Chair and/or the Vice-President Instruction/CIO. The program manager will confer with the advisory committee concerning appropriate hiring and selection procedures and criteria for presenters.

All classes and activities will be consistent with the mission, goals and objectives of the Feather River Community College District. The program will:

1. Encompass a variety of formats including, but not limited to, individual lectures, workshops, conferences, seminars, performances, sports, and recreational activities.
2. Be appropriate to postsecondary education institutions.
3. Have community appeal, fulfilling a specific and significant community need.
4. Offer certificates and continuing education units (CEU) when appropriate.

## **B. Remuneration**

Community education presenters will be compensated on an individual contract basis approved by the program manager and the Vice-President Instruction/CIO.

## **C. Selection of Community Education Presenters**

The selection of community education presenters will be consistent with the commitment to provide education and the free exchange of ideas in an atmosphere of mutual respect among all participants and audience. The selection of presenters shall follow District policy and shall be approved by the Vice-President Student Services/CSSO. The presenters offering classes or activities may or may not be credentialed in their area of instruction, but they will, in all cases, have demonstrable and recognizable expertise in the field.

### **I. Guidelines for approval of presenters:**

1. Recognized expertise relating to the class or activity.
2. Sensitivity to and understanding of the principles of academic freedom.
3. Ability and willingness to encourage a climate of mutual respect among the program participants.

4. Ensure broad representation of a variety of viewpoints on important issues.
5. Present authoritative information and informed opinions on selected issues, topics or subjects.
6. Sensitivity and understanding of persons of diverse academic, socio-economic, cultural, disability and ethnic backgrounds.

#### **D. Participants**

In addition to the presenter who is responsible for the overall conduct of the class or activity, each class or activity will be open to the general adult population of the college's education area. Participants may include minors, but in the event that a minor registers for any class or activity, parental consent must be granted in writing and in advance, on a form approved by the District. Participants in community education classes will not be considered degree-seeking students of the college, but will be considered as participating in a college-sponsored, not-for-credit activity. Each participant must sign and file a waiver of liability for the specific class or activity to be engaged in, using a District-approved form designed for this purpose, prior to engaging in class activities.

#### **E. Fees Paid by Participants**

Participants enrolled in community education classes and activities may be charged a fee to cover the District's costs and the presenter's compensation. An additional materials fee may be charged when specific materials are required for the class or activity.

#### **F. Registration and Collection of Fees**

A District employee will handle registration and collection of fees. Registration forms will be turned in to the Office of Student Services and fees will be turned in to the Business Office. Time required for these duties will be counted in the overhead costs that will be covered by fees.

#### **G. Responsibilities of the Presenter/College**

**Publicity:** Any publicity costs to the college will be counted in the overhead costs that will be covered by fees. The presenter will coordinate all publicity with Feather River College's Office of Student Services.

**Facilities:** The presenter will coordinate all class or activity needs as they relate to facilities with the Office of Student Services. The Office of Student Services will assist with filing appropriate forms.

**Purchase of Specific Materials (from materials fee):** The Office of Student Services may assist the presenter in purchasing required class or activity materials. Presenters should be prepared to document costs associated with materials, so the

fee level can be justified and appropriate records can be kept for the District's accounting and for audit purposes.

## **H. Evaluations**

Each community education class or activity shall be evaluated by the participants using an instrument provided by the program manager, and designed in collaboration with the program's advisory committee. Payment for educations will be released when evaluations have been received and all terms of the contract completed.

The community education policy of Feather River College shall fully comply with California Education Code, Section 78300 et. seq; and Title 5, Sections 55002(d), 55160.

Board Policy: #4400

Approvals:

Academic Senate: February 10, 2021

Classified Senate: October 13, 2020

Cabinet: March 3, 2021

## **AP 4610 Instructional Service Agreements**

References:

**Education Code Section 78015 and 84752; Title 5, Sections 51006, 53410, 55002, 55003, 55005, 55300-55302, 55600 et seq., 58051 subdivision (c) – (g), 58055, 58056, 58058 subdivision (b), 58102-58108**

Feather River College may develop an instructional service agreement (ISA) with an outside agency to provide college-level training for its employees or members. The intent of an ISA is for a District and outside organization to combine their resources in order to provide instruction that would not have been possible but for the combination of resources. ISA's are different from contract education, in which a contractor pays the full cost of instruction in a closed class setting and the District does not receive apportionment.

The Dean of Instruction/CIO (CIO) develops and reviews all ISAs to ensure that any college course offered through an instructional service agreement is an open enrollment course that satisfies all Education Code and Title 5 requirements. To verify compliance with laws and regulations, the CIO reviews all ISAs to verify that the following sixteen items developed by the State Chancellor's Office are met:

1. The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program (Education Code Section 78015).
2. The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program on site.
3. The agreement/contract contains procedures, terms and conditions relating to 1) enrollment period; 2) student enrollment fees; 3) the number of class hours sufficient to meet the stated performance objectives; 4) supervision and evaluation of students; and 5) withdrawal of students prior to completion of program.
4. Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor.
5. The college or district must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.

6. The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college.
7. The course must be held at facilities which are clearly identified as being open to the general public. (Title 5, Section 58051.5) Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106) The district policy on open enrollment must be published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
8. Course outlines of record for advanced public safety courses will not list as a prerequisite public safety employment or possession of a basic course diploma. Appropriate health and safety prerequisites or enrollment limitations can include the requirement to pass a California Department of Justice Live Scan, or other additional requirements that comply with the law.
9. Course outlines of record for advanced public safety courses should include a sufficiently detailed list of prerequisites that are directly related to the content of the advanced course so that all prospective students can be assessed for enrollment eligibility. Prerequisites may not be established or construed to prevent academically qualified persons not employed in public safety agencies from enrolling in and attending courses.
10. A student may request an evaluation of their previous experience and coursework to determine if it is equivalent to the listed requirements. A student found not to meet the prerequisite requirements may challenge the prerequisites through the District's prerequisite challenge process. The District must maintain documentation that demonstrates its processes for assessing student eligibility for enrollment were followed.
11. College publications shall inform students regarding the method by which they may seek an evaluation for equivalent enrollment eligibility for advanced public safety courses. College publications, including the course outline and syllabi, shall include a notification that approval of equivalent enrollment eligibility is not a guarantee that state regulatory or licensing agencies will also grant equivalency for licensure or employment purposes.
12. Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.
13. The courses of instruction are specified in the agreement, the outlines of record for such courses and are approved by the college's curriculum committee as meeting

Title 5 course standards, and the courses have been approved by the district board of trustees.

14. Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.
15. Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.
16. It is agreed that both contractor and community college district will ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).
17. The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.
18. The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.
19. The District shall comply with the requirements of Title 5 Sections 55230-55232 concerning approval by adjoining high school or community college districts and use of non-district facilities, if classes are to be located outside the boundaries of the District.

Course tuition shall be paid by the student and/or agency.

Reference Updated: July 10, 2018

Approvals:

Academic Senate: October 11, 2017

Classified Senate: June 19, 2017

Cabinet: November 2, 2017

## CHAPTER 5

### Student Services

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## AP 5010 Admissions

Reference:

**Education Code 76000; 34 Code of Federal Regulations Section 668.16 (U.S Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended); ACCJC Accreditation Standard IIC.6**

The Superintendent/President or designee is the designated authority and responsible for the admission process.

All prospective students who wish to attend Feather River College for the first time shall complete an application for admission. Students who are returning to Feather River College after an absence of two or more consecutive semesters should contact the Admissions and Records Office to update their information.

- Feather River College accepts for admission anyone who is over 18 years of age or anyone who is under 18 years of age who can provide verification that they have graduated from high school, completed their GED, or have passed the California High School proficiency test.
- Special admission forms are required of high school students and students who are younger than high school age. The form requires approval from the student's parent or guardian and their school principal. Forms are available from area high school counseling offices, from the Admissions and Records Office at Feather River College, and on the College's website. See AP 5011, Admission and Concurrent Enrollment of High School and Other Young Students for more information.
- Nonresident students shall pay out-of-state tuition in addition to the resident enrollment fee. Non-resident students enrolling for less than 4.0 units will be assessed in-state fees. Students who wish to obtain California residency should follow the residency requirements outlined in AP 5015, Residency Determination.

All degree seeking students should request transcripts be forwarded to the Admissions and Records Office from their high school and all colleges they have attended.

All new students should meet with an academic counselor or advisor before they register to receive assistance with course placement, to develop a schedule of classes, and to create a comprehensive Student Educational Plan. See AP 5055, Enrollment Priorities.

Admissions policies and procedures are published in the college catalog, the schedule of classes and on the college website.

The Dean of Instruction/CIO shall be responsible for evaluating the validity of a student's high school completion if the college or the United States Department of Education has reason to believe that the high school diploma is not valid or was not obtained from an entity that provides secondary school education.



Also see AP 5011, Admission and Concurrent Enrollment of High School and Other Young Students, AP 5012, International Students and AP 5015, Residence Determination.

Reference: BP #5010, AP #5011, #5012, #5015

Approvals:

Classified Senate: November 20, 2017

Academic Senate: November 8, 2017

Cabinet: February 1, 2018

## **AP 5011 Admission and Concurrent Enrollment of High School and Other Young Students**

Reference:

**Education Code Sections 48800; 48800.5; 76001; 76002; 76004**

To be considered for admittance as a special part-time student, the student must meet the eligibility standards as established in Education Code Sections 48800 and 76001.

Admission is subject to seat availability. The student must submit:

- District application for admission;
- Written and signed parental or guardian consent;
- Written and signed approval of his/her/their principal (Note: a parent or guardian of a pupil who is not enrolled in a public or private school may petition directly without the signature of a principal.);
- Demonstration that the student is capable of profiting from instruction. The Superintendent/President or his/her/their designee has the authority to make the final decision whether a student can benefit from instruction.

To be considered for admission as a special full-time student, the student must meet the eligibility standards as established in Education Code Section 48800.05.

Admission is subject to seat availability. The student must submit:

- District application for admission;
- Written and signed parental or guardian consent;
- Written and signed acknowledgement of his/her/their principal. (Note: a pupil who is not enrolled in a public or private school does not need to provide written acknowledgement from his/her/their school principal.);
- Demonstration that the student is capable of profiting from instruction;
- Written approval of the school district governing board of the school district of attendance. The Superintendent/President or his/her/their designee has the authority to make the final decision whether a student can benefit from instruction.

To be considered for admission as a special summer session student, the student must meet the eligibility standards as established in Education Code Sections 48800 and 76001. Students will not be admitted unless they have availed themselves of all opportunities to enroll in equivalent courses at their schools of attendance.

The student must submit:

- Written and signed parental or guardian consent;
- Written and signed approval of his/her/their principal that the student has availed himself/herself/themself of all opportunities to enroll in an equivalent course at his/her/their school of attendance;
- Demonstration that the student has adequate preparation in the disciplines to be studied; and

All required documents shall be sent to the Superintendent/President or his/her/their designee.

### **High School Students**

For students attending high school, the Superintendent/President or his/her/their designee will review the materials, and will determine if the student has the abilities and sufficient preparation to benefit from the instruction at a community college. The decision of the Superintendent/President or his/her/their designee shall be final. This determination may be done by one or more of the following options:

- A review of the materials submitted by the student;
- Meeting with the student and his/her/their parent or guardian;
- Consultation with Academic Counselor;
- Consideration of the welfare and safety of the student and others; or
- Consideration of local, state or federal laws.

### **Middle and Lower School Students**

For students attending middle and lower schools, the determination shall be made by the Superintendent/President or his/her/their designee. The school must provide transcripts and a letter signed by the principal indicating how in his/her/their opinion the student can benefit from instruction. The committee will determine if the student has the abilities and sufficient preparation to benefit from instruction at a community college, and that the student's safety and that of others will not be affected. The decision of the Superintendent/President or his/her/their designee shall be final. Once a decision has been made, the student, his/her/their parent or guardian and the school principal shall be informed of the decision. This determination may be done by applying one or more of the following criteria:

- Review of the materials submitted by the student;
- Meeting with the student and his/her/their parent or guardian;
- Consultation with an FRC academic advisor;
- Consideration of the welfare and safety of the student and others;
- Consideration of local, state or federal laws;
- Review of the content of the class in terms of sensitivity and possible effects on the minor;
- Requirements for supervision of the minor; and/or
- Times the class(es) meet and the effect on the safety of the minor.

### **Other Information**

All courses, including those in which high school and other young students are permitted to enroll, will be open and advertised to the general public in the regular schedule of classes and will be taught with the rigor appropriate to college-level courses in accordance with the approved course outline. A student shall receive credit for community college courses that he/she/they completes at the level determined appropriate by the governing boards of the school district and community college district.

The college will maintain records of enrollment for all students, including high school and other young students, in the Admissions and Records office for apportionment purposes.

Per AP 5055, co-enrolled high school or other young students are not eligible for priority registration (Tier 1, 2, or 3) to ensure that these students do not displace regularly admitted students.

Special part-time high school or other young students may enroll in up to, and including, 11 units per semester and the enrollment fees will be waived with the exception of the health and transit fees. Special full-time high school or other young students enrolling for 12 or more units will pay full enrollment fees.

If a request for special part-time or full-time enrollment is denied for a pupil who has been identified as highly gifted, the board shall provide written findings and reasons for the denial within 60 days. A recommendation regarding the request for admission, and the denial shall be submitted to the board at a regularly scheduled meeting that falls at least 30 days after the request for admission has been submitted.

If the decision to offer a class on a high school campus is made after publication of the district's regular schedule of classes, and the class is only advertised to the general public through electronic media, the class must be advertised for a minimum of 30 continuous days prior to the first meeting of the class.

If the class is offered on a high school campus, the class may not be held during the time the campus is closed to the general public, as defined by the school board.

If the class is a physical education class, no more than 10 percent of the enrollment of the class may consist of special part-time or full-time students.

### **College and Career Access Pathways (CCAP)**

The governing board had adopted all the legal requirements of Education Code Section 76004 in order to participate in the College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

- The District may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of adopting a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, shall do both of the following: For career technical education pathways to be provided under the partnership, consults with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each district shall have final decision-

making authority regarding the career technical education pathways to be provided under the partnership; and

- Present, take comments from the public on, and approve or disapprove the dual enrollment partnership agreement at an open public meeting of the governing board of the district.

The CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges Chancellor's Office and with the department before the start of the CCAP partnership, and shall:

- outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school pupils to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those pupils; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The protocols shall only require a high school pupil participating in a CCAP partnership to submit one parental consent form and principal recommendation for the duration of the pupil's participation in the CCAP partnership.
- establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- identify a point of contact for the participating community college district and school district partner.
- certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code Section 87010 or any controlled substance offense as defined in Education Code Section 87011.
- certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.
- certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.
- include a plan by the participating community college district to ensure all of the following:
  - A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus;
  - A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership; and
  - Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Education Code Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
- certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting

requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

- specify both of the following:
  - Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education; and
  - Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation.

A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils or any other course opportunities that do not assist in the attainment of at least one of the following goals:

- developing seamless pathways from high school to community college for career technical education or preparation for transfer;
- improving high school graduation rates; or
- helping high school pupils achieve college and career readiness.

The District will not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Education Code Section 49011.

The District may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code Section 11300 and consistent with middle college high school provisions in Education Code Section 76001. Units completed by a pupil pursuant to a CCAP agreement may count towards determining a pupil's registration priority for enrollment and course registration at a community college.

The District may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus, either in person or using an online platform, during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.

The District may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:

- The units constitute no more than four community college courses per term;

- The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article; and
- The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

The governing board of the District exempts special part-time students from the following fee requirements:

- Student representation fee (Education Code Section 76060.5)
- Nonresident tuition fee and corresponding permissible capital outlay fee or processing fee (Education Code Section 76140)
- Transcript fees (Education Code Section 76223)
- Course enrollment fees (Education Code Section 76300)
- Apprenticeship course fees (Education Code Section 76350)
- Child development center fees (Education Code Section 79121)

The District shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Education Code Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. For purposes of calculating classroom-based average daily attendance for classroom-based instruction apportionments, at least 80 percent (80%) of the instructional time offered by a charter school pursuant to an authorized CCAP partnership agreement shall be at the school site, and the charter school shall require the attendance of a pupil for a minimum of 50 percent (50%) of the minimum instructional time required to be offered pursuant to paragraph (1) of subdivision (a) of Education Code Section 47612.5. If the pupil is also a special part-time student enrolled in a community college pursuant to this section and the pupil will receive academic credit upon satisfactory completion of enrolled courses.

For each CCAP partnership agreement entered into pursuant to this section, the district shall report annually to the office of the Chancellor of the California Community Colleges Chancellor's Office, the Legislature, the Director of Financial Aid, and the Superintendent/President all of the following information:

- The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- The total number of full-time equivalent students generated by CCAP partnership community college district participants.
- The total number of full-time equivalent students served online generated by CCAP partnership community college district participants.

Reference: BP #5010, AP #5010

Approvals:

Academic Senate: February 10, 2021

Classified Senate: October 13, 2020

Cabinet: March 3, 2021



# AP 5012 International Students

## References:

Education Code Sections 76141 and 76142;  
Title 5 Section 54045;  
Title 8 U.S. Code Sections 1101 et seq.

- An application process that includes submission of appropriate visa information from the country of residence, including INS forms.
- Students who will be attending pursuant to an F-1 visa, submission of paperwork to substantiate issuance by the District of form I-20.
- Required TOEFL (Test of English as a Foreign Language) internet based test (IBT) or computer based test (CBT) scores, or other English proficiency test scores that meet the requirements below. If an international student completed their high school diploma in the United States, transcripts showing successful completion of high school English (C or better) may be accepted in lieu of an English proficiency test.
- Residence determination, including review of whether student holds a visa that requires the student have a residence outside of the U.S., or entered the U.S. under a visa that permits entry solely for a temporary purpose.
- Exemptions from nonresident tuition as authorized by Education Code Section 76140 subdivision (a) (2) for financial need.

| TEST             |         |
|------------------|---------|
| TOEFL – IBT, CBT | 57, 163 |
| IELTS            | 5.5     |
| DUOLINGO         | 85      |
| GTEC CBT         | 1040    |
| PTE              | 43      |
| ITEP             | 3.5     |
| EIKEN            | 2A      |

Calculation of nonresident tuition fee applicable to noncitizens who have not or cannot establish residence, in an amount not to exceed the amount expended by the District for capital outlay in the preceding fiscal year divided by the total full-time equivalent students. This fee cannot exceed 50 percent (50%) of the nonresident tuition charged other nonresidents.

Reference: BP #5012

Approvals:

Academic Senate: May 3, 2023

Classified Senate: May 3, 2023

Cabinet: May 3, 2023

# **AP 5013 Students in the Military**

Reference:

**Education Code Sections, 68074, 68075, 68075.5 and 68075.7; Title 5, Sections 55023, 55024, 54041, 54042, 54050, and 58620; Military and Veterans Code Section 824; 38 U.S. Code Section 3679**

## **Residence Determinations for Military Personnel and Dependents**

A student who is a member of the armed forces of the United States stationed in California, except a member of the armed forces assigned for educational purposes to a state-supported institution of higher education, is entitled to resident classification. Such student shall retain resident classification in the event that the member of the armed forces is thereafter transferred on military orders to a place outside of California or thereafter retires from active duty, so long as the student remains continuously enrolled in the District.

An undergraduate student who is a natural or adopted child, stepchild, or spouse who is a dependent of a member of the armed forces of the United States stationed in this state on active duty and is in attendance at, or has been admitted, to the District shall be entitled to resident classification. Such student shall retain resident classification if he/she is thereafter transferred on military orders to a place outside of California, so long as the student remains continuously enrolled in the District.

A veteran who was discharged or released from at least 90 days of active service less than three years before the date of enrollment in a course commencing on or after July 1, 2015, and their dependents, regardless of the veteran's state of residence is entitled to resident classification.

An individual who is the child or spouse of a person who, on or after September 11, 2001, died in the line of duty while serving on active duty as a member of the Armed Forces who resides in California is entitled to resident classification.

An individual who is entitled to transferred Post-9/11 GI Bill program benefits by virtue of their relationship to a member of the uniformed services who is serving on active duty is entitled to resident classification.

A parent who is a federal civil service employee and their natural or adopted dependent children are entitled to resident classification if the parent has moved to this state as a result of a military mission realignment action that involves the relocation of at least 100 employees. This classification shall continue until the student is entitled to be classified as a resident, so long as the student continuously attends an institution of public higher education.

A student claiming the residence classifications provided for in this procedure must provide a statement from the student's commanding officer or personnel officer providing evidence of the date of the assignment to California, and that the assignment to active duty in California is not for educational purposes. A student claiming the residence classifications provided for here for the dependent of military personnel shall provide a statement from the

military person's commanding officer or personnel officer that the military person's duty station is in California on active duty as of the residence determination date, or has been transferred outside of California on active duty after the residence determination date, or that the military person has retired from active duty after the residence determination date. (Title 5, Sections 54041; 54042)

### **Withdrawal Policies for Members of the Military**

A student who is a member of an active or reserve United States military service and who receives orders compelling a withdrawal from courses shall be permitted to withdraw upon verification of such orders. A withdrawal symbol may be assigned which may be "W" or "MW." Military withdrawal shall not be counted in progress probation, dismissal calculations, or in calculating the permitted number of withdrawals. In no case may a military withdrawal result in a student being assigned an "FW" grade. In no case may a college require a student who is required to report for military duty to withdraw from a course by a specified date in order to receive a full refund of the tuition and fees the student paid to the college for the academic term in which the student was required to report for military service.

Reference: AP #5055

Reference Updated: April 12, 2019

Approvals:

Academic Senate: August 14, 2018

Classified Senate: April 16, 2018

Cabinet: October 4, 2018

# AP 5015 Residence Determination

Reference:

**Education Code Sections 68000 et seq. 68130.5 68074.7-68075.7 and 68086; Title 5 Sections 54000 et seq.; 38 U.S. Code Section 3679**

**Residence Classification** – Residency classifications shall be determined for each student at the time of each registration and whenever a student has not been in attendance for more than one semester. Residence classifications are to be made in accordance with the following provisions:

- A residence determination date is that day immediately preceding the opening day of instruction for any session during which the student proposes to attend.
- Residence classification is the responsibility of the Admissions Office.

Students will be notified of residence determination within 14 calendar days of submission of application.

A student seeking to enroll exclusively in career development and college preparation courses, and other courses for which no credit is given, shall not be subject to this residency classification requirement.

The District shall publish the residence determination date and summary of the rules and regulations governing residence determination and classification in the District catalog or addenda thereto.

## Rules Determining Residence

- A student who has resided in the state for more than one year immediately preceding the residence determination date is a resident.
- A student who has not resided in the state for more than one year immediately preceding the residence determination date is a nonresident.

The residence of each student enrolled in or applying for enrollment in any class or classes maintained by this District shall be determined in accordance with the Education Code that states that every person has, in law, a residence. In determining the place of residence, the following rules are to be observed:

- Every person who is married or eighteen years of age, or older, and under no legal disability to do so, may establish residence.
- A person may have only one residence.
- A residence is the place where one remains when not called elsewhere for labor or other special or temporary purpose and to which one returns in seasons of repose.

- A residence cannot be lost until another is gained.
- The residence can be changed only by the union of act and intent.
- A student may establish their residence. A student's residence shall not be derivative from that of their spouse or domestic partner.
- The residence of the parent with whom an unmarried minor child maintains their place of abode is the residence of the unmarried minor child. When the minor lives with neither parent, the minor's residence is that of the parent with whom the last place of abode was maintained, provided the minor may establish their residence when both parents are deceased and a legal guardian has not been appointed.
- The residence of an unmarried minor who has a parent living cannot be changed by the minor's own act, by the appointment of a legal guardian, or by relinquishment of a parent's right of control.

### **Determination of Resident Status**

A resident is a student who has been a bona fide resident of the state for one year prior to the residence determination date. A bona fide resident is a person whose residence is in California as determined above except:

- A student who is a minor and remains in this state after the parent, who was previously domiciled in California and has established residence elsewhere, shall be entitled to retain resident classification until attaining the age of majority and has resided in the state the minimum time necessary to become a resident, so long as continuous attendance is maintained at an institution.
- A student who is a minor and who provides evidence of being entirely self-supporting and actually present in California for more than one year immediately preceding the residence determination date with the intention of acquiring a residence therein, shall be entitled resident classification until they have resided in the state the minimum time necessary to become a resident.
- A student who has not been an adult for one year immediately preceding the residence determination date for the semester for which the student proposes to attend an institution shall have the immediate pre-majority-derived California residence, if any, added to the post-majority residence to obtain the one year of California residence.
- A student holding a valid credential authorizing service in the public schools of this state, who is employed by a school district in a full-time position requiring certification qualifications for the college year in which the student enrolls in an institution, shall be entitled to resident classification if each student meets any of the following requirements:
  - They hold a provisional credential and are enrolled in courses necessary to obtain another type of credential authorizing service in the public schools.

- They hold a credential issued pursuant to Education Code Section 44250 and are enrolled in courses necessary to fulfill credential requirements.
  - They are enrolled in courses necessary to fulfill the requirements for a fifth year of education prescribed by subdivision (b) of Education Code Section 44259.
  - A student holding a valid emergency permit authorizing service in the public schools of this state, who is employed by a school district in a full-time position requiring certification qualifications for the academic year in which the student enrolls at an institution in courses necessary to fulfill teacher credential requirements, is entitled to resident classification only for the purpose of determining the amount of tuition and fees for no more than one year. Thereafter, the student's residency status will be determined under the other provisions of this procedure.
- A student who is a full-time employee of the California State University, the University of California or a community college, or of any state agency or a student who is a child or spouse of a full-time employee of the California State University, the University of California or a community college, or of any state agency may be entitled to resident classification, until the student has resided in the state the minimum time necessary to become a resident.
  - A student who is a natural or adopted child, stepchild, or spouse who is a dependent of a member of the armed forces of the United States stationed in this state on active duty and is in attendance at, or has been admitted to, the District shall be entitled to resident classification. If the member of the armed forces of the United States later transfers on military orders to a place outside this state, or retires as an active member of the armed forces of the United States, the student dependent shall not lose their resident classification, so long as they remain continuously enrolled in the District.
  - A student who is a member of the armed forces of the United States stationed in this state, except a member of the Armed Forces assigned for educational purposes to a state-supported institution of higher education, is entitled to resident classification only for the purpose of determining the amount of tuition and fees. If the student later transfers on military orders to a place outside this state, the student shall not lose their resident classification, so long as they remain continuously enrolled in the District.
  - A veteran who was discharged or released from at least 90 days of active service less than three years before the date of enrollment in a course commencing on or after July 1, 2015, and their dependents, regardless of the veteran's state of residence is entitled to resident classification.

- An individual who is the child or spouse of a person who, on or after September 11, 2001, died in the line of duty while serving on active duty as a member of the Armed Forces who resides in California.
- An individual who is entitled to transferred Post-9/11 GI Bill program benefits by virtue of their relationship to a member of the uniformed services who is serving on active duty.
- A student who is a minor and resides with their parent in a district or territory not in a district shall be entitled to resident classification, provided that the parent has been domiciled in California for more than one year prior to the residence determination date for the semester, quarter, or term for which the student proposes to attend.
- A student who is a Native American is entitled to resident classification for attendance at a community college if the student is also attending a school administered by the Bureau of Indian Affairs located within the community college district.
- A student who is a federal civil service employee and their natural or adopted dependent children are entitled to resident classification if the parent has moved to this state as a result of a military mission realignment action that involves the relocation of at least 100 employees. This classification shall continue until the student is entitled to be classified as a resident, so long as the student continuously attends an institution of public higher education.
- A student who resides in California and is 19 years of age or under at the time of enrollment, who is currently a dependent or ward of the state through California's child welfare system, or was served by California's child welfare system and is no longer being served either due to emancipation or aging out of the system, may be entitled to resident classification until they have resided in the state the minimum time necessary to become a resident.
- A student who lives with a parent who earns a livelihood primarily by performing agricultural labor for hire in California and other states, and the parent has performed such labor in this state for at least two months per year in each of the two preceding years, and the parent resides in this District and the parent of the student has claimed the student as a dependent on their state or federal personal income tax return if they have sufficient income to have personal income tax liability shall be entitled to resident classification.
- A student who demonstrates financial need, has a parent who has been deported or was permitted to depart voluntarily, moved abroad as a result of that deportation or voluntary departure, lived in California immediately before moving abroad, attended a public or private secondary school in the state for three or more years, and upon enrollment, will be in their first academic year as a matriculated student in California public higher education, will be living in California, and will file an affidavit with the District stating that they intend to establish residency in California as soon as possible.

- A student who has a special immigrant visa that has been granted status under Section 1244 of Public Law 110-181 or under Public Law 109-163, or is a refugee admitted to the United States under Section 1157 of Title 8 of the United States Code, and who, upon entering the United States, settled in California, shall be exempt from paying the nonresident tuition fee required by Section 76140 for the length of time they live in this state up to the minimum time necessary to become a resident.
- Any Team USA student athlete who trains in the state in an elite level program approved by the United States Olympic and Paralympic Committee is entitled to resident classification for tuition and fee purposes until the athlete has resided in the state the minimum time necessary to become a resident.

### **Granting California Residency**

California residency will be granted if all of the following criteria are met:

1. Evidence of physical presence in California for one year and one day prior to the residence determination date by providing documentation of continuous occupancy of rented or leased property in California or utility bill with a California residence;
2. Evidence of financial independence by providing state and federal tax returns where the student has not and will not be claimed as an exemption by their parent(s) in the calendar year prior to the year the reclassification application is made;
3. Evidence of intent to make California the home for other than a temporary purpose by maintaining a California driver's license or California ID.

If all of the above criteria are not met, the student may provide additional evidence of intent to make California their home for other than temporary purposes. To do so the student must provide evidence for #1 above and four (4) additional items from the list below. Items must be obtained/dated by December 31<sup>st</sup> for residency classification the following fall semester and by May 31<sup>st</sup> for residency classification the following spring semester. The Residency Questionnaire, evidence and a written narrative describing their intent must be submitted to the Admissions and Records Office prior to the start of the semester for which the student seeks reclassification. The Residency Committee, whose membership includes the Vice-President Student Services/CSSO, Vice-President Instruction//CIO, and the Director of Admissions and Records/Registrar, will then determine if there is a sufficient union of act and intent by reviewing the coupling of the student's physical presence in California with objective evidence of intent, along with a personal explanation of how the student's evidence and intent fit together.

Objective manifestations of intent to establish California residence include, but are not limited to:

1. Evidence of financial independence by providing state and federal tax returns where the student has not and will not be claimed as an exemption by their parent(s) in the calendar year prior to the year the reclassification application is made;
2. Evidence of intent to make California the home for other than a temporary purpose by maintaining a California driver's license or California ID.



3. Ownership of residential property or continuous occupancy of rented or leased property in California.
4. Registering to vote and voting in California.
5. Licensing from California for professional practice.
6. Active membership in California professional, religious, merchant, or service organizations or social clubs.
7. Presence of spouse, children, or other close relatives in the state.
8. Showing California as home address on federal income tax forms.
9. Payment of California state income tax as a resident.
10. Maintaining California motor vehicle license plates/registration.
11. Maintaining permanent military address, or home of record in California while in armed forces.
12. Establishing and maintaining active California bank accounts.
13. Being a petitioner of divorce in California.
14. Remaining in California during academic breaks.
15. Registering for the Selective Service in California (indicating California address)
16. Other

Physical presence within California solely for educational purposes does not allow a student to establish residence, regardless of the length of time present in the state (EC 68043, T5 54022(c)).

**Right to Appeal** – Students who have been classified as non-residents have the right to a review of their classification (Title 5 Section 54010 (a)). Any student, following a final decision of residence classification by the Admissions Office, may make written appeal to the Superintendent/President within 30 calendar days of notification of final decision by the college regarding classification.

**Appeal Procedure** – The appeal is to be submitted to the Admissions Office, which must forward it to the Superintendent/President within five working days of receipt. Copies of the original application for admission, the residency questionnaire, and evidence or documentation provided by the student, with a cover statement indicating upon what basis the residence classification decision was made, must be forwarded with the appeal.

The Superintendent/President shall review all the records and have the right to request additional information from either the student or the Admissions Office.

Within 30 calendar days of receipt, the Superintendent/President shall send a written determination to the student. The determination shall state specific facts on which the appeal decision was made.

**Reclassification** – A student previously classified as a non-resident may be reclassified as of any residence determination date. A residence determination date is that day immediately preceding the opening day of instruction for any session during which the student proposes to attend.

Petitions are to be submitted to the Admissions Office.

Petitions must be submitted prior to the semester for which reclassification is to be effective. Extenuating circumstances may be considered in cases where a student failed to petition for reclassification prior to the residency determination date. In no case, however, may a student receive a non-resident tuition refund after the date of the first census.

Written documentation may be required of the student in support of the reclassification request.

A questionnaire to determine financial independence must be submitted with the petition for reclassification. Determination of financial independence is not required for students who were classified as non-residents by the University of California, the California State University, or another community college District (Education Code Section 68044).

A student shall be considered financially independent for purposes of residence reclassification if the applicant meets **all** of the following requirements:

- Has not and will not be claimed as an exemption for state and federal tax purposes by their parent(s) in the calendar year the reclassification application is made and any of the three calendar years prior years prior to the year the reclassification application is made;
- Has not and will not receive more than (\$750) per year in financial assistance from their parent(s) in the calendar year the reclassification application is made and in any of the three calendar years prior to the reclassification; and
- Has not lived and will not live for more than six weeks in the home of their parent(s) during the calendar year the reclassification application is made and in any of the three calendar years prior to the reclassification application.

A student who has established financial independence may be reclassified as a resident if the student has met the requirements of Title 5 Sections 54020, 54022, and 54024.

Failure to satisfy all of the financial independence criteria listed above does not necessarily result in denial of residence status if the one-year requirement is met and demonstration of intent is sufficiently strong.

Financial dependence in the current or preceding calendar year shall weigh more heavily against finding California residence than financial dependence in the preceding second and third calendar year. Financial dependence in the current or preceding calendar year shall be overcome only if (1) the parent on whom the student is dependence is a California resident, or (2) there is no evidence of the student continuing residence in another state.

The Residency Committee will make a determination, based on the evidence and notify the student no later than 14 days of receipt of the petition for reclassification.

Students have the right to appeal according to the procedures above.

**Non-Citizens** – The District will admit any non-citizen who is 18 years of age or a high school graduate.

If non-citizens are present in the United States illegally or with any type of temporary visa, they will be classified as non-residents and charged non-resident tuition unless they meet the exceptions contained below.

If, for at least one year and one day prior to the start of the semester in question, a non-citizen has possessed any immigration status that allows them to live permanently in the United States and they meet the California residency requirements, the student can be classified as a resident.

Any students who are U.S. citizens, permanent residents of the U.S., and aliens who are not non-immigrants (including those who are undocumented), may be exempt from paying nonresident tuition if they meet one of the following requirements:

- Total attendance of, or attainment of credits earned while in California equivalence to three or more years of full-time attendance or attainment of credits at any of the following: (a) California high schools; (b) California high schools established by the State Board of Education; (c) California adult schools established by either a county office of education, unified or high school district, or the Department of Corrections and Rehabilitation; (d) campuses of the California community colleges; or (e) a combination thereof; or
- Three or more years of full-time high school coursework in California, and a total of three or more years of attendance in California elementary schools, or a combination of California elementary and secondary schools.

Additionally, the following requirements must be met:

- Graduation from a California high school or attainment of the equivalent thereof; or completed an associate degree from a California Community College; or completed the minimum requirements at a California Community College, or fulfill the minimum transfer requirements established for the University of California or the California State University for students transferring from a campus of the California Community Colleges;
- Registration or enrollment in a course offered by any college in the District for any term commencing on or after January 1, 2002,
- Completion of a questionnaire form prescribed by the State Chancellor and furnished by the District of enrollment, verifying eligibility for this nonresident tuition exemption; and
- In the case of a student without lawful immigration status, the filing of an affidavit that the student has filed an application to legalize their immigration status, or will file an application as soon as they are eligible to do so.

Documents and information obtained in implementing this exemption are confidential.

The initial residency classification will be made at the time the student applies for admission. Students may file residency questionnaire forms through the third week of the semester to request a review of their residency status. Final residency determination is made by the Residency Committee. Students may appeal the decision.

Reference: BP #5015

Approvals:

Academic Senate: December 13, 2023

Classified Senate: December 4, 2023

Cabinet: February 12, 2024

## **AP 5017 Responding to Inquiries of Immigration Status, Citizenship Status, and National Origin Information**

References:

**Education Code Sections 66093, 66093.3, and 68076; Title 5 Section 41905**

Unless required by federal or state law, the District shall not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

Where any law contemplates submission of immigration status or citizenship status information to satisfy the requirements of a special program, the District shall not use that documentation or information for decisions related to admissions or enrollment in courses or degree programs.

The District is not permitted to use immigration status, citizenship status, or national origin information in personal statements outside the application process, other than for legitimate educational interests, including the provision of a service or benefit relating to the student, such as health care, counseling, job placement, or financial aid.

If the District learns of a student's immigration status through its application process (including the student's personal statement or answers to personal insight questions), the District shall create policies and procedures to protect such personal identifiable information and retain the information only to the extent it is necessary or required by law. The District shall avoid the disclosure of information that might indicate a student or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA) or state law.

Where permitted by law, the Residency Committee, whose membership includes the Chief Student Services Officer, Dean of Instruction/CIO, and Registrar of the District shall enumerate alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status or citizenship status, and that do not reveal information related to citizenship or immigration status.

Examples of documents that can be used as proof of residency include but are not limited to:

- Registering a motor vehicle operated in California;
- Obtaining a California driver's license or California identification card;
- Filing a resident or nonresident California state income tax return;
- Listing a California address on a federal income tax return;
- Listing a permanent military address or home of record in California;

- A professional or vocational license obtained from a California state licensing agency (e.g., nursing, teaching credentials);
- Maintaining active resident memberships in California based professional organizations (e.g., police union, teachers' union); and
- Maintaining an active bank account at a California bank.

Where a District is permitted by law to request a minor student's parent's residency information in order to determine tuition or aid, the educational institution shall only require documentation or information that is available to persons regardless of immigration status (as noted above).

Where residency, age, and other eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this administrative procedure, the District's procedures and forms shall describe to the applicant, and accommodate, all alternatives specified in law and all alternatives authorized under this administrative procedure.

Specifically, where the District must determine a student's residency for purposes of in-state tuition, the District shall not inquire about a parent/guardian's citizenship or immigration status, and shall enumerate alternative means of establishing a parent/guardian's residency. If the student is considered a minor dependent of a California resident, the college or university shall only require documents to determine whether the parent has resided in California for one year (e.g. vehicle registration, lease agreements, etc.)

Approvals:

Academic Senate: December 11, 2019

Classified Senate: December 18, 2019

Cabinet: February 6, 2020

## AP 5020 Nonresident Tuition

### References:

#### **Education Code Sections 68130.5 and 76140 et seq.; Title 5 Section 54045.5**

- Exemptions, including:
  - Any students, other than non-immigrant aliens under 8 U.S. Code Section 1101(a)(15), who meet the following requirements:
    - either high school attendance in California for three or more years OR attainment of credits earned in California from a California high school equivalent to three or more years of full-time high school coursework and a total of three or more years of attendance in California elementary schools, California secondary schools, or combination of those schools;
    - graduation from a California high school or attainment of the equivalent thereof;
    - registration or enrollment in a course offered for any term commencing on or after January 1, 2002;
    - completion of a questionnaire form prescribed by the State Chancellor's Office verifying eligibility for this nonresident tuition exemption; and
    - in the case of a student without lawful immigration status, the filing of an affidavit that the student has filed an application to legalize their immigration status, or will file an application as soon as they are eligible to do so.
  - Any students who meet the following requirements:
    - demonstrates financial need;
    - has a parent who has been deported or was permitted to depart voluntarily;
    - moved abroad as a result of that deportation or voluntary departure;
    - lived in California immediately before moving abroad;
    - attended a public or private secondary school in the state for three or more years; and
    - Upon enrollment, will be in their first academic year as a matriculated student in California public higher education, will be living in California, and will file an affidavit with the District stating that they intend to establish residency in California as soon as possible.
  - Any nonimmigrant aliens granted "T" or "U" visa status under title 8 U.S. Code Section 1101(a)(15)(T)(i) or (ii), or section 1101(a)(15)U(i) or (ii), respectively, who meet the following requirements:
    - high school attendance in California for three or more years;
    - graduation from a California high school or attainment of the equivalent thereof;
    - registration or enrollment in a course offered for any term or commencing on or after January 1, 2002; and

- completion of a questionnaire form prescribed by the State Chancellor's Office verifying eligibility for this nonresident tuition exemption.
- A special part-time student, other than a nonimmigrant alien under 8 U.S. Code Section 1101(15) (a), participating in a College and Career Access Pathways (CCAP) partnership program and enrolled in no more than 15 units per term.

## **Other Exemptions**

### **Veterans Access, Choice, and Accountability Act (VACA) Nonresident Tuition Exemption:**

In compliance with Section 68075.7 of the California Education Code, Feather River College will grant a full exemption from the nonresident enrollment fee to all students **verified** to be "covered individuals" that are eligible to use Montgomery GI Bill-Active Duty or Post-9/11 GI Bill education benefits (Chapters 30 and 33, respectively, of Title 38, U.S. Code) while living in California.

Eligibility for VACA Nonresident Tuition Exemption:

- Must be a "covered individual" as defined in the Veterans Access, Choice, and Accountability Act.
- Must start attending classes at FRC within three years of discharge from a period of active duty service of 90 days or more (of self or of eligible spouse or parent).
- Must provide evidence of eligibility for VA education benefits by providing a "Certificate of Eligibility" issued by the Veterans Administration, confirming the approved education benefits for the veteran student or eligible dependent.
- Eligible spouse or dependent must provide a copy of the Transfer of Entitlement approval form.
- Must provide a copy of form DD-214, Certificate of Release of Discharge from Active Duty.

### **International Students:**

Pursuant to California Education Code, Article 9, Section 76140, nonresident tuition fees for foreign students may be exempted provided that the nonresident has demonstrated a financial need for the exemption, and that not more than 10 percent of the nonresident foreign students attending Feather River College receive an exemption. If the provision for an exemption of nonresident tuition fees is currently available, Feather River College will evaluate requests from applicants who document financial need for an exemption. There are no guarantees that an exemption will be granted. Requests for an exemption are accepted at the beginning of the fall semester and reviewed by a committee designated by the CSSO. The committee ranks the applications and forwards eligible students to the CSSO for final approval. The District's annual allowance for the exemption is \$8,000 per fiscal year. Students awarded



exemptions for the fall semester must complete 12 units with a 2.0 grade point average to receive their second exemption for the spring semester.

### **Western Undergraduate Exchange (WUE):**

AB 1998 (2022, Smith) authorized community colleges to participate in the Western Undergraduate Exchange (WUE) and provide discounted nonresident tuition fees for qualifying students from qualifying Western States. The bill authorizes certain community college districts with 3,000 or fewer full-time equivalent students to also exempt students from states that participate in the (WUE) from the mandatory fee requirement of three times the amount of the fee established for residents. This bill decreases the per-unit fee for those students to 1.5 times the amount of the fee established for residents and includes students from states that participate in the WUE. Students approved to participate in the WUE will be granted a tuition rate of 150% the California state rate.

Feather River College is limited on the number of students that can receive the WUE Tuition Rate/Scholarship. Students eligible for WUE must submit a separate application with supplemental documentation. The application, application acceptance window, and eligibility requirements are posted on the FRC WUE webpage. Acceptance is limited to program capacity.

The College will report to the Western Interstate Commission for Higher Education (WICHE) annually, by October 31, the number of WUE students enrolled at the institution, by major/program of study, and the number of WUE students from each member state.

### **Other Nonresident Tuition Information**

- Nonresident tuition fees are capped at 15 units per semester, beyond this point students are responsible only for the resident enrollment fee.
- The nonresident tuition fee will be set no later than March 1 each year, in conjunction with all other enrollment fees for the following academic year.
  - The calculation for nonresident tuition will be calculated according to the Budget and Accounting Manual including but not limited to expense of education in the previous year and fees in contiguous districts
- International students must pay a \$25.00 processing fee when all documentation has been submitted.
- A requirement that the calculation provide for students enrolled in more or less than 15 units per term.
- A requirement that a notice listing persons exempt from paying nonresident tuition be posted on the District's website.

Reference: BP #5020

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

# AP 5030 Fees

Reference:

**Education Code Sections 70902(b) (9), 76300, 76300.5, 66205.3; Title 5, Section 58629, 58520, 51012, ACCJC Accreditation Standard I.C.6, California Community College Chancellor’s Office (CCCCO) Student Fee Handbook**

## FEATHER RIVER COMMUNITY COLLEGE DISTRICT SCHEDULE OF FEES Effective Fall 2024 Semester

| 2024-2025 Fees                                      | \$46/unit | \$84/unit | \$299/unit | \$23/unit | Total      |
|---|-----------|-----------|------------|-----------|------------|
| Enrollment Fee *                                    | X         |           |            |           | \$46/unit  |
| Upper Division Coursework *                         | X         | X         |            |           | \$130/unit |
| Nonresident Tuition Fee (0-4 units)                 | X         |           |            |           | \$46/unit  |
| Nonresident Tuition Fee (up to 15 units)            | X         |           | X          |           | \$345/unit |
| Nonresident Tuition Fee (additional units above 15) | X         |           |            |           | \$46/unit  |
| WUE Fee **  | X         |           |            | X         | \$69/unit  |

\* Established by State of California, subject to change

\*\* WUE (Western Undergraduate Exchange) awarded to qualifying students through application process

Transcripts

First two are free; \$5 each thereafter

\$10 for U.S. Postal Service delivery (two business days)

\$40 for International U.S. Postal Service Delivery

Health

\$18 per semester, \$15 per Summer Session

Transportation Fee

\$1.50 per unit

Orientation/Processing Fee

\$25 per semester (International Students only)

|  |   |
|--|---|
| Parking  | Parking Permits:<br><b>Students:</b> \$20 per semester<br>\$5 Summer Session, \$1 per day<br><b>Employees:</b><br>50% or greater - \$40 annual, \$20 per semester,<br>\$5 Summer Session<br>Less than 50% - \$20 annual, \$10 per semester,<br>\$2 Summer Session |
| Library Fines  | 25 cents per day per book:<br>\$2 per day for Reserve Materials maximum of<br>replacement cost of the item plus \$15 processing<br>fee per item on materials not returned after three<br>weeks overdue  |
| Inter-Library Loan Fines   | 50 cents per day per book;<br>Maximum of replacement cost of the item plus \$15<br>processing fee per item on all materials not<br>returned after three weeks overdue.  |
| Photocopies  | Single-sided - 10 cents per page<br>Double-sided - 15 cents per page<br>Color - \$1 per page  |
| Fax  | Sending - 50 cents per page<br>Receiving - 50 cents per page  |
| Returned Checks  | \$20 processing fee   |
| Lost Keys  | \$20 processing fee   |
| Computer Printing Fee  | First 50 pages are free;<br>\$5 per 100 printed pages thereafter  |
| Credit By Examination Fee  | \$20 per unit   |
| Class Audit Fee  | <b>Students enrolled in 10 or more units:</b><br>Auditing 3 or less units - no fee<br>Auditing more than 3 units - \$15/unit Audit Fee<br><b>Students enrolled in less than 10 units:</b><br>\$15/unit Audit Fee  |
| Student Representation Fee (Optional)<br>(Associated Student Body) | \$2 per semester  |
| Replacement of Diploma or Certificate                              | \$10 each   |

International Students – Medical Insurance must be purchased or proof of insurance provided in English by all International Students

Note: Individual Course Fees and Community Services Class Fees may be charged according to California Code of Regulations, Title V

Approvals:

Cabinet: February 12, 2024

Board of Trustees: February 29, 2024

## **AP 5031 Instructional Materials and Fees**

References:

**Education Code Section 76365; Title 5 Sections 59400 et seq.**

Students may be required to provide instructional materials required for a credit or non-credit course. Such materials shall be of continuing value to a student outside of the classroom setting and shall not be solely or exclusively available from the District.

Required instructional materials shall not include materials used or designed primarily for administrative purposes, class management, course management, or supervision.

Instructors shall take reasonable steps to minimize the cost and ensure the necessity of instructional materials.

The District will publish these regulations in each college catalog.

### **Definitions**

"Required instructional materials" means any materials which a student must procure or possess as a condition of registration, enrollment or entry into a class; or any such material which the instructor determines is necessary to achieve the required objectives of a course.

Required instructional materials which are of "continuing value outside of the classroom setting" are materials which can be taken from the classroom setting and which are not wholly consumed, used up, or rendered valueless as they are applied in achieving the required objectives of a course to be accomplished under the supervision of an instructor during the class.

Required textbooks or access to publisher websites, which may be required and chosen by instructors, are not considered instructional materials in the context of this policy and instructors are not required to list costs for these items in the college catalog. However, where textbooks or publisher website access, etc. are available to a student temporarily through a license or access fee, the student shall be provided options at the time of purchase to maintain full access to the instructional materials for varying periods of time ranging from the length of the class up to two years. The terms of the license or access fee shall be provided to the student in a clear and understandable manner prior to purchase. Instructors have the authority to choose textbooks and online course materials so long as these choices are at an appropriate level of rigor and clarity and do not compete with other college needs such as departmental standards or other logistical considerations.

"Solely or exclusively available from the District" means that the instructional material and fee is not available except through the District, or that the District requires that the instructional material be purchased or procured from it. A material shall not be considered

to be solely or exclusively available from the District if it is provided to the student at the District's actual cost; and 1) the instructional material is otherwise generally available, but is provided solely or exclusively by the District for health and safety reasons; or 2) the instructional material is provided in lieu of other generally available but more expensive material which would otherwise be required.

### **Establishing Required Materials and Related Fees**

- 1) Faculty members who believe that an instructional materials fee is necessary and appropriate for promoting student success in their course should first consult the Student Fee Handbook issued by the Chancellor's Office to ensure that their proposed fee is legally allowed.
- 2) Once the faculty member determines compliance with the Student Fee Handbook, the faculty members should complete a "Course/Instructional & Materials Fee Request" form and submit it to their division chair for review.
- 3) Upon review by the division chair, the form should be submitted to the CIO for review and approval. Once approved, the division chair will communicate the instructional materials and fees to the class scheduler so they can be included in the print and online class schedules. Proposals should be reviewed and approved during the normal scheduling timeline as established by the Office of Instruction
- 4) Instructional materials and fees should be reviewed and approved during the normal scheduling timeline.

Approvals:

Standards and Practices: August 29, 2016

Academic Senate: December 14, 2016

Classified Senate: January 23, 2017

Cabinet: February 3, 2017

## **AP 5035 Withholding of Student Records**

Reference:

**Title 5 Section 59410**

The Director of Admissions and Records/Registrar may withhold diplomas, registration privileges, and other third-party verifications from any student or former student who fails to pay a proper financial obligation to the District. The student shall be given written notification and the opportunity to explain if the financial obligation is in error.

The definition of proper financial obligation shall include, but is not limited to: student fees; obligations incurred through the use of facilities, equipment or materials; library fines; unreturned library books; materials remaining improperly in the possession of the student; or any other unpaid obligation a student or former student owes to the District. A proper financial obligation does not include any unpaid obligation to a student organization.

Reference: BP #5035

Approvals:

Academic Senate: May 12, 2021

Classified Senate: September 14, 2021

Cabinet: October 1, 2021

# **AP 5040 Student Records, Directory Information, and Privacy**

Reference:

**Education Code Sections 66093.3 and 76200 et seq.; Title 5 Sections 54600 et seq. and 59410, 20 U.S. Code Section 1232 g subdivision (j) (US Patriot Act); 10 US Code Section 503; Civil Code Sections 1788.90 et seq. and 1798.85; ACCJC Accreditation Standard II.C.8**

A cumulative record of enrollment, scholarship, and educational progress shall be kept for each student.

## **Collection and Retention of Student Information**

The District shall treat all students equitably in the receipt of all school services, including, but not limited to, the gathering of student and family information for the institution's benefit programs.

The Admissions and Records Office shall maintain in writing District policies and procedures for gathering and handling sensitive student information, and appropriate personnel shall receive training regarding those policies and procedures.

The District will provide students and families with annual notice, at the beginning of each school year, of institutional policies for student privacy and the abilities of parents or eligible students to inspect student information.

The District will provide students an opportunity to opt out of disclosure of directory information. Notices must describe the following:

- The kind of information that the school has identified as directory information;
- The eligible student's ability to refuse to let the school designate the information as directory information, which could be disclosed to outside entities;
- The period of time in which the eligible student has to notify the school in writing that they do not want the information designated as directory information; and
- That opting out by the noted deadline is the students' only way to prevent the release of directory information.

Any sensitive information, such as a student's, parent's, or guardian's SSN, any AB 540 determinations, or citizenship status information collected by the District or disclosed by the student, should be maintained only for as long as necessary.

If the District possesses information that could indicate immigration status or citizenship status, the District shall not consider the acquired information in admissions decisions or access to educational courses or degree programs.



Students may elect not to provide immigration or citizenship status information to the institution, and this election shall not impede admissions or enrollment in educational programs.

The District shall not create a list of student names linked with immigration status.

District police or security departments shall not inquire into an individual's immigration status for immigration enforcement purposes.

District police or security departments shall not aid any effort to create a registry containing individuals' country of birth or based on any other protected characteristics of victims, witnesses, or suspects of crimes unless required by law for specified purpose

### **Release of Student Records**

No instructor, official, employee, or Governing Board member shall authorize access to student records to any person except under the following circumstances:

- Student records shall be released pursuant to a student's written consent. This request must include the student's social security or student identification number and the student's birth date and signature. The Records Office staff will process these requests.
- "Directory information" may be released in accordance with the definitions in Board Policy 5040.
- Student records shall be released pursuant to a judicial order or a lawfully issued subpoena. The registrar receives and processes requests received as subpoenas or court orders.
- Student records shall be released pursuant to a federal judicial order that has been issued regarding an investigation or prosecution of an offense concerning an investigation or prosecution of terrorism.
- Student records may be released to officials and employees of the District only when they have a legitimate educational interest to inspect the record.

Student records may be released to authorized representatives of the Comptroller General of the United States, the Secretary of Education, an administrative head of an education agency, state education officials, or their respective designees or the United States Office of Civil Rights, where that information is necessary to audit or evaluate a state or federally supported educational program or pursuant to federal or state law. Exceptions are that when the collection of personally identifiable information is specifically authorized by federal law, any data collected by those officials shall be protected in a manner that will not permit the personal identification of students or their parents by other than those officials, and any personally identifiable data shall be destroyed when no

longer needed for that audit, evaluation, and enforcement of federal legal requirements. The Registrar or Records Office staff will provide student records to educational institutions.

Student records may be released to officials of other public or private schools or school systems, including local, county or state correctional facilities where education programs are provided, where the student seeks or intends to enroll or is directed to enroll. The release is subject to the conditions in Education Code 76225. The student's records will be transferred upon payment by the student of all fees and charges due the college. The college will keep a record of all information that is released to a third party. Records Office staff will process these requests.

Student records may be released to agencies or organizations in connection with a student's application for, or receipt of, financial aid, provided that information permitting the personal identification of those students may be disclosed only as may be necessary for those purposes as to financial aid, to determine the amount of the financial aid, or conditions that will be imposed regarding financial aid, or to enforce the terms or conditions of financial aid. The Director of Financial Aid has access to and may release information related to financial aid applications.

Student records may be released to organizations conducting studies for, or on behalf of, accrediting organizations, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering financial aid programs, and improving instruction, if those studies are conducted in such a manner as will not permit the personal identification of students or their parents by persons other than representatives of those organizations and the information will be destroyed when no longer needed for the purpose for which it is conducted. This information is released by the Information Services Department.

Student records may be released to appropriate persons in connection with an emergency if the knowledge of that information is necessary to protect the health or safety of a student or other persons, subject to applicable federal or state law. The Chief Student Services Officer and/or Registrar will determine the release of information in these areas.

The following information shall be released to the federal military for the purposes of federal military recruitment: student names, addresses telephone listings, dates and places of birth, levels of education, degrees received, prior military experience, and/or the most recent previous educational institutions enrolled in by the students. This reporting is provided by the Information Services Department.

### **Access to Student Records for Immigration Enforcement Purposes**

The District must obtain a student's written consent before disclosing educational records, unless the information is relevant for a legitimate educational interest or includes directory information only. Neither exception permits disclosing information for immigration enforcement purposes; no student information shall be disclosed for immigration enforcement purposes without a court order or judicial warrant. Without a court order or

a judicial warrant, written consent must be signed and dated by the student, or (if the student is a minor) by the student's parent(s) or guardian(s), before disclosure of the information, and must specify the records that may be disclosed, the purpose of the disclosure, and the party or class of parties to whom the disclosure may be made.

If desired by the student, the District must provide a copy of the records to be released. The party to whom the information is disclosed may not re-disclose the information to any other party without the prior consent of the student or subsequent court order.

District personnel shall develop a written policy for interactions with immigration authorities seeking to review student records. At minimum, such policies shall include the following information:

- Contact information including the name, title, e-mail addresses, and phone numbers for the correct person to review and respond to a request for student records.
- Access to sample warrant and subpoena documents that could be used for access onto campus property, or to seize or arrest students or other individuals on campus.
- District personnel shall provide a set of responses for [building personnel or residence hall staff to use in response to officers seeking access to records for immigration enforcement purposes.

In addition to notifying the Vice President of Student Services/CSSO, District personnel shall take the following action steps in response to an officer other than campus police requesting access to student records:

1. Ask for the officer's name, identification number, and agency affiliation;
2. Record or copy this information;
3. Ask for a copy of any warrants;
4. Inform the officer that you are not obstructing his/her efforts but that you need to contact a campus administrator or campus counsel for assistance.

Campus security and other employees shall not provide personal information about an individual for immigration enforcement purposes, unless that information is publicly available, or required by a court order or judicial warrant. "Personal information" is defined as any information that identifies or describes an individual, and includes but is not limited to, a student's physical description, home or work address, telephone number, education, financial matters, medical or employment history, and statements made by, or attributed to, the individual. This restriction does not apply to information regarding the immigration or citizenship status of an individual.

Unless the District is served with a judicial subpoena or court order that by its terms prohibits disclosure to the student, the student must be notified of any judicial order or subpoena before the institution complies with the order in accordance with FERPA.

### **Charge for Transcripts or Verifications of Student Records**

A student/former student shall be entitled to two free copies of the transcript of his/her record or two free verifications of various student records. Additional copies shall be made available to the student, or to an addressee designated by him/her, at the rate of \$5.00 per copy. Students may request special processing of a transcript. All requests will be processed and documented by Records Office Staff.

### **Electronic Transcripts**

The District may elect to implement a process for the receipt and transmission of electronic student transcripts contingent upon receipt of sufficient funding.

### **Use of Social Security Numbers**

The District shall not do any of the following:

- Publicly post or publicly display an individual's social security number;
- Print an individual's social security number on a card required to access products or services;
- Require an individual to transmit his/her social security number over the internet using a connection that is not secured or encrypted;
- Require an individual to use his/her social security number to access an Internet Web site without also requiring a password or unique personal identification number or other authentication device; or
- Print, in whole or in part, an individual's social security number that is visible on any materials that are mailed to the individual. Except those materials used for:
  - Application or enrollment purposes
  - To establish, amend, or terminate an account, contract, or policy; or
  - To confirm the accuracy of the social security number.

If the District has, prior to January 1, 2004, used an individual's social security number in a manner inconsistent with the above restrictions, it may continue using that individual's social security number in that same manner only if:

- The use of the social security number is continuous;
- The individual is provided an annual disclosure that informs the individual that he/she has the right to stop the use of his/her social security number in a manner otherwise prohibited;
- The District agrees to stop the use of an individual's social security number in a manner prohibited upon a written request by that individual;
- No fee shall be charged for implementing this request; and the District shall not deny services to an individual for making such a request.

Reference: #BP 5040

Approvals:

Academic Senate: May 11, 2022

Classified Senate: April 22, 2022

Cabinet: November 13, 2023

# AP 5050 Student Success and Support Program

## Reference

**ACCJC Accreditation Standard II.C.2; Education Code Sections 78210 et. seq.; Title 5, Section 55500**

The District shall provide Student Success and Support Program services to students to further equality of educational opportunity and academic success. The Student Success and Support Programs shall identify and close opportunity gaps that impact student success and improve the District's commitment to diversity, equity, and inclusion to better support student success. The Student Success and Support Program brings the student and the District into agreement regarding the student's educational goal through the District's established programs, policies and requirements. The agreement is implemented by means of the student educational plan.

Each student, in entering into an educational plan, will do the following:

- identify an education and career goal;
- identify a course of study;
- be assessed to determine appropriate course placement;
- complete orientation;
- participate in the development of the student educational plan;
- complete a student educational plan no later than the term for which the student completes 15 semester units of degree applicable credit coursework;
- diligently attend class and complete assigned coursework; and
- complete courses and maintain progress toward an educational goal

Student Success and Support Program services include, but are not limited to all of the following:

- Orientation on a timely basis, information concerning campus procedures, academic expectations, financial assistance, and any other appropriate matters.
- Assessment and counseling upon enrollment, which shall include, but not be limited to, all of the following:
  - Administration of assessment instruments to determine student competency in computational and language skills.
  - Assistance to students in identification of aptitudes, interests and educational objectives, including, but not limited to, associate of arts degrees, transfer for baccalaureate degrees, and vocational certificates and licenses.
  - Evaluation of student study and learning skills.
  - Referral to specialized support services as needed, including, but not limited to, federal, state, and local financial assistance; health services; mental health services; campus employment placement services; extended

- opportunity program services; campus child care services; programs that teach English as a second language; and disabled student services.
- Advisement concerning course selection.
  - Follow-up services, and required advisement or counseling for students who are enrolled in remedial courses, who have not declared an educational objective as required, or who are on academic probation.
- The District shall not use any assessment instrument except those specially authorized by the Board of Governors of the California Community Colleges.

Reference: BP #5050

Approvals:

Academic Senate: October 13, 2021

Classified Senate: September 14, 2021

Cabinet: December 3, 2021

## **AP 5052 Open Enrollment**

Reference:

**Title 5, Sections 51006, 58106, 58108**

All courses of the District shall be open to enrollment in accordance with BP5052. Enrollment may be limited to students meeting properly validated prerequisites and co-requisites, or due to other non-evaluative, practical considerations as determined by the college's Dean of Instruction/CIO.

No student is required to confer or consult with or required to receive permission to enroll in any class offered by the District, except as provided for in Administrative Procedures 5010, 5011 and 5055.

Students are not required to participate in any pre-registration activities not uniformly required, and no registration procedures are used that result in restricting enrollment except as provided for in Administrative Procedures 5010, 5011 and 5055.

A student may challenge an enrollment limitation on any of the following grounds:

- The limitation is unlawfully discriminatory or is being applied in an unlawfully discriminatory manner;
- The District is not following its enrollment procedures;
- The basis for the limitation does not in fact exist.

Students may challenge enrollment limitations by filing a written appeal with the Superintendent/President or their designee.

Approvals:

Cabinet: January 24, 2005

# AP 5055 Enrollment Priorities

Reference:

**Education Code Section 66025.8; 66025.9; 66025.92  
Title 5 Sections 55000, 55002, 55023, 55031, 58106, 58108, 56026, 56232,  
Student Success Act of 2012**

Enrollment in courses and programs may be limited to students meeting properly established prerequisites and co-requisites. (See BP and AP 4260, Prerequisites and Co-requisites)

Enrollment is limited based on legal requirements and may be limited due to the following:

- Availability of qualified instructors
- Contractual requirements
- Curriculum and catalog class size enrollment specifications
- Facility limitations
- Faculty workloads
- Funding limitations
- Health and safety considerations
- Legal requirements
- Licensing or certification requirements
- Regional planning

The following documented eligible groups who are not on academic or progress probation for two consecutive terms and have not earned 100 degree-applicable units are eligible for priority registration:

## Priority Tier #1

- Active member or former member of the Armed Forces of the United States
  - Must be a resident of California
  - Must be honorable, general, or other than honorable discharge
  - Must begin education within 15 years of leaving State or Federal active duty and maintains priority registration eligibility for four academic years
- Current foster youth and former foster youth (up to 24 years of age)
- Cooperative Agencies Resources for Education (CARE)
- Disability Support Program for Students (DSPS)
- Extended Opportunity Programs and Services (EOPS)
- CalWORKs
- Rising Scholars/ISP
- Student Parents
  - A student parent is “a student who has a child or children under 18 years of age who will receive more than half of their support from that student



## **Priority Tier #2**

- Active TRiO Program Participants (TRiO – Student Support Services, Educational Talent Search and Upward Bound high school seniors)

## **Priority Tier #3**

- New and continuing students in good standing and fully matriculated

## **Priority Tier #4**

- New students and continuing students not fully matriculated, audit students, and concurrent enrollment (high school students, see AP 5011)

## **Enrollment Priority Appeals**

Students may appeal the loss of their enrollment priority due to extenuating circumstances or where a student with a disability, applied for, but did not receive reasonable accommodation in a timely manner as defined in section 58108(n). Students may appeal by submitting a general student petition to the Admissions & Records Office. It is the responsibility of the student to indicate on the petition a clear statement of the grounds on which continued priority enrollment should be granted and to provide evidence supporting these reasons. Petitions will be reviewed by a committee consisting of the Vice-President Student Services/CSSO, Academic Advisor, and the Director of Admissions and Records/Registrar and the committee's decision will be final.

Reference: BP #5055, BP #4260, AP #4260, AP #5011

Approvals:

Academic Senate: October 11, 2023

Classified Senate: September 26, 2023

Cabinet: December 11, 2023

# **AP 5075 Adding, Dropping, and Withdrawing from Courses**

References:

**Title 5 Sections 55024 and 58004**

## **Adding Courses**

Students may add courses through the registration period. The first two weeks of full-semester courses – short term courses have individual dates. Dates are posted on the Academic Calendar.

After the registration period concludes, courses may only be added by submitting a Petition to Add or Drop a Course Late and must be approved by the Vice-President Instruction/CIO.

Courses added after the census date will not be counted in apportionment.

## **Dropping Courses**

Students who drop courses by the published, course-specific Add/Drop deadline are entitled to a 100% refund.

It is the student's responsibility to drop or withdraw from courses that they do not wish to attend.

## **Withdrawals**

Drops are authorized through the day before census without restriction or academic penalty and no grading symbol will be recorded on the student's academic record. Students who drop a class on the census date and through the last day of the fourteenth week of instruction (or 75 percent of a term, whichever is less) will receive a grading symbol of a withdrawal ("W"). This grading symbol will count towards units attempted and the maximum times (three) to attempt a course.

Instructors shall clear their rolls of inactive students not later than the end of the last business day before the census day for all students by indicating "NS" on census roster. "Inactive students" include:

- Students identified as no-shows,
- Students who officially withdraw,
- Students who are no longer participating in the courses and are therefore dropped by the instructor with the last day of attendance.

## **Military Withdrawals**

Military withdrawal “MW” will be issued to military service members who receive orders for active duty compelling withdrawal from courses. The “MW” will not be counted in progress probation or dismissal calculations. The district will refund the entire fee unless academic credit has been awarded. To receive an MW, the student must complete a withdrawal form and present documentation to the Chief Instructional Officer.

### **Excused Withdrawal**

An excused withdrawal (“EW”) will not be counted toward the permitted number of withdrawals or counted as an enrollment attempt, nor will it be counted in progress probation and dismissal calculations. An excused withdrawal occurs when a student is permitted to withdraw from a course(s) due to specific events beyond the control of the student affecting his/her ability to complete a course(s). Reasons may include:

- a job transfer outside the geographical region,
- an illness in the family where the student is the primary caregiver,
- an incarcerated student in a California state prison or county jail released from custody or involuntarily transferred before the end of the term,
- a student subjected to immigration action,
- or other extenuating circumstance making completion impracticable and in accordance with Title 5 Section 55024.

In the case of an incarcerated student, an excused withdrawal cannot be applied if the failure to complete the course(s) was the result of the student’s behavioral violation or if the student requested and was granted a mid-semester transfer.

To receive an EW, a student must complete a withdrawal form and submit it, along with appropriate documentation, to the Chief Instructional Officer. Upon verification of these conditions and consistent with the District’s required documentation substantiating the condition, a withdrawal symbol of “EW” may be assigned at any time after the period established by the District during which no notation is made for withdrawals. In no case shall an excused withdrawal result in a student being assigned an “FW” grade.

### **Attempts at a Course**

As of July 1, 2012, students will not be permitted to attempt a course more than three times. For more information, see AP 4225.

Reference: AP #4225

Approvals:

Academic Policies: January 22, 2020

Academic Senate: May 13, 2020

Classified Senate: February 20, 2020

Cabinet: May 5, 2021

## AP 5110 Advising/Counseling

References:

**Education Code Sections 72620 and 72621; Title 5 Section 51018; ACCJC Accreditation Standard II.C.5**

The advising/counseling services available in the District's advising/counseling program include at least the following:

- Academic advising/counseling, in which the student is assisted in assessing, planning, and implementing their immediate and long-range academic goals;
  - Career guidance, in which the student is assisted in assessing their aptitudes, abilities, and interests, and is advised concerning the current and future employment trends;
  - Personal counseling, or referral to services, in which the student is assisted with personal, family, or other social concerns, when that assistance is related to the student's education;
  - Coordination with the advising/counseling aspects of other services to students which exist on campus, including but not limited to those services provided in programs for students with disabilities (see BP 5140), skills testing programs, financial assistance programs, job placement services, and other campus and community resources
- As a condition of priority registration, academic advising/counseling is required for all first time students. Students on academic or progress probation may also be required to meet with an advisor/counselor.

**Confidentiality of Counseling Information:** Information of a personal nature disclosed by a student 12 years of age or older in the process of receiving counseling from a counselor is confidential, and shall not become part of the student record without the written consent of the person who disclosed the confidential information. However, the information shall be disclosed when permitted by applicable law, including but not limited to disclosure as necessary to report child abuse or neglect; reporting to the Superintendent/President or other persons when the counselor has reason to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or other persons living in the college community; reporting information to the Superintendent /President or other persons as necessary when the student indicates that a crime involving the likelihood of personal injury or significant or substantial property losses will or has been committed; reporting information to one or more persons specified in a written waiver by the student.

Reference: BP #5110, BP #5140

Approvals:

Academic Senate: March 13, 2019

Classified Senate: March 28, 2019

Cabinet: April 4, 2019

## **AP 5120 Transfer Center**

Reference:

**Education Code Sections 66720-66744; Title 5, Section 51027**

The District has a transfer center plan that complies with the requirements of Title 5. The plan identifies appropriate target student populations and is designed to increase the transfer applications of underrepresented students among transfer students.

Plan components include, but are not limited to:

- Services to be provided to students
- Facilities
- Staffing
- An advisory committee
- Evaluation and reporting
- Transfer path requirements for each articulated baccalaureate major

The plan is available for review in the Transfer Center and online at [frc.edu](http://frc.edu). The plan is reviewed annually and updated as needed as assigned by the Chief Student Services Officer (CSSO).

Reference: BP #5120

Approvals:

Academic Senate: April 11, 2018

Classified Senate: April 16, 2018

Cabinet: September 6, 2018

## **AP 5130 Financial Aid**

Reference:

**Education Code Sections 66021.3, 66021.6, 66025.9, 69514, ., 76300, and 94912.5; Title 5 Sections 55031 and 58600 et seq.; 20 U.S. Code Sections 1070 et seq.; 34 Code of Federal Regulations Part 668 (U.S. Department of Education regulation on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 11965, as amended); ACCJC Accreditation Standard III.D.15**

Financial Aid programs offered usually include:

- California College Promise Grant (formerly known as the BOG Fee Waiver)
- CalWORKS
- Cal Grants
- Federal Pell Grants
- Federal Direct Student Loan Program
- Federal Family Education Loan Program

Regulations must address at minimum:

- Application procedures, including deadlines
- Student eligibility
- Payment procedures Overpayment recovery
- Accounting requirements
- Satisfactory progress

Federal regulations require that all students receiving Title IV aid meet or exceed the Satisfactory Academic Progress Policy established at that institution. It is the established policy at Feather River College (FRC) that the Financial Aid Office will evaluate a recipient's progress at the end of each semester (fall, spring, and summer). This progress evaluation includes all semesters of attendance at FRC, regardless of whether or not a recipient received financial aid for those semesters. Progress also includes all units attempted at FRC and all units from other schools transferred to FRC, regardless of whether or not financial aid was received during the time the student earned the units.

### **Ability to Benefit**

Criteria mandated by the Federal Department of Education states that, in order to receive federal financial aid a student must be qualified to study at the post-secondary level. For student financial aid purposes, a student with a high school diploma or an equivalent such as a GED certificate is considered qualified. While new students can no longer become eligible by passing an approved "ability-to-benefit" test, students who were enrolled in an eligible educational program of study before July 1, 2012 may continue to be considered eligible.

## Academic Requirements

Students must be enrolled in an eligible program for the purpose of completing a degree program, a transfer program, or a certificate program.

## Progress Standards

The FRC Financial Aid Office will evaluate student's academic progress at the end of each semester following the completion of the official posting of ALL grades for ALL students by the FRC Admissions and Records Office. Students must maintain a 2.0 or higher cumulative grade point average (GPA) and are required to maintain a satisfactory pace in progressing toward their certificate or degree. Pace is determined by computing the percentage from the academic record of cumulative units earned divided by cumulative units attempted. The resulting pace must be 67% or higher. Remedial courses are included in the cumulative GPA and pace calculations along with all other courses. Repeated course attempts also count toward the student's pace and maximum timeframe. Students are expected to earn their certificate or associate degree before they have attempted 150% of the published length of the program (maximum timeframe). A student reaches maximum timeframe after having attempted the credit hour equivalent of 150% of the program hours required for the current degree or certificate.

|                             |                             |
|-----------------------------|-----------------------------|
| <b>Bachelor's Degree</b>    | <b>180 attempted units*</b> |
| <b>AA, AS, Transfer:</b>    | <b>90 attempted units*</b>  |
| <b>Certificate Program:</b> | <b>52 attempted units*</b>  |
| <b>LVN:</b>                 | <b>120 attempted units</b>  |
| <b>LVN Certificate:</b>     | <b>85 attempted units</b>   |

*(\*Maximum units may vary according to individual program)*

A maximum of 30 remedial credits may be excluded from this limitation.

All courses the student has received a grade for on the transcript, including A, A-, B+, B, B-, C+, C, D+, D, EW, F, FW, I, IP, NP, P, RD, or W grades, count in the maximum timeframe attempted hours' calculation. As a courtesy, students who are close to reaching their maximum timeframe will receive an "alert" notice. Once a student reaches maximum timeframe, they will be disqualified from receiving further financial aid.

## Misrepresentation

Misrepresentation is defined as any false, erroneous, or misleading statement that the District, a representative of the District, or a service provider with which the District has contracted to provide educational programs, marketing, advertising, recruiting, or admissions services, makes directly or indirectly to a student, prospective student, a member of the public, an accrediting agency, a state agency, or the United States Department of Education.

A misleading statement includes any statement that has the likelihood or tendency to deceive or confuse. If a person to whom the misrepresentation was made could reasonably be expected to rely, or has reasonably relied, on the misrepresentation, the misrepresentation would be substantial.

This procedure does not apply to statements by students through social media outlets or by vendors that are not providing covered services, as reflected herein.

### **Financial Aid Warning**

Students who drop below a cumulative 2.0 GPA and/or who do not earn 67% of their cumulative attempted units will be placed on Financial Aid Warning for the next semester they enroll at FRC.

Students on Financial Aid Warning will continue to receive their financial aid during the semester they are on warning. Students who are on Financial Aid Warning for a semester are expected to regain Financial Aid Satisfactory Academic Progress status by the end of that semester.

### **Financial Aid Disqualification**

Students put on academic or progress dismissal by the Registrar immediately become ineligible for financial aid. Financial Aid Warning students who do not meet both the minimum 2.0 cumulative GPA requirement and/or 67% pace at the end of their Financial Aid Warning semester become ineligible for financial aid. Students that have reached their maximum become ineligible for financial aid. Financial Aid Disqualified students will be sent an email informing them of their Financial Aid Disqualified status and will be given the opportunity to appeal for reinstatement of their financial aid eligibility.

Disqualification from Financial Aid does not prevent students from enrolling without financial aid if they are otherwise eligible to continue their enrollment.

### **The Appeal Process**

Financial aid students that were disqualified due to GPA or Pace may appeal for reinstatement of their financial aid eligibility by completing a "Satisfactory Academic Progress Appeal Form". Financial aid students that were disqualified due to Program Completion or Maximum Timeframe may appeal for reinstatement of their financial aid eligibility by completing a "Maximum Credit Appeal Form".

The Financial Aid Appeal Committee will review each complete and timely appeal and will make a decision whether or not to approve the appeal and to restore the student's eligibility to receive financial aid at FRC. The student will be notified of the decision by email. Committee decisions are final.

### **Financial Aid Probation**

Students whose appeals are approved are placed on Financial Aid Probation for one or more subsequent semesters for which they enroll at FRC. Students on Financial Aid Probation will receive their financial aid during the semester(s) they are on Financial Aid Probation.

Students who are on Financial Aid Probation are expected to regain Financial Aid Satisfactory Academic Progress by the end of their probationary period. Students on



Financial Aid Probation who are given Academic Plans as part of the appeal approvals (Program Completion and Maximum Timeframe) are expected to meet the requirements of their Academic Plans at the end of each semester. Failure to meet the requirements of any Financial Aid Probation semester will result in automatic Financial Aid Disqualification at FRC.

### **Regaining Eligibility**

Students who fail to meet these Financial Aid Satisfactory Academic Progress Standards and who choose to enroll without benefit of financial aid may request a review of their academic records after any semester in which they are enrolled (without the receipt of financial aid) to determine whether they have met the financial aid satisfactory academic progress standards. If the standards are met, financial aid eligibility is regained for the next semester of enrollment at FRC.

### **Grade Change**

It is the **student's responsibility** to notify the Financial Aid Office of a grade change at the time it is made in the Records Office. The Financial Aid Office will evaluate the student's transcript to determine if they have regained financial aid eligibility due to the grade change.

### **Loss of Eligibility for the California College Promise Grant (formerly known as the BOG Fee Waiver)**

A student shall become ineligible for a California College Promise Grant if the student is placed on academic or progress probation, or any combination thereof, for two consecutive primary terms (fall, spring). Loss of eligibility shall become effective at the first registration opportunity after such determination is made.

### **Notification of Academic or Progress Probation Status**

Students will be notified by email of their placement on academic or progress probation no later than thirty days following the end of the term that resulted in the student's placement on probation. The notice will clearly state that two consecutive primary terms of probation will lead to a loss of the California College Promise Grant (formerly known as the BOG Fee Waiver) until the student is no longer on probation.

### **Notification of Loss of Eligibility for the California College Promise Grant (formerly known as the BOG Fee Waiver)**

Students will be notified by email that they are no longer eligible for a California College Promise Grant, after being placed on academic or progress probation for two consecutive primary terms of probation.

### **Appeal Process for Loss of Eligibility for the California College Promise Grant (formerly known as the BOG Fee Waiver)**

Students may appeal the loss of a California College Promise Grant due to extenuating circumstances, or when a student with a disability applied for, but did not receive, a reasonable accommodation in a timely manner. Extenuating circumstances are verified cases of accidents, illnesses, or other circumstances that might include documented

changes in the student's economic situation or evidence that the student was unable to obtain essential student support services. Extenuating circumstances also includes special consideration of the specific factors associated with Veterans, CalWORKs, EOPS, and DSPS student status. Foster Youth shall not be subject to loss of BOG Fee Waiver due to placement on academic or progress Probation.

Students may appeal for reinstatement of their California College Promise Grant eligibility by completing a California College Promise Grant Appeal Form". The financial aid appeals committee will review each complete and timely appeal and will make a decision whether or not to approve the appeal and to restore the student's eligibility to receive the California College Promise Grant at FRC. The student will be notified of the decision by email. Committee decisions are final.

Students whose appeals are approved are eligible to receive the California College Promise Grant during the semester that they lost BOG Fee Waiver eligibility.

**Regaining Eligibility for California College Promise Grant (formerly known as the BOG Fee Wavier)**

Students who do not appeal or whose appeal is not approved, will not regain eligibility for the California College Promise Grant until they are no longer on Academic or Progress Probation, or after not attending Feather River College for two consecutive primary terms (fall/spring).

Reference: BP #5130

Approvals:

Academic Senate: September 11, 2019

Classified Senate: June 20, 2019

Cabinet: October 3, 2019

# AP 5140 Disability Support Program for Students

Reference:

**Title 5, Sections 56000 et seq.**

The District maintains a plan for the provision of programs and services to students with disabilities designed to assure that they have full access to and equal participation in District classes and programs. The Disability Support Program for Students (DSPS) Program is authorized for this purpose per Title 5 Implementing Guidelines, Section 56000-56076.

The Plan for the provision of DSPS academic adjustments, auxiliary aids and services, as well as education assistance classes, addresses the following:

- Long Range Goals and Short Term Objectives for the Program:
  - Under Section 504 of the Rehabilitation Act, students with disabilities must have access to general college services and the instructional process. The DSPS program is intended to provide the additional, specialized support which allows students with disabilities to more fully access and benefit from the general offerings and services of the college. Services shall support students with disabilities in educational activities that comply with the mission of the college. These services may include integrating students with disabilities into the general college program; facilitating general education, transfer, or vocational preparation; increasing student independence; and making referrals to community resources.
- Definition of Disability, Verification of a Disability, and Determination of Eligibility:
  - A “student with a disability” is a person enrolled at a community college who has a verified disability which limits one or more major life activities, as defined in 28 C.F.R. 35.104.
  - In order to be eligible for academic adjustments, auxiliary aids, services, and/or instruction authorized through DSPS, a student must have a disability which is verified pursuant to Title 5, Sections 56032-56044, and which results in an educational limitation as defined in Title 5, Section 56001.
  - The existence of a disability may be verified by one of the following means:
    - Observation by DSPS certificated staff;
    - Assessment by DSPS certificated staff; or
    - Review by DSPS certificated staff of documentation provided by appropriate agencies or certified or licensed professionals outside of DSPS
- Academic Adjustments, Auxiliary Aid, and Services:
  - Academic adjustments, auxiliary aids, and services are those specialized aids, devices, and/or services available to students with disabilities as defined in Title 5, Section 56002, which are in addition to the general services provided to all students. Such services enable students to participate in general activities, programs, and classes offered by the college.

- Academic Accommodation Plan (AAP):
  - DSPS certificated staff shall generate an Academic Accommodation Plan (AAP) for each DSPS student. This is to be accomplished through an interactive process between the student and the staff member regarding the academic adjustments, auxiliary aids, services, and/or instruction necessary for the student, given the educational limitations resulting from the student's disability(ies).
- Student Rights and Responsibilities:
  - Participation by students with disabilities in DSPS shall be entirely voluntary.
  - Receiving DSPS support services and/or instruction shall not preclude a student from also participating in any other course, program, or activity offered by the college.
  - All records maintained by DSPS personnel pertaining to students with disabilities shall be protected from disclosure and shall be subject to all other requirements for handling of student records as provided in Title 5.
  - Students receiving DSPS support services and/or instruction shall:
    - Comply with the student code of conduct adopted by the college and all other applicable statutes and regulations related to student conduct;
    - When enrolled in educational assistance classes, make measurable progress toward the goals developed for the course as established in the student's Academic Accommodation Plan (AAP); and
    - When enrolled in general college classes, meet academic standards established by the college, as applied to all students.
- Disputes Regarding DSPS Support Services:
  - The District shall provide for an individualized review of disputed student requests. The procedure shall permit the Section 504 Coordinator, Chief Student Services Officer, Dean of Instruction, or other designated officials that have knowledge of academic accommodation requirements, to make interim decisions, or to provide course substitutions or waivers, pending final resolution of any disputes.
- Staffing:
  - The DSPS program shall have a designated Director who has responsibility for the day-to-day operation of DSPS.
- Advisory Committee:
  - The DSPS Advisory Committee shall meet not less than once per year.
  - A roster of committee members shall be included as an appendix item in DSPS Annual Program Reviews and be available for review by the public.
- Service Animal Procedures and Guidelines:
  - See AP

Title Updated: January 28, 2019

Reference: BP #5140, AP 5140B

Approvals:

Academic Senate: December 14, 2016

Classified Senate: January 23, 2017

Cabinet: February 3, 2017

# AP 5140B Service Animal Procedures and Guidelines

References:

**Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.**

## I. Background

Feather River College ("FRC") Board Policy addresses the college's compliance with the Americans with Disabilities Act (the "ADA") and Section 504 of the Rehabilitation Act ("Section 504"). The following procedures implement this policy with regard to the use of service animals by qualified students with disabilities in District facilities and on District campuses.

The purpose of these guidelines and procedures is to ensure that qualified students with disabilities who have service animals can participate in and benefit from District services, programs, and activities, and to ensure that the District does not discriminate on the basis of disability as identified in Title II of the ADA and state antidiscrimination laws.

Service animals are animals trained to perform some of the functions and tasks that people with disabilities cannot perform for themselves. A service animal is:

Any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. 28 CFR § 36.104 (definition from Title III of the ADA applicable to private entities).

While service animals have been traditionally identified as dogs, it should be noted that a variety of animals are used as service animals.

## II. Primary College Contacts

Director of Disability Support Program for Students (DSP&S), Director of Human Resources, and Chief Student Services Officer.

## III. Definitions

- a. **Access Animal:** An animal that does not meet the definition of "service animal" The term access animal encompasses companion animals and therapy animals.
- b. **Companion Animal:** An access animal used for its calming influence, affections, stability, or a feeling of security.
- c. **Disability:** "A physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment." 28 CFR § 35.104.

- d. **Handler:** A person who works with a service animal but is not the person the service animal serves (usually a trainer).
- e. **Partner:** A person with a disability who uses a service animal or access animal.
- f. **Service Animal:** An animal individually trained to perform specific tasks, like those described in Section III.g., for the benefit of a person with a disability. It is not a pet.
- g. **Service Animal Tasks:** A service animal may be trained to perform a variety of services depending on the nature of the disability. Examples include, but not limited to:
  - o For someone with a visual impairment: obstacle avoidance, signaling changes in elevation, and locating objects.
  - o For someone with a hearing impairment: alerting to specific sounds and other tasks such as retrieve unheard dropped objects.
  - o For someone with mobility or other health impairment: retrieving, carrying, tugging, pulling, bracing, and calling for emergency help.
  - o For someone with a seizure disorder: tasks supporting an individual before, during, and after a seizure.
  - o For someone with autism: tasks may include alerting the individual of distracting repetitive movements.
- h. **Team:** A person with a disability, or a handler, and a service animal. The two work as a cohesive team in accomplishing the tasks of everyday living.
- i. **Therapy Animal:** An access animal used as therapy for various mental health issues.
- j. **Trainee:** An animal being trained to become a service animal. It has the same rights as a fully trained dog when accompanied by a trainer and identified as such.

#### **IV. General Rule Regarding Service Animals**

As a general rule, FRC will modify policies, practices, and procedures to permit the use of a service animal by an individual with a disability. When appropriate, students may be issued documentation verifying that the animal is a service animal to be used at FRC.

#### **V. Restrictions/Areas of Safety**

FRC imposes some restrictions on service animals for safety reasons. Restrictions may include but are not limited to nursing and health sciences program practicums, food services programs, rooms with heavy machinery, custodial closets, areas where protective clothing is required, or areas that can pose a safety risk to the animal. Restrictions are considered individually to determine if the animal poses a possible danger or could be in possible danger and to determine if other reasonable accommodations can be provided to assure the student equal access to the activity. Questions about restrictions on service animals should be directed to the DSP&S.

#### **VI. Responsibilities of Individuals Using Service Animals or Access Animals**

An individual with a service animal or access animal is responsible for the following:

- a. Ensuring that the animal meets any licensing requirements of the state of California. (The animal must be immunized against diseases common to that type of animal. Dogs are required to wear an owner identification tag, a current rabies tag, and a dog license tag at all times.)
- b. Ensuring that the animal is on a leash at all times.
- c. Controlling the animal at all times. The care and supervision of an animal is solely the responsibility of its partner/handler.
- d. Ensuring that all city ordinances or other laws regarding cleaning up after the animal defecates are followed. Individuals with disabilities who physically cannot clean up after their own service animals are not be required to pick up and dispose of feces. However, these individuals should use marked service animal toileting areas where provided.
- e. Ensuring that the animal behaves properly in public settings. The animal must:
  - o Not be allowed to sniff people, restaurant tables, or the personal belongings of others.
  - o Not initiate contact with someone without the handler's direct permission.
  - o Not display any disruptive or aggressive behaviors or noises (such as barking, whining, growling or rubbing against people). Not block an aisle or passageway.
  - o Not be more than twelve inches from the handler or partner.
  - o Not be attracted to food that may be in the area.
- f. Ensuring that the animal is in good health. If the animal becomes ill, the partner/handler must remove it from the area and College staff may require it to leave.
- g. Complying with FRC's Code of Student Conduct.

FRC may exclude a service animal or access animal from all or part of its property if a partner/handler fails to comply with these restrictions in a manner fundamentally alters the nature of FRC's programs or services, or poses a threat to the health or safety of others.

## **VII. Requirements for Faculty, Staff and Students**

Members of the FRC community are responsible for the following:

- a. Allowing service animals to accompany the partner/handler at all times and everywhere on campus except where animals are specifically prohibited.
- b. Not distracting a service animal in any way. Do not pet, feed, or deliberately startle the animal.
- c. Not separating a partner/handler from a service animal.

FRC may take disciplinary action against a student who fails to abide by these guidelines.

## **VIII. Temporary Exclusion of Service Animals and Access Animals**

A community member may request the exclusion of a service animal or access animal if he or she believes the partner/handler is not complying with the responsibilities in Section VI. Such a request should be made to the DSP&S or Campus Safety.

In response to a request, an employee from the DSP&S or Campus Safety will:

- a. Inform the partner/handler of the reason that the animal is being asked to leave campus, investigate the appropriateness of the request, and determine whether the animal should be excluded from campus.
- b. If the DSP&S employee or Campus Safety Officer determines the animal should be excluded
  1. He or she must inform the student that the campus Chief Student Services Officer must be contacted before the animal may return to campus.
  2. He or she must report the incident in writing to the campus Chief Student Services Officer with a copy to the College's ADA Coordinator at the earliest opportunity.
- c. In the event of an emergency involving a service animal or access animal, the campus Chief Student Services Officer, the College's ADA Coordinator, and DSP&S staff will consult and work together with the student to resolve the situation.

An individual who does not agree with the resolution may file a complaint or grievance following the College's Grievance Procedures.

## **IX. Conflicting Disabilities**

Students with medical issues that are impacted by animals (such as respiratory diseases) should contact the DSP&S if they have a concern about exposure to a service animal or access animal. The individual will be asked to provide medical documentation that identifies a disability and the need for an accommodation and must comply with all DSP&S procedures.

DSP&S will then facilitate a process to resolve the conflict that considers the conflicting needs/accommodations of all persons involved.

## **X. Clarifying an Animal's Status**

In many cases it is easy to discern whether or not an animal is a service animal by observing the animal's harness, cape, or backpack, or the partner's disability. However, in other cases, an animal may only have a leash or the partner's disability is not visible. Therefore, it may be appropriate to ask the partner whether or not the animal is a service animal and FRC does not consider a legitimate inquiry about whether an animal is or is not a service animal as a violation of policy.

Other questions regarding the status of a service animal should be referred to the DSP&S.

## **XI. Emergency Situations**



Emergency Response Teams ("ERTs") should be trained to recognize service animals and access animals and to be aware that animals may try to communicate the need for help. Also, an animal may become disoriented from the smell of smoke in a fire or laboratory emergency, or from sirens, wind noise, or shaking and moving ground. A partner and/or animal may be confused from any stressful situation. ERTs should be aware that animals may be trying to be protective and, in its confusion, should not to be considered harmful. ERTs should make every effort to keep a service animal with its partner; however, the ERTs' first effort should be toward the partner, which may result in the animal being left behind in some emergency evacuation situations.

## **XII. Access Animals**

Access animals may be authorized as an effective accommodation on a case-by-case basis through consultation with DSP&S. Decisions by the DSP&S will be made in a manner consistent with Section 504, the ADA, and local laws regarding disabled persons. Qualified students will be provided with documentation verifying that the animal is an access animal to be used at FRC on a quarterly basis.

Approvals:  
Cabinet: September 11, 2007

## **AP 5150 Extended Opportunity Programs and Services (EOPS)**

Reference:

**Education Code 69640 – 69656; Title 5 Section 56200 et seq.**

Extended Opportunity Programs and Services (EOPS) is a state-funded program designed to offer additional financial assistance and special support services to help and encourage those students who have language, social, and economic disadvantages to succeed academically at Feather River College.

The EOPS Annual Plan, located in the EOPS Office includes the following:

- Staffing and program management
- Documentation and data collection system
- An EOPS advisory committee
- A fulltime director (or Annual Waiver provision)
- Eligibility criteria
- Student responsibility requirements
- Counseling and advising services (academic, vocational career/technical, and personal)
- Direct aid
- Establishment of objectives to achieve the goals in implementing the annual Extended Opportunity Programs and Services Plan
- Review and evaluation of the programs and services and submission of related reports

### **EXTENDED OPPORTUNITY PROGRAMS AND SERVICES (EOPS) may provide:**

- Books
- Educational workshops
- Meal tickets
- EOPS/CARE orientation
- Parking permits
- Priority registration
- Single-parent support services
- Four-year college fee waivers
- Child care assistance
- Graduation cap and gown
- Other educational supportive services that make it possible for students who are financially disadvantaged and educationally under-prepared to obtain a college education.

To be eligible for EOPS, students must be a California resident, maintain a 2.0 grade point average and be initially enrolled in twelve (12) credits, demonstrate financial need by qualifying for a Board of Governors Grant (BOGG fee waiver), and be determined by the EOPS Director or Coordinator to be educationally under-prepared. The EOPS Director or Coordinator may allow up to 10% of students with 9 units to be accepted into the program. Students who have completed 70 degree applicable units in any

combination of post-secondary higher education institutions are not eligible for EOPS. EOPS eligibility may last until the student has received EOPS services for six semesters or until they have 70 degree applicable units, whichever comes first.

Approvals:  
Student Services Council: September 12, 2007  
Cabinet: October 9, 2007

## **AP 5200 Student Health Services**

Reference:

### **Education Code Section 76401**

Feather River College is required by Education Code to provide Student Health Services. To that end, Feather River College contracts with the Plumas County Health Department to deliver these services. The health services are available to students, by appointment and by drop-in, specific days. Students should contact the County Health Department for an appointment. The schedule of services and contact information is available in the student handbook, on the college's web site and from the Chief Student Services Officer's office.

Approvals:

Student Services Council: August 8, 2007

Cabinet: September 11, 2007

## **AP 5203 Lactation Accommodation**

Reference:

**Education Code Section 66271.9**

The District shall provide reasonable accommodations for a lactating student to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding whenever a student is required to be present on campus. Reasonable accommodations include, but are not limited to, all of the following:

1. Access to a private and secure room, other than a restroom, to express breast milk or breast-feed an infant child. The room shall have a comfortable place to sit and have a table or shelf to place equipment described in paragraph (3).
2. Permission to bring a breast pump and any other equipment used to express breast milk onto campus
3. Access to a power source for a breast pump or any other equipment used to express breast milk.

Lactating students shall be provided a reasonable amount of time to accommodate their need to express breast milk or breast-feed an infant child.

Students shall not incur an academic penalty as a result of their use of the reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Students should communicate with their instructors regarding their need for an accommodation.

Approvals:

Academic Senate: December 11, 2019

Classified Senate: December 18, 2019

Cabinet: February 6, 2020

## **AP 5210 Communicable Diseases**

Reference:

**Education Code Section 76403**

Feather River College will cooperate with local health officers in measures necessary for the prevention and control of communicable diseases in students. The college will comply with any immunization program required by State Department of Health Services regulations.

The Chief Student Services Officer (CSSO) or designee will communicate with a liaison from Plumas County Public Health Agency when communicable disease issues involve the campus.

When communicable disease issues involve or threaten the campus, the Plumas County Public Health Agency will notify the CSSO or designee regarding control information and procedures. The CSSO will notify appropriate District departments.

Students who are affected may be restricted from classroom attendance and college activities as appropriate for the control of communicable disease.

Reference: BP #5210

Approvals:

Academic Senate: November 7, 2019

Classified Senate: November 7, 2019

Cabinet: November 7, 2019

## **AP 5220 Shower Facilities for Homeless Students**

References:

**Education Code Section 76011**

The District maintains shower facilities for student use on campus that may be used by any student who is enrolled in a minimum of 6 units of coursework, has paid enrollment fees, and is in good standing with the District.

A homeless student is defined as a student who does not have a fixed, regular, and adequate nighttime residence. This includes, but is not limited to, students who: are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to lack of alternative accommodations; are living in emergency or transitional shelters; have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings; or are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.

Shower facilities are located in the Multi-Purpose Building/Gymnasium and are available for all students during any weekday between the hours of 8:00 am until 11:00 am, during normal hours of operations and when the gymnasium is open to the public. In the event that these hours conflict with the hours of intercollegiate athletic programs or other scheduled Feather River College events, Feather River College will make arrangements through the Director of Athletic Operations and Events Office for alternate times or locations.

Reference: BP #5220

Approvals:

Academic Senate: December 14, 2016

Classified Senate December 19, 2016

Cabinet: January 6, 2017

## **AP 5300 Student Equity**

Reference:

**Education Code Sections 66030; 66250, et seq.; 72010 et seq.;**  
**Title 5, Section 54220**

The District has a Student Equity Plan approved by the Board of Trustees and filed as required with the California Community Colleges Chancellor's Office (CCCCO).

The Student Equity Plan may contain and address:

- The active involvement of student equity groups on campus.
- Involvement by appropriate people from the community that can articulate the perspective and concerns of historically underrepresented groups.
- Campus-based research as to the extent of student equity.
- Institutional barriers to equity
- Goals for access, retention, degree, and certificate completion, English as a Second Language (ESL), and transfer for each historically underrepresented group.
- Activities most likely to be effective to attain the goals, including coordination of existing student equity related programs.
- Sources of funds for the activities in the plan.
- A schedule and process for evaluation of progress toward the goals.
- An executive summary that describes the groups for whom goals have been set, the goals, initiatives that the District will undertake to achieve the goals, the resources budgeted for that purpose, and the District officer or employee who can be contacted for further information.

The Student Equity and Achievement Program Director shall maintain and update the Student Equity Plan in consultation with the Vice-President of Student Services/CSSO and other campus constituents as needed.

The full text of the Student Equity Plan is available on the Feather River College Website.

Reference: BP #5300

Approvals:

Academic Senate: April 18, 2022

Classified Senate: April 19, 2022

Cabinet: May 4, 2022



## **AP 5400 Associated Students Organization**

Reference:

**Education Code Section 76060**

The Feather River Community College District shall have one Associated Students Organization.

A governing body shall be elected that shall keep an account of its meetings, expenditures, authorizations and policies established.

A simple majority of the elected voting members of the Associated Students Organization governing body shall constitute a quorum.

Reference: #BP #5400

Approvals:

Academic Senate: September 14, 2022

Classified Senate Reviewed: May 10, 2022

Cabinet: October 5, 2022

## **AP 5410 Associated Student Elections**

Reference:

**Education Code Section 76061**

The Associated Students shall conduct annual elections to elect officers.

Any student elected as an officer in the Associated Students shall meet the requirements in the Associated Student Body Bylaws and or Constitution.

Reference: BP #5401

Approvals:

Academic Senate: September 14, 2022

Classified Senate: Reviewed May 11, 2022

Cabinet: October 5, 2022

## **AP 5420 Associated Students Finance**

Reference:

**Education Code Sections 76063-76065**

Associated Student Funds are maintained in accordance with the following procedures:

- Associated Student Organization Fund books, financial records and procedures are subject to annual audit
- Reports of the annual audit of associated student's funds are included in the District's comprehensive audit and are available to the public in the Business Office.
- Audit information, except that containing personnel or other confidential information, shall be released to the Associated Students by the Business Office.
- Associated Student funds shall be deposited with and disbursed by the District's accountant.
- The funds shall be deposited, loaned, or invested in banks whose accounts are insured by the Federal Deposit Insurance Corporation.
- Loans, with or without interest, to any student body organization established in another community college of the District for a period not to exceed three years.
- Investment of money in permanent improvements to any community college District property including, but not limited to, buildings, automobile parking facilities, gymnasiums, swimming pools, stadium and playing fields, where those facilities, or portions thereof, are used for conducting student extracurricular activities or student spectator sports, or when those improvements are for the benefit of the student body.

All funds shall be expended subject to such procedures as may be established by the Associated Students subject to the approval of each of the following persons. Approval shall be obtained each time before any funds may be expended:

- the Superintendent/President or designee;
- the academic employee of the District who is the designated advisor of the particular student body organization; and
- a representative of the student body organization

Reference: BP #5420

Approvals:

Academic Senate: September 14, 2022

Classified Senate Review: May 11, 2022  
Cabinet: October 5, 2022

## **AP 5500 Standards of Student Conduct**

Reference:

**Education Code, Section 66300, 66301; Accreditation Standard II.A.7.b**

By enrolling in Feather River College, a student agrees to be a responsible member of the District community; obey the law; comply with the published rules and regulations of the District; respect the rights, privileges, property, and health and safety of the other members of the District community; and not interfere with legitimate District affairs.

Each student is responsible to adhere to the policies and procedures of Feather River College, as well as all federal, state, and local laws. All rules and regulations applying to conduct also apply to student employees, whether all or a portion of the salary is paid by the District.

Definitions: The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension, or expulsion of a student, except for conduct that constitutes sexual harassment under Title IX, which shall be addressed under AP 3433 Prohibition of Sexual Harassment under Title IX, and AP 3434 Responding to Harassment Based on Sex under Title IX.

- Causing, attempting to cause, or threatening to cause physical injury to another person or jeopardize the health and/or safety of another person.
- Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited any facsimile firearm, knife, or explosive, or other dangerous object. Written permission by the college Superintendent /President or designee may be granted for possession in limited circumstances.
- Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in California Health and Safety Code Sections 11053 et seq., an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code 11-14.5.
- Committing or attempting to commit robbery or extortion.
- Causing or attempting to cause damage to District property or to private property on campus.
- Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
- Smoking or use of any tobacco products, including electronic or smoke-free devices on campus..
- Sexual assault or sexual exploitation regardless of the victim's affiliation with the District.
- Committing sexual harassment as defined by law or by District policies and procedures.

- Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law.
- Engaging in intimidating conduct or bullying against another student through words or actions, including direct physical contact, verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying.
- Willful misconduct that results in injury or death to a student or to District personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
- Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, college personnel. Disruptive behavior that results in obstructing the work, education, or operation of the College. This includes persistent defiance of authority or persistent abuse of college personnel or students, or refusing to comply with the directives of College personnel, including directives to ensure the health and safety of the campus community.
- Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
- Dishonesty; forgery; alteration or misuse of District documents, records or identification; or knowingly furnishing false information to the District.
- Unauthorized entry upon or use of District facilities.
- Lewd, indecent or obscene conduct or expression on District-owned or controlled property, or at District sponsored or supervised functions.
- Engaging in expression which is obscene, libelous or slanderous, or which so incites students as to create a clear and present danger of the commission of unlawful acts on District premises, or the violation of lawful District regulations, or the substantial disruption of the orderly operation of the District.
- Persistent, serious misconduct where other means of correction have failed to bring about property conduct.
- Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial use, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.

Students who engage in any of the above are subject to the procedures outlined in AP 5520 titled Student Discipline Procedures.

### **Academic Dishonesty**

The faculty member who suspects a student of academic dishonesty shall document the commission of the act by recording the time, date, place, and a description of the act and collect the evidence such as photocopying the plagiarized examination, placement assessment, test, quiz, project, report, and/or other form of evaluating student learning.

The faculty member who has evidence of the act of dishonesty shall attempt to resolve the matter informally by speaking with the student, referencing Feather River College's

Standards of Student Conduct. At this point, the faculty member may choose to take no further action or issue a lower grade, including a failing grade of "F" for the examination, placement assessment, test, quiz, project, report, and/or other form of evaluating student learning. If the latter action is imposed, the student must be informed during the informal discussion. In addition, the faculty member, who has evidence of the act of dishonesty is strongly encouraged to file a Student Incident Report with the Vice-President of Student Services/CSSO and must inform the student of this action.

In the event that the offense is as serious as to warrant disciplinary action, or in the case of two instances of academic dishonesty by the same student, the Vice-President of Student Services/CSSO will issue disciplinary action(s) according to the steps outlined in this procedure.

If the student challenges the instructor's determination of academic dishonesty, the Vice-President of Student Services/CSSO will notify the Vice-President of Instruction/CIO who will in turn convene an ad-hoc committee that will consist of the Vice-President of Instruction/CIO plus two members, excluding the faculty member involved in the incident, chosen randomly from the Academic Senate. The Vice-President of Instruction/CIO will serve as Chair. All members will be voting members. The ad-hoc committee will make a good-faith effort to schedule a hearing within ten business days of the establishment of the ad-hoc committee. The date, time, and location of the hearing will be communicated in writing to all parties and will be scheduled at least ten business days from the date of notification.

At the hearing, the student will meet with the ad-hoc committee to hear the charges and present their side of the case. The student may bring an advocate, who may advise the student but not present the case. If the student misses the hearing, the committee may proceed with the process to completion. The committee shall determine by majority vote if the evidence presented by the student is significant enough to rescind the action imposed by the faculty member. The Vice-President of Instruction/CIO will send a written notification within five business days of the committee's decision to the Vice-President of Student Services/CSSO, faculty member, and the student.

Reference: BP #5500, AP #5520

Approvals:

Academic Senate: January 12, 2022

Classified Senate: February 22, 2022

Cabinet: March 2, 2022

## AP 5520 Student Discipline Procedures

References:

**Education Code Sections 66017, 66300, 72122, 76030, and 76030 et seq.;**  
**Penal Code Section 626.4**

The purpose of this procedure is to provide a prompt and equitable means to address violations of the Standards of Student Conduct which guarantees to the student or students involved the due process rights guaranteed them by state and federal constitutional protections. This procedure will be used in a fair and equitable manner, and not for purposes of retaliation. It is not intended to substitute for criminal or civil proceedings that may be initiated by other agencies.

These Administrative Procedures are specifically not intended to infringe in any way on the rights of students to engage in free expression as protected by the state and federal constitutions, and by Education Code Section 76120, and will not be used to punish expression that is protected.

For discipline resulting from a sexual harassment complaint under Title IX, the procedure in AP 3434 – Responding to Harassment Based on Sex under Title IX, must be used.

### **Definitions and forms of discipline:**

**Discipline Officer** – The Vice-President of Student Services/CSSO or other official designated by the Superintendent/President

**District** – Feather River Community College District

**Student** – Any person currently enrolled as a student or in any program offered by the District who was also enrolled at the time of the alleged violation of the Standards of Student Conduct.

**Instructor** – Any academic employee of the District in whose class a student subject to discipline is enrolled, or counselor who is providing or has provided services to the student, or other academic employee who has responsibility for the student's educational program.

**Day** – Days during which the District is in session and regular classes are held, excluding Saturdays and Sundays.

One or more of the following forms of discipline may be imposed upon any student found to be in violation of the Standards of Student Conduct:



**Short-term Suspension** – Exclusion of the student by the Vice-President Student Services/CSSO or designee for good cause from one or more classes and activities of the college for a period of up to ten consecutive days of instruction.

**Long-term Suspension** – Exclusion of the student by the Vice-President Student Services/CSSO or designee for good cause from one or more classes and activities of the college for the remainder of the school term, or from all classes and activities of the college for up to two additional semesters.

**Expulsion** – Permanent separation of the student by the Board of Trustees from all courses and activities offered by the District.

**Removal from class** – Exclusion of the student by an instructor for the day of the removal and the next class meeting.

**Written or verbal reprimand** – An admonition to the student to cease and desist from conduct determined to violate the Standards of Student Conduct. Written reprimands may become part of a student's permanent record at the college. A record of the fact that a verbal reprimand has been given may become part of a student's record at the college for a period of up to one year.

**Withdrawal of Consent to Remain on Campus** – Withdrawal of consent by the Vice-President Student Services/CSSO or designee for any person to remain on campus in accordance with California Penal Code Section 626.4 where the Vice-President Student Services/CSSO or designee has reasonable cause to believe that such person has willfully disrupted the orderly operation of the campus.

**Warning** – A written or verbal notice to the student by the Discipline Officer that the student is violating or has violated the District's Standards of Student Conduct and that a continuation of the specified conduct by the student may lead to further disciplinary action. The warning will be documented by the Discipline Officer and may become part of the student's record for a period of up to one year.

**Reprimand** – A written or verbal admonition to the student by the Discipline Officer to cease and desist from conduct determined to violate the Standards of Student Conduct. A record that a reprimand has been given shall be documented and may become part of a student's record for a period of up to one year.

**Disciplinary Probation** – A written reprimand by the Discipline Officer for violation of a specific provision of the Standards of Student Conduct that invokes probation for a designated period of time, which includes the possibility of more severe disciplinary sanctions should the student violate any of the Standards of Conduct during the probationary period.

**Loss of Privileges** – Denial of privileges such as an extra-curricular activity in any format for a designated period of time.

**Student Housing Suspension** – Separation of the student from the Residence Halls for a specified period of time for violation of the Student Housing Agreement, Student Housing Handbook, or Standards of Student Conduct after which the student may be eligible to return. Conditions for readmission to Student Housing may be specified.

**Student Housing Agreement Revocation** – Permanent separation of the student from Student Housing for continued or serious violations of the Student Housing Agreement, Student Housing Handbook, or Standards of Student Conduct without possibility of readmission, which may also include revoking the privilege to be in or near Student Housing properties for any reason.

### **Procedures applicable to Short-term Suspensions, Long-term Suspensions, and Expulsions:**

Before any disciplinary action to suspend or expel is taken against a student, the following procedures will apply:

1. **The Vice-President of Student Services/CSSO or designee will conduct an investigation to determine the extent and/or charges from student conduct violations.**
2. **Notice:** The Vice-President of Student Services/CSSO or designee will provide the student with written notice of the conduct warranting the discipline. The written notice will include the following:
  - the specific section of the Standards of Student Conduct that the student is accused of violating.
  - a short statement of the facts supporting the accusation.
  - the right of the student to meet with the Vice-President Student Services/CSSO or designee to discuss the accusation, or to respond in writing.
  - the nature of the discipline that is being considered.
- **Time limits** – The notice must be provided to the student within five days of the date on which the conduct took place; in the case of continuous, repeated, or ongoing conduct, the notice must be provided within five days of the date on which conduct occurred which led to the decision to take disciplinary action.
- **Meeting** – If the student chooses to meet with the Vice-President Student Services/CSSO or designee, the meeting must occur no later than five days after the notice is provided. At the meeting, the student must again be told the facts leading to the accusation, and must be given an opportunity to respond verbally or in writing to the accusation.

**Short-term Suspension** – Within five days after the meeting described above, the Vice-President Student Services/CSSO or designee, will decide whether to impose a short-term suspension, whether to impose some lesser disciplinary action, or whether to end the matter. Written notice of the Vice-President Student Services/CSSO or designees

decision shall be provided to the student. The notice will include the length of time of the suspension, or the nature of the lesser disciplinary action. The Vice-President Student Services/CSSO or designee's decision on a short-term suspension shall be final.

**Long-term Suspension** – Within ten days after the meeting described above, the Vice-President Student Services/CSSO or designee shall decide whether to impose a long-term suspension. Written notice of the Vice-President Student Services/CSSO or designee's decision shall be provided to the student. The notice will include the right of the student to request a formal hearing before a long-term suspension is imposed, and a copy of this policy describing the procedures for a hearing.

**Expulsion** – Within ten days after the meeting described above, the Vice-President Student Services/CSSO or designee shall decide whether to recommend expulsion to the Board of Trustees. Written notice of the Vice-President Student Services/CSSO or designee's decision shall be provided to the student. The notice will include the right of the student to request a formal hearing before expulsion is imposed, and a copy of this policy describing the procedures for a hearing.

**Hearing Procedures** – Request for Hearing.

Within five days after receipt of the Vice-President Student Services/CSSO or designee's decision regarding a long-term suspension or expulsion, the student may request a formal hearing. The request must be made in writing to the Vice-President Student Services/CSSO or designee.

**Schedule of Hearing** – The formal hearing shall be held within ten days after a formal request for hearing is received.

**NOTE:** *The Board of Trustees may hear these matters itself, or may use the services of a hearing officer or a panel. If the hearing panel format is adopted, the following is suggested.*

**Hearing Panel** – The hearing panel for any disciplinary action shall be composed of one administrator, one faculty member, one classified member, and one student.

The Vice-President Student Services/CSSO or designee, the president of the Academic Senate, the president of the Classified Senate, and the president of the Associated Students of Feather River College (ASFRC) shall each, establish a list of at least three persons who will serve on student disciplinary hearing panels. The Vice-President Student Services/CSSO or designee shall appoint the hearing panel from the names on these lists. However, no administrator, faculty member, classified person, or student who has any personal involvement in the matter to be decided, who is a necessary witness, or who could not otherwise act in a neutral manner shall serve on a hearing panel.

**Hearing Panel Chair** – The Vice-President Student Services/CSSO or designee shall appoint one member of the panel to serve as the chair. The decision of the hearing panel

chair shall be final on all matters relating to the conduct of the hearing unless there is a vote by both other members of the panel to the contrary.

### **Conduct of the Hearing**

The members of the hearing panel shall be provided with a copy of the accusation against the student and any written response provided by the student before the hearing begins.

The facts supporting the accusation shall be presented by a college representative who shall be the Vice-President Student Services/CSSO or designee.

The college representative and the student may call witnesses and introduce oral and written testimony relevant to the issues of the matter.

Formal rules of evidence shall not apply. Any relevant evidence shall be admitted.

Unless the hearing panel determines to proceed otherwise, the college representative and the student shall each be permitted to make an opening statement. Thereafter, the college representative shall make the first presentation, followed by the student. The college representative may present rebuttal evidence after the student completes their evidence. The burden shall be on the college representative to prove by the preponderance of the evidence that the facts alleged are true.

The student may represent himself/herself/themselves, and may also have the right to be represented by a person of his/her/their choice except that the student shall not be represented by an attorney unless, in the judgment of the hearing panel, complex legal issues are involved. If the student wishes to be represented by an attorney, a request must be presented not less than five days prior to the date of the hearing. If the student is permitted to be represented by an attorney, the college representative may request legal assistance. The hearing panel may also request legal assistance; any legal advisor provided to the panel may sit with it in an advisory capacity to provide legal counsel but shall not be a member of the panel nor vote with it.

Hearings shall be closed and confidential with the exception of law enforcement that shall be allowed if the college determines there is a potential threat to the Student Appeals Committee hearing panel and/or the campus in general or if the student requests that it be open to the public. Any such request must be made no less than five days prior to the date of the hearing.

In a closed hearing, witnesses shall not be present at the hearing when not testifying, unless all parties and the panel agree to the contrary.

The hearing shall be recorded by the District either by tape recording or stenographic recording. The official recording shall be the only recording made. No witness who refuses to be recorded may be permitted to give testimony. In the event the recording is by tape recording, the hearing panel chair shall, at the beginning of the hearing, ask each

person present to identify themselves by name, and thereafter shall ask witnesses to identify themselves by name. Tape recording shall remain in the custody of the District at all times, unless released to a professional transcribing service. The student may request a copy of the tape recording.

All testimony shall be taken under oath; the oath shall be administered by the hearing panel chair. Written statements of witnesses under penalty of perjury shall not be used unless the witness is unavailable to testify. A witness who refuses to be tape recorded is not unavailable.

Within ten days following the close of the hearing, the hearing panel shall prepare and send to the Vice-President Student Services/CSSO or designee a written decision. The decision shall include specific factual findings regarding the accusation, and shall include specific conclusions regarding whether any specific section of the Standards of Student Conduct were violated. The decision shall also include a specific recommendation regarding the disciplinary action to be imposed, if any. The decision shall be based only on the record of the hearing, and not on matter outside of that record. The record consists of the original accusation, the written response, if any, of the student, and the oral and written evidence produced at the hearing.

#### **Vice-President Student Services/CSSO or Designee's Decision:**

**Long-term suspension** – Within ten days following receipt of the hearing panel's recommended decision, the Vice-President Student Services/CSSO or designee shall render a final written decision. The Vice-President Student Services/CSSO or designee may accept, modify, or reject the findings, decisions and recommendations of the hearing panel. If the Vice-President Student Services/CSSO or designee modifies, or rejects the hearing panel's decision, the Vice-President Student Services/CSSO or designee shall review the record of the hearing, and shall prepare a new written decision which contains specific factual findings and conclusions. The decision of the Vice-President Student Services/CSSO or designee shall be final.

**Expulsion** – Within ten days following receipt of the hearing panel's recommended decision, the Vice-President Student Services/CSSO or designee shall render a written recommended decision to the Board of Trustees. The Vice-President Student Services/CSSO or designee may accept, modify, or reject the findings, decisions and recommendations of the hearing panel. If the Vice-President Student Services/CSSO or designee modifies, or rejects the hearing panel's decision, he/she/they shall review the record of the hearing, and shall prepare a new written decision which contains specific factual findings and conclusions. The Vice-President Student Services/CSSO or designees' decision shall be forwarded to the Board of Trustees.

**Board of Trustees Decision:** The Board of Trustees shall consider any recommendation from the Vice-President Student Services/CSSO or designee for expulsion at the next regularly scheduled meeting of the Board after receipt of the recommended decision.

The Board shall consider an expulsion recommendation in closed session, unless the student has requested that the matter be considered in a public meeting in accordance with these procedures. (Education Code Section 72122.)

The student shall be notified in writing, by registered or certified mail to the address last on file with the District, or by personal service, at least three days prior to the meeting, of the date, time, and place of the Board's meeting.

The student may, within 48 hours after receipt of the notice, request that the hearing be held as a public meeting.

Even if a student has requested that the Board consider an expulsion recommendation in a public meeting, the Board will hold any discussion that might be in conflict with the right to privacy of any student other than the student requesting the public meeting in closed session.

The Board may accept, modify, or reject the findings, decisions and recommendations of the Vice-President Student Services/CSSO or designee or the hearing panel. If the Board modifies or rejects the decision, the Board shall review the record of the hearing, and shall prepare a new written decision which contains specific factual findings and conclusions. The decision of the Board shall be final.

The final action of the Board on the expulsion shall be taken at a public meeting, and the result of the action shall be a public record of the District.

**Immediate Interim Suspension** (Education Code Section 66017): The Vice-President Student Services/CSSO or designee may order immediate suspension of a student where he/she/they conclude that immediate suspension is required to protect lives or property and to ensure the maintenance of order. In cases where an interim suspension has been ordered, the time limits contained in these procedures shall not apply, and all hearing rights, including the right to a formal hearing where a long-term suspension or expulsion is recommended, will be afforded to the student within ten (10) days.

**Removal from Class** (Education Code Section 76032): Any instructor may order a student removed from his/her/their class for the day of the removal and the next class meeting. The instructor shall immediately report the removal to the Vice-President Student Services/CSSO or designee. The Vice-President Student Services/CSSO or designee shall arrange for a conference between the student and the instructor regarding the removal. If the instructor or the student requests, the Vice-President Student Services/CSSO or designee shall attend the conference. The student shall not be returned to the class during the period of the removal without the concurrence of the instructor. Nothing herein will prevent the Vice-President Student Services/CSSO or designee from recommending further disciplinary procedures in accordance with these procedures based on the facts which led to the removal.

**Withdrawal of Consent to Remain on Campus:** The Vice-President Student Services/CSSO or designee may notify any person for whom there is a reasonable belief that the person has willfully disrupted the orderly operation of the campus that consent to remain on campus has been withdrawn. If the person is on campus at the time, they must promptly leave or be escorted off campus. If consent is withdrawn by the Vice-President Student Services/CSSO or designee a written report must be promptly made to the Superintendent/President.

The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the period of the withdrawal. The request shall be granted not later than seven days from the date of receipt of the request. The hearing will be conducted in accordance with the provisions of this procedure relating to interim suspensions.

In no case shall consent be withdrawn for longer than 14 days from the date upon which consent was initially withdrawn.

Any person as to whom consent to remain on campus has been withdrawn who knowingly reenters the campus during the period in which consent has been withdrawn, except to come for a meeting or hearing, is subject to arrest (Penal Code Section 626.4).

**Time Limits:** Any times specified in these procedures may be shortened or lengthened if there is mutual concurrence by all parties.

### **No Disciplinary Action against Complainants or Witnesses in Sexual Assault Investigations**

An individual who participates as a Complainant or witness in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of the District's student conduct policy at or near the time of the incident, unless the District determines that the violation was egregious, including, but not limited to, an action that places the health or safety of any other person at risk or involves plagiarism, cheating, or academic dishonesty.

Reference: BP #5500, AP #5500, AP 4245

Approvals:

Academic Senate: February 8, 2023

Classified Senate: None

Cabinet: November 13, 2023

# **AP 5530 Student Complaints and Grievances Procedures**

## Reference

**Education Code 75224(a), Title IX Education Amendments of 1972, ACCJC Accreditation Eligibility Requirement 20, ACCJC Accreditation Standard IV.D**

The purpose of this procedure is to provide a prompt and equitable means of resolving general student complaints and grievances. This procedure is available to any student who reasonably believes a college decision or action has adversely affected their rights as a student.

All complaints or grievances about general harassment and unlawful discrimination and sexual harassment are handled by the Director of Human Resources, who is the District's single point of contact for these issues. Please refer to AP3410, 3430, and 3435, for further information.

All complaints and grievances related to instructional issues including grade changes are handled by the Dean of Instruction/CIO. Please refer to AP 4231 for further information.

## **Grievance Procedure**

General complaints and grievances begin with an informal and confidential discussion with the Chief Student Services Officer (CSSO), or in the case the CSSO is the subject of the complaint, the Dean of Instruction/CIO (CIO). The CSSO will then determine how the complaint or grievance will be resolved, and follow the process through resolution according to prescribed timelines. If any administrator (Superintendent /President, Chief Instructional Office, Director of Facilities/CTO, Director of Human Resources/EEO, Athletic Director, Chief Financial Officer) receives a written complaint for any reason, the CSSO must be notified to assure all timelines are met, and resolution is logged in the student complaint log.

Student must notify the CSSO in writing of their intent to file a written complaint or grievance within 6 months of the incident (s).

Student must file a written formal complaint within 30 working days of notifying the CSSO.

In order to maintain accurate records, Administrators who receive a written complaint/grievance must provide a copy of the complaint to the CSSO within 5 working days of receipt.

Upon receipt of a written complaint/grievance the CSSO or designee must complete an investigation and render a decision in writing to the student within 30 working days; OR in the case that this deadline cannot be met, the CSSO will notify the student in writing within 30 working days; OR, in the case the grievance/complaint is the responsibility of another administrator, assure that all timelines are met according to policy



Reference: AP #3410, AP #3430, AP #3435, #AP 4231

Reference Updated: January 20, 2016

Approvals:

Standards & Practices: February 5, 2013

Academic Senate: May 8, 2013

Classified Senate: May 21, 2013

Cabinet: October 3, 2013



## Student Complaint/Grievance Form (AP 5530)

(not to be used for general harassment, unlawful discrimination, sexual harassment or grade appeals)

Student Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of event that is the subject of the Complaint/Grievance: \_\_\_\_\_

Description of Complaint/Grievance (include detail, names, dates, and events):

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Explain how you believe college policy was violated (college policies can be found online at [www.frc.edu/administration/trustees/index.html](http://www.frc.edu/administration/trustees/index.html))

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Requested Remedy (describe what you would like to see done to resolve the situation):

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Signature of

Student: \_\_\_\_\_

Date: \_\_\_\_\_

THIS GRIEVANCE PETITION IS TO BE FILED WITH THE CHIEF STUDENT SERVICES OFFICER

**Office Use Only:**

Date Form Received: \_\_\_\_\_ Date Resolved:

\_\_\_\_\_

Date Communicated to Student and Logged in Complaint Log:

\_\_\_\_\_

Other Administrators Involved:

\_\_\_\_\_

## **AP 5570 Student Credit Card Solicitation**

Reference: **Title 5, Section 54400; Civil Code Section 1747.02(m); Education Code Section 99030**

The staff of Feather River College is acutely aware that students are becoming increasingly in debt through the use of student loans and credit cards to finance their education. In accordance with Education Code Section 99030, the college's staff has established this policy to decrease the indebtedness of the college's students.

- Credit Card Marketers who would like to solicit credit cards to students must be registered with the Chief Student Services Officers' office.
- Marketers of student credit cards are limited to setting up a table in the campus center.
- Marketers of student credit cards are prohibited from offering gifts to students for filling out credit card applications.
- Credit card and debt management education and counseling sessions are offered to students during new student orientation and by a student organization throughout the academic year.

Approvals:  
Student Services Council: August 8, 2007  
Cabinet: September 11, 2007

## **AP 5610 Voter Registration**

References:

**20 U.S.C. § 1094(a)(23)(A); 34 CFR § 668.14(d)(1).**

Feather River College will make every effort to register students, who wish to vote before each county, state, or federal election.

Voter registration forms will be available in the following campus locations:

- A link to the Plumas County Elections Office will be available on the Feather River College web site. At this site, students can download a Voter Registration form. The link to this site will also be published in the student handbook.
- Copies of the Voter Registration forms will be available in the ASFRC offices, Admissions and Records office, Financial Aid office, Disabled Student Services and Programs, and the Chief Student Services Officer's office.

Approvals:

Student Services Council: August 8, 2007

Cabinet: September 11, 2007

# **AP 5700 Intercollegiate Athletics**

References:

**Education Code Sections 66271.6, 66271.8, 67360 et seq., and 78223; Title IX, Education Amendments of 1972; ACCJC Accreditation Standard II.C.4**

Feather River College is dedicated to providing its student athletes the opportunity to experience the valuable lessons associated with structured athletic participation. Feather River College strives to provide quality transfer, career, and life-long learning programs that provide the student athletes with the knowledge and skills necessary to succeed in life.

## **Athletic Recruiting Rules and Regulations**

Feather River College adheres to the California Community College Athletic Association (CCCAA) Constitution that addresses all areas of recruiting. The college is required to submit a yearly R-1 & R2 form, signed by the Superintendent/President, which verifies that all coaches and all other people acting as agents of Feather River College understand and pledge to follow the CCCAA recruiting Bylaws.

## **Procedures for Establishing Athletic Eligibility**

Each year every student-athlete completes a "Form 1" which is the primary information tool used to establish the eligibility for the up-coming season of sport. The Athletic Director is responsible for having each prospective student-athlete fill out the "Form 1", along with other forms that are required and these forms are processed and signed by the Athletic Director and each head coach. The forms are sent to an independent Athletic Eligibility Officer in the Admissions and Records Office who makes the official determination on athletic eligibility before sending the completed documents to the Conference Commissioner.

Intercollegiate athletic competition is governed by the Golden Valley Conference and the California Community College Athletic Association Constitution. Obtaining clearance for athletic eligibility often requires considerable checking of records and code provisions. These procedures should be started well in advance of the opening of each athletic season. The Athletic Director will interpret the State Athletic Constitution and Conference regulations for all persons concerned. Students will be assisted in establishing athletic eligibility.

## **Name, Image, Likeness, and Athletic Reputation**

**Prospective Student Athlete:** The District will not provide a prospective student athlete with compensation in relation to the athlete's name, image, likeness, or athletic reputation.

**Student Athletes:** The District will not prevent a student participating in intercollegiate athletics from either earning compensation as a result of the use of the student athlete's name, image, likeness, or athletic reputation, or from obtaining professional representation by duly licensed athletic agents or attorneys. However, a student athlete may not enter into a contract that provides compensation to the student athlete for their name, image, likeness, or athletic reputation if the contract conflicts with a provision of the student athlete's team contract.

A student who enters into a contract providing compensation for use of the student's name, image, likeness, or athletic reputation must disclose the contract to the Director of Athletics. If the District determines that a conflict between the student athlete's contract and the student athlete's team contract, the Director of Athletics will disclose the conflict to the student or student's legal representative, if any, and identify the contractual provisions that conflict.

Any team contract entered into, modified or renewed on or after September 1, 2021 will not prevent a student athlete from using their name, image, likeness, or athletic reputation for a commercial purpose when the athlete is not engaged in official team activities.

A student athlete's scholarship eligibility will not be impacted as a result of the student earning compensation for their name, image, likeness, or athletic reputation.

The District will not revoke a student-athlete's scholarship that provides the student-athlete with the cost of attendance as a result of the student athlete earning compensation or obtaining legal representation in accordance with state law.

Reference: BP #5700

Approvals:

Academic Senate: October 11, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

## **CHAPTER 6**

### **Business and Fiscal Affairs**

|         |   |
|---------|---|
| AP 6100 | Delegation of Authority – Fiscal                    |
| AP 6150 | Delegation of Authorized Signatures                 |
| AP 6200 | Budget Preparation                                  |
| AP 6250 | Budget Management                                   |
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| AP 6340 | Bids and Contracts                                  |
| AP 6350 | Contracts – Construction                            |
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| AP 6400 | Financial Audits                                    |
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| AP 6600 | Capital Construction                                |
| AP 6620 | Naming of Buildings and Facilities                  |
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| AP 6751 | Animals on Campus                                   |
| AP 6800 | Occupational Safety                                 |
| AP 6850 | Hazardous Materials                                 |
| AP 6910 | Housing   |
| AP 6950 | Drug and Alcohol Testing                            |



## **AP 6100 Delegation of Authority - Fiscal**

References:

**Education Code Sections 70902(d), 81644, 81655, and 81656;  
Public Contract Code Sections 20651, 20658, and 20659**

The Chief Financial Officer is delegated authority from the Superintendent/President to supervise budget preparation and management; oversee fiscal management of the District; and contract for, purchase, sell, lease, or license real and personal property, in accordance with Board policy and law. Responsibility for the development of internal policies and procedures consistent with the provision of this regulation remains with the Superintendent/President. This delegated authority is subject to the condition that certain of these transactions be submitted to the Superintendent/President for review and approval from time to time as determined by the Superintendent/President.

When transactions do not exceed the dollar limits established in the Public Contracts Code, the Education Code or other laws pertaining to the taking of competitive bids, the Chief Financial Officer may contract for goods, services, equipment and rental of facilities so long as the transactions comply with law and any limitations or requirements set forth therein. Furthermore, the Chief Financial Officer may amend the terms and conditions of any contractual arrangement so long as the total expenditure of funds and period of contract do not exceed the limitations set forth in applicable law or regulation and board policy.

Board Policy: #6100

Approvals:

Cabinet: February 2, 2012

## **AP 6150 Designation of Authorized Signatures**

References:

**Education Code Sections 85232 and 85233**

The Superintendent/President is authorized to sign warrants. In addition, the Chief Financial Officer is authorized to sign warrants and checks on proprietary and fiduciary funds on behalf of the District. Others may be authorized by Board resolution.

Proper documentation regarding signing District warrants shall be filed with the Plumas County Office of Education. Additions and deletions to the resolutions must be approved in writing by the Board of Trustees.

The Chief Financial Officer will withhold approval of District warrants when:

- A. Disbursement of the funds will result in the total amounts expended in any major account classification to exceed the board approved amount budgeted in that major account.
- B. Established procedures have not been followed to permit verification of authenticity of the expenditure.

Warrants on District funds may be signed by facsimile signature.

Board Policy: #6150

Approvals:

Cabinet: February 2, 2012

# **AP 6200 Budget Preparation**

Reference:

**Accreditation Standard III.D; Education Code Section 70902(b)(5); Title 5, Sections 58300 et seq.**

## **I. BACKGROUND AND PHILOSOPHY**

In establishing this budget policy for budget preparation the District will focus its resources in ways that support and strengthen its educational mission. The budget preparation process will provide resources that support and enhance the District's master plan and strategic plan while continually enhancing student development and success.

The Superintendent/President has final recommending authority on all fiscal matters. The results of the budget development process will provide the Superintendent/President with the basis for the recommendation to the Board of Trustees for both Tentative Budget and Final Budget.

The review of District budgetary practices and operational guidelines, as needed, to ensure that procedures are responsive to strategic priorities, are balanced across the District, and protect the financial well-being and interests of the District.

## **II. BUDGET CALENDAR**

A budget calendar shall adhere to timelines established by California Code of Regulations, Title 5.

A Tentative Budget for the succeeding fiscal year shall be adopted by the Feather River Community College District, Board of Trustees on or before July 1<sup>st</sup> of each year.

A public hearing and final adoption of the budget will occur prior to September 15<sup>th</sup> or as determined by the Education Code requirements. The prescribed annual financial and budget report shall be filed with the State Chancellor's Office on or before September 30<sup>th</sup> of the budget year.

The District shall submit the appropriate financial reports (311 Report) to the State Chancellor's Office on a quarterly basis.

Budget revisions necessary during the fiscal year shall require approval by majority vote of the Board of Trustees.

## **A. Time Line**

October – completion and submission of all Annual Program Reviews and operational budget requests for the subsequent fiscal year.

November/December – preparation of draft comprehensive budget from program proposals. Communication to campus community concerning revenue projections and fundable priorities.

January/February – complete Tentative Budget draft.

May – present Tentative Budget to the Board of Trustees.

August – present Final Budget to the Board of Trustees.

## **B. Program-Level Operational Planning and Annual Program Reviews**

Each program, service unit, or office of the college must submit an annual Program Review update, which will include the following parts:

1. Annual Update to Program Review
2. Report on Goals and Objectives from Previous Year
3. Goals and Objectives for the Current Year
4. Proposed Budget for the Coming Year

Program-level goals may be multi-year in scope, but should be longer in scope than three years, generally (this ensures consonance with the college's planning processes and the Strategic Plan). Objectives should be specific and achievable within a year, and for each objective lead responsibility should be assigned, along with an appropriate timeline and action plan, as needed.

## **C. Integration of Planning and Budget**

Multi-year planning drives the development of the annual budget. Feather River College accomplishes this linkage of planning and budget through the submission of planning documents along with budget proposals as one integrated document, through review of these documents by both the Strategic Planning Committee (responsible for formulation of Strategic Plan and monitoring planning processes) and the Budget Committee (responsible for preparing the annual budget), through joint meetings of the Strategic Planning Committee and the Budget Committee, and through an integrated review of accomplishments in the Program Review process and in the institutional Self Study process of accreditation.

## **III. COMPOSITION OF BUDGET COMMITTEE**

The Budget Committee will be comprised of member representation as described in AP2510 Participation in Local Decision Making.

The Budget Committee is a participatory (shared) governance committee. The Committee is a standing committee and is advisory to the Superintendent /President.

#### **IV. BUDGET DEVELOPMENT**

Budget development is conducted based on input contained in the Annual Program Review documents submitted by each program in October. There is no other budget development process.

The Budget Committee is responsible for reviewing the Strategic Plan as well as operational goals submitted by each program, to establish budget priorities for the subsequent fiscal year.

Each program will submit a proposed budget request along with their Annual Program Review update and operational goals and a progress report on the accomplishments of operational goals from the previous year. The Budget Committee will review these documents prior to preparing a Tentative Budget for the next fiscal year. It is imperative that the Budget Committee implement the priorities established in the strategic planning process, in preparing the Tentative Budget.

The Budget Committee will review budget requests with the following priorities as guidelines:

- a. The values established through the strategic planning process and the priorities established with the planning process as adopted by the Board of Trustees.
- b. The 50 % law, and other laws and regulations.
- c. A consensus as to what is needed to continue existing instructional programs, support services and operations, and what is needed to improve (expand) those programs.
- d. Instructional program alterations and/or expansions.
- e. Fully disclosed revenue forecasts.
- f. Collective bargaining issues will be reserved for collective bargaining negotiations and shall not be a part of the Budget Committee deliberations.

When the Superintendent/President presents the Tentative Budget to the Board of Trustees and there are any differences from what the Budget Committee's recommendations were, then the Superintendent/President shall explain these changes in writing to the Board of Trustees and the presidents of the Academic and Classified Senates.

The Budget Committee shall convene prior to the end of August to consider the updated revenue/expenditure information and make a subsequent final budget recommendation to the Superintendent/President. These recommendations do not bind the rights of the Superintendent/President in these discretionary areas regarding additional expenditures. The institution shall support the discretionary decisions of the Superintendent/President as a valid part of collegial governance structure. The Superintendent/President shall provide a written report with explanations as to any necessary changes that exceed \$30,000 in total, to the budget recommendations from the Budget Committee. This written report will be communicated no later than September 14<sup>th</sup> to the Planning Committee, Budget Committee, and the Cabinet Committee members.

Note: This document constitutes a joint agreement.

Approvals:  
Cabinet: April 15, 2004, May 6, 2010

## **AP 6250 Budget Management**

Reference:

**California Code of Regulations, Title 5, Sections 58305, 58307, 58308**

Upon adoption of the budget for the fiscal year, the Superintendent/President delegates the spending plan to the Chief Financial Officer/Director of Business Services.

The Chief Financial Officer/Director of Business Services shall be responsible to the Superintendent/President for the administration of budgeted funds.

A system of controls are authorized to be established by the Chief Financial Officer/Director of Business Services as necessary to govern the administration of the budget and the expenditure of funds.

The controls are as follows, but are not limited to, the following:

Special project managers, grant managers, and “site or cost center” managers are responsible for the budget activities under their jurisdiction. They shall be responsible to the District to monitor their budget and for compliance with the laws, regulation, policies, and procedures, as well as restrictions imposed by the funding agency, as applicable. They shall submit required reports in a timely manner and certify to the District the accuracy of said reports.

Projects managers, grant managers, and “site or cost center” managers may approve budget transfers within major object codes up to \$500 per purpose. The Chief Financial Officer/Director of Business Services may approve budget transfers up to \$1,500 per purpose, subject to Board of Trustees ratification. The Superintendent/President shall approve all budget transfers, subject to Board of Trustees ratification.

The total amount budgeted as the proposed expenditure for each major expenditure classification in the budget approved by the Board of Trustees shall be the maximum amount which may be expended for that classification of expenditure for the fiscal year, except as specifically authorized by the Board.

All budget transfers between major account codes in excess of \$500 shall be submitted to the Board of Trustees for ratification.

The Business Office shall conduct internal auditing of requested financial transactions to assure proper account code usage, policy compliance, and availability of funds.

Board Policy: #6250

Approvals:

Cabinet: March 5, 2009

## **AP 6300 Fiscal Management**

Reference:

**Education Code Section 84040©; Title 5 Section 58311; ACCJC Accreditation Standard III.D.9 (formerly III.D.2); 2 Code of Federal Regulations Parts 200.302(b)(6)-(7), 200,305, and 200.400 et seq.**

The Superintendent/President shall establish policies, procedures, guidelines, practices and job descriptions to ensure the sound fiscal management of the district consistent with accounting and audit standards and regulations set forth in federal and state statute. These will include participation of faculty, staff, administrators, and students as defined in BP 2510 - Participation in Local Decision Making, as well as the Board of Trustees in their role in assuring the financial stability of the district. Fiscal management of the district should include:

- Provide for responsible stewardship of available resources.
- Provide for safeguarding and managing District assets to ensure ongoing effective operations; maintenance of adequate cash reserves; implementation and maintenance of effective internal controls; determination of sources of revenues prior to making short-term and long-term commitments; establishment of a plan for the repair and replacement of equipment and facilities.
- Provide for an organizational structure that incorporates a clear delineation of fiscal responsibilities and staff accountability.
- Provide that appropriate administrators keep the Board current on the fiscal condition of the District as an integral part of policy and decision-making.
- Provide for development and communication of fiscal policies, objectives and constraints to the board, staff and students.
- Provide for an adequate management information system that gives timely, accurate and reliable fiscal information for planning, decision making and budgetary control.
- Provide for appropriate fiscal policies and procedures and adequate controls to ensure that established fiscal objectives are met.
- Provide a process to evaluate significant changes in the fiscal environment and make necessary, timely, financial and educational adjustment.
- Provide both short term and long term goals and objectives, and broad based input coordinated with District educational planning.
- Procedures for determining allowability of costs in accordance with EDGAR Second Edition Subpart E Cost Principles.
- Procedures to implement the requirements of 2 Code of Federal Regulations Part 200.305 governing payments.



Reference: #BP 6300

Approvals:

Academic Senate: October 16, 2017

Classified Senate: Opposed

Cabinet: January 16, 2018

## **AP 6330 Purchasing**

Reference: **Education Code Section 81656; Public Contract Code Sections 20650 – 20654**

The Superintendent/President or designee is authorized to procure materials and services necessary to carry out the programs and operations of the District. Such authorization might include the following guidelines:

- A. Purchase the proper product for the purpose required.
- B. Have the product available when needed.
- C. Purchase the proper amount of product.
- D. Pay the proper price.
- E. Purchase without favor or prejudice and transactions shall be neutral and without conflict of interest.
- F. Employees of the District shall not accept gratuities in dealing with vendors.
- G. Purchase a product of the quality necessary to adequately perform its function.
- H. Purchase in a manner that tends toward the assurance of maximum educational value within the framework of law, policy, and sound business procedure.

### **Purchasing Standards:**

- A. All purchases shall be made according to all applicable laws, rules, and regulations.
- B. The District will purchase materials, equipment, and services from those vendors able to offer the best prices, consistent with quality, delivery, and service. In no instance will quality be sacrificed solely in the interest of low price.
- C. Local vendors shall be patronized where there is no measurable difference in service, quality, or cost.
- D. Unauthorized purchases made without processing through required channels may be deemed personal purchases by the individual and are not the responsibility of the District.

Purchases of goods and services are to be made by the Business Office in accordance with appropriate sections of the Education Code and other state codes, and shall not

cause any District budget allocation to be exceeded. (Education Code sections 81645 and 81645.5 and Public Contract Code sections 20111 and 20651.)

**Written Contracts and Purchase Orders:** For the purchase of goods and services, the District can be bound only by a written contract, purchase order, or pay voucher, signed by the Superintendent/President or the Vice-President Business Services/CFO. (See Board Policy 6340)

**Changes to Purchase Orders:** Whenever a change on the original purchase order is authorized, it must be done by the Purchasing Agent (Staff Assistant/Purchasing and Accounts Payable). No other segment of the College community is authorized to increase, decrease, substitute, or cancel an order.

**Authority to Contract or Order:** No employee, other than the Board of Trustees, the Superintendent/President, or the Vice-President Business Services/CFO can bind the District by any contract or purchase order. *A contract entered into on behalf of the District by one not authorized to make the contract shall be invalid.*

All purchases, except those from the Revolving Cash Fund, shall be made by serially numbered purchase orders or pay vouchers.

All purchases and expenditures shall be reported monthly to the Board of Trustees for approval and/or ratification and shall be recorded in the official minutes. Purchases which meet one or more of the following criteria may be submitted for ratification:

- A. Supplies, equipment, or services which are necessary for the ongoing operation of the District and for which an allocation has been included in the budget.
- B. Equipment items which have the prior approval of the Board of Trustees.
- C. Expenditures from the Revolving Cash Fund.

All purchases will be made at the lowest possible price consistent with specifications while accounting for quality and availability. Whenever possible, requests for quotations/bids shall be solicited from local vendors.

Procurement actions shall be by competitive negotiations and bidding in compliance with statutes with award to the lowest responsible bidder meeting the specifications. The "lowest responsible bidder" is the lowest bidder whose offer responds in quality, fitness, and capacity to fulfill and perform the particular requirements set forth by the District.

- A. Specifications shall be descriptive of materials desired and sufficiently broad to conform to law and to promote competitive bidding.

- B. Qualified Bidders: An effort shall be made to attract and develop a maximum of responsible bidders capable of offering the best prices consistent with quality, delivery, and service.

The Purchasing Agent or Vice-President Business Services/CFO shall receive sealed bids (in accordance with Public Contract Code 20651), then open and read them in public at the time and place specified in the bid. They must check the bids for regularity and compliance with local requirements, and then tabulate them. (Education Code Sections 81640 and 81641.)

The District reserves the right to make its selection of materials purchased based on its best judgment as to which articles substantially comply with the strength and quality required by the specifications. (Education Code Sections 81640, 81641, 81644, 81648, 81649, and 81648.5.)

**The Business Office will make all purchases in accordance with the following regulations:**

- A. Items Costing up to \$10,000:

Individuals purchasing in this classification will make a good faith effort to secure telephone or written quotations not less than three in number. On any purchase of less than \$4,000, the Business Office's recent experience or one telephone quotation will be sufficient. Vendors regularly used for purchases without the necessity of at least three quotations will be evaluated annually by securing current quotes.

- B. Items costing over \$10,000 and under the current bid threshold as defined by the Board of Governors of the California Community Colleges in accordance with Public Contract Code.

Requisitioners will make a good faith effort to secure at least three (3) written quotations and submit documentation to Purchasing.

- C. Items over the current bid threshold as defined by the Board of Governors of the California Community Colleges in accordance with Public Contract Code, or work to be done Involving more than \$15,000:

Purchases in this classification will be made after formal advertising and the receipt of sealed bids.

The Board of Trustees will accept the bid of the lowest responsible bidder and will reserve the right to reject any or all items of any or all bids.

Public Contract Code 20651 provides for an annual inflationary increase for competitively bid contracts, which is determined by the Chancellor of the California Community Colleges.

The higher bid limit only applies to (1) the purchase of equipment, materials, and supplies; (2) services, except construction services; and (3) repairs, including maintenance as defined in Public Contract Code section 20656, that are not public projects as defined in Public Contract Code 22002(c).

The referenced \$15,000 threshold for construction services/public work projects has not been affected by the annual inflationary change.

- D. Purchases of “sole source” or “proprietary” items may be made without quotation or bid upon certification by the requisitioner and approval of the Superintendent/President or the Vice-President Business Services/CFO. Purchase of professional services (architects, attorneys, surveyors, auditors, etc.) may be made pursuant to law without quotation or bid. (Public Contract Code 20651 Et. Seq.)

District employees shall not make purchases for the District or encumber or expend District funds in any way except in accordance with these policies. Goods and services specifically exempted from this provision for which expenditures may be committed by the Vice-President Business Services/CFO are:

- A. Utility payments
- B. Retirement, OASDI contributions, and other payroll deductions
- C. Worker’s Compensation Insurance
- D. Payments covered by contracts and/or agreements approved by the Board of Trustees, and
- E. Payments permitted by Board policy

**Emergency Purchases:**

- A. In the event of an emergency situation where District property, students, or personnel face imminent peril, injury, or danger, the correction of which requires an immediate authorization for the expenditure of District funds, the Superintendent/President or Vice-President Business Services/CFO is empowered to authorize the expenditure of District funds in an amount necessary to effect a correction of an emergency situation.

- B. Any purchase made as the result of an emergency situation must be submitted to the Board of Trustees to be ratified and recorded in the official minutes at the first Board meeting subsequent to the emergency.
- C. When emergency repairs or alterations are necessary to continue existing classes or to avoid danger of life or property, the Board may by a unanimous vote make a contract on behalf of the District for labor, materials, and supplies without advertising for or inviting bids. (Education Code Sections 81640, 81641, 81648, 81649, and 81649.5.)

**State Contract Purchasing:** Approved District purchasing representatives are hereby authorized to make purchases, in accordance with these policies and procedures, through the State of California Cooperative Purchasing Program operated by the Department of General Services as they may find advantageous. (Education Code Sections 81643 and 81656.)

**Purchases Through Public Corporations or Purchasing Cooperatives Without Requiring Multiple Quotes or Advertising for Bids:** The Board of Trustees, without requiring multiple quotes or advertising for bids within the same county, may purchase from other public agencies or approved purchasing cooperatives supplies, equipment, vehicles, lease data processing equipment by authorization of contract or purchase order. (Education Code Sections 81640, 81641, 81644, 81648, 81649, and 81649.5.)

Reference: BP #6330, BP #6250

Approvals:

Academic Senate: December 8, 2021

Classified Senate: February 22, 2022

Cabinet: March 2, 2022

## AP 6332 Actual and Necessary Business Expenses

Reference:

**California Constitution, Article XVI, Section 6, Education Code 44015**

State and federal laws prohibit the donation of public funds but allow actual, appropriate, and necessary business expenditures. The definition of “public funds” is very broad and includes all moneys over which the district has custody or that pass through the district.

### A. General Guidelines

To be reimbursed for an actual and necessary business expense the following conditions must be met:

1. The expenditure conforms to guidelines outlined in this procedure and AP 6330 and any applicable education codes and regulations.
2. The Superintendent/President and/or Chief Financial Officer, Director of Business Services must approve exceptions to these guidelines in writing in advance.
3. There must be adequate documentation of the expenses, including adequately detailed receipts, description of business purpose, and attendees to a meeting, if applicable.

These guidelines do not apply to purchases for instructional programs; for example, food or beverages for classroom use in the hospitality or restaurant programs. These types of purchases are governed primarily by the California Education Code, Title 5 Regulations, and legal advisories from the California Community Colleges Chancellor’s Office legal department concerning material fees and instructional supplies.

Examples of generally acceptable expenditures from the unrestricted general fund include:

1. General supplies, contracts, and equipment necessary to advance the educational purpose of the district.
2. Certificates, plaques, or other items in recognition of service to the district that have lasting value to the recipient and cost less than \$50.
3. Clothing items with a college and/or program identifier that all staff in a work area or program are required to wear during assigned business hours on regular basis.

4. Clothing items with a college and/or program identifier that all staff representing the college are required to wear at an event (e.g. outreach day at a high school, booth at a fair).
5. Team uniforms.
6. Honorariums with advanced written approval of the Superintendent/President.
7. Light refreshments for community and/or student-focused events (less than \$10/per student and/or community member).

Examples of generally unacceptable expenditures from the general fund include:

1. Food or beverages for routine faculty or staff meetings.
2. Holiday celebrations, cards, and decorations.
3. Individual personal occasions such as birthdays and retirements.
4. Donations, gifts, and honorariums.
5. Any item of clothing that is not required to be worn as a uniform.
6. Flowers for condolences, thank you, or congratulations.

Examples of absolutely unallowable expenditures from any district fund include expenditures:

1. For any illegal purpose.
2. For any purpose adverse to Feather River College board policy.
3. Alcoholic beverages unless for instructional purposes (Feather River Community College District Board Policy/Administrative Procedure 3560, Alcoholic Beverages and Board Policy/Administrative Procedure 3550, Drug Free Environment and Drug Prevention).

## B. Grants, Restricted, or Categorical Funds

The same rules that apply to the general fund generally apply to grants and the restricted and categorical accounts except as noted below:

1. The funding documents, funded proposal, or proposal documents specifically allow the expense.



2. The funding source provides appropriate written documentation by mail, e-mail, or facsimile that specifically authorizes a proposed expenditure.

In either case, the above documentation to support the expenditure must either be on file with the Purchasing Department or accompany the purchasing document that is submitted for approval. The grant project director and related manager will be accountable for compliance with the specific rules and guidelines dictated by the funding source, as well as the district's expenditure procedures and guidelines.

C. Trust Funds

Unless prohibited by the funding source, trust funds may be used for food and beverages. Trust funds may not be used for holiday decorations and personal gifts unless specifically authorized by the funding source, the trust establishment documentation, or by district contract. Although generally allowed, any purchases of food and beverage must be related to the educational purpose of the college district and the specific purpose of the trust.

D. Category of Accounts – Foundation

The same rules that apply to the general fund apply to the foundation funds transferred to the foundation from the district.

The allowable use of unrestricted foundation funds (funds that are not transferred from the district or restricted by the donor) are governed by Feather River College Foundation policies and procedures. For purposes of clarification and alignment with District policies, the permitted use of unrestricted Foundation funds are detailed here. Unrestricted Foundation funds may be used for the purposes of donor cultivation, employee recognition, administrative and faculty recruitment, and building community partnerships. The following expenditures are allowable:

1. The purchase of food and beverages (including alcoholic beverages).
2. Purchases, and there are no preset limits.
3. Holiday celebrations, cards, decorations.
4. Individual personal occasions, such as birthdays and retirements.
5. Donations, gifts, and honorariums.
6. Flowers for condolences, thank you, or congratulations.
7. Image-enhancing gifts are permitted if they contain or include a Feather River College Foundation or district logo or identifier.

8. Restricted donations may not be used for the above-stated items except in the following instances:
  - a. The funding documents, funded proposal, or proposal documents specifically allow the expense.
  - b. The funding source provides appropriate written documentation by mail, e-mail, or facsimile that specifically authorizes a proposed expenditure.

The Superintendent/President must provide prior approval in writing any on-campus event that includes the provision of alcoholic beverages at foundation expense. Documentation approving on-campus events that include the provision of alcoholic beverages must both be on file with the office of the college Superintendent/President and accompany the purchasing document that is submitted for approval. The Foundation President will be accountable for compliance with the specific rules and guidelines dictated by the funding source, as well as the district's expenditure procedures and guidelines. In addition, all expenditures must comply with Feather River College Foundation policies and procedures.

#### E. Associated Student Body

All requests for expenditures from Associated Student Body funds must conform to the California Education Code and must be approved in writing by the Chief Student Services Officer, Associated Student Body Advisor, and an Associated Student Body officer. All expenditures must serve the educational mission of the district and generally must provide a direct benefit to students.

#### F. Examples of Authorized Activities and Events

Food and beverages may be purchased for district staff and students for the following types of events provided that the expenditures do not exceed \$ 35 (all inclusive of tip, tax, service, but exclusive of room charges) per person, per day and that the expenditures must be approved in writing in advance by the appropriate responsible persons (subject to all purchasing and procurement procedures):

1. ASB and related club activities
2. Nursing pinning ceremonies
3. Commencement ceremonies
4. Medal of Honor events

5. All-college days
6. Divisional or departmental retreats (no more than two annually)
7. Board meetings

The district recognizes there are other events and activities that serve a public purpose, such as increasing enrollment, student retention, and other forms of public service, wherein provision of food items is an appropriate and allowable expense. To that end, the purchase of food and beverages is allowed in support of the following types of functions, not exceeding \$10 per person, which includes all ancillary costs of the food (tax, tip, delivery, serving, and paper goods, etc.):

1. Mid-semester instructional departmental meetings\*
2. Advisory committee meetings
3. Service-learning student projects
4. Honors and enrichment seminars and events
5. Tutor training sessions
6. High school testing/early matriculation sessions
7. Flex workshops\*
8. Divisional meetings for the Instructional, Business Services, and Student Services divisions\*
9. CalWorks and CARE sessions
10. Art gallery openings
11. Building groundbreakings and dedications

*\* (limited to one meeting each in semester, formal agenda, and sign-in sheet)*

Other events that do not conform to the general guidelines and terms and conditions listed herein must be approved in advance by the Superintendent/President or Chief Financial Officer/Director of Business Services. Variances to the dollar-spending limits require the approval of the Superintendent/President.

#### G. Requests for Interpretation or Clarifications

Direct requests for clarification or interpretation to the Purchasing Department – In cases where a proposed expenditure appears to conflict with district policy and procedure, the question should be forwarded to the Chief Financial Officer/Director of Business Services, who will make the final administrative determination. The final administrative determination may be appealed to the Superintendent /President.

Reference: BP/AP #3550, #6330

Approvals:

Cabinet: March 31, 2011

## **AP 6333 District Credit Cards**

Reference:

**Education Code Section 81656;**

**Public Contract Code Sections 20650 – 20654**

The Superintendent/President or designee is authorized to issue and provide adequate controls related to District credit cards that are issued to District employees in the performance of their duties related to District business only.

Any issuance of District credit cards will require approval by the Superintendent/President and will be reported to the Board of Trustees. When there is any new issuances or cancellations of District credit cards a report will be provided to the Board of Trustees.

If it is determined that a District credit card is necessary to be distributed it will require the above mentioned approval. After the approval has been granted the District credit card will be issued in the employee's name. It is the responsibility of the employee to safeguard, monitor unauthorized use, report to the District, and report to the credit card vendor, regarding any issues which directly or indirectly affect the integrity and use of the credit card.

All supporting documentation with the appropriate approvals will be submitted to Purchasing monthly within the required time period which will result in timely payment of the incurred obligations related to District credit card purchases. Failure to provide the appropriate approvals and documentation will result in the District credit card being immediately cancelled.

It is the responsibility of the employee to acquire appropriate approvals by following the established purchasing procedures for requisitions, purchase orders, and properly documented payments. The users of District credit cards are required to follow the District purchasing, Education Code, and Public Contract Code in the procurement of goods and services strictly adhering to District policy and procedures. The credit cards are to be used as a form of payment only.

The District has the right to cancel a District credit card at any time and for any reason.

A terminating employee who has been issued a District credit card will be required to return the District credit card before leaving employment on their last day of work.

Reference: BP #6250, BP #6330, BP #6333, AP #6330

Approvals:

Cabinet: September 8, 2011

## **AP 6340 Bids and Contracts**

Reference:

**Education Code Section 81641 et seq.; Public Contracts Code Sections 20103.7, 20112, 20650 et seq., and 22000 et. seq.’ Labor Code Sections 1770 et. seq. Government Code Section 53060; ACCJC Accreditation Standard III.D.16; 2 Code of Federal Regulations Part 200.318**

### **Limits**

Bids or quotations shall be secured as may be necessary to obtain the lowest possible prices as follows:

- Purchase of goods or services up to the limits set out in the Public Contracts Code will require documented quotes.
- Purchase of goods or services in excess of the limits set out in the Public Contracts Code will require formal advertised bids.

In securing bids or quotations, the District will avoid acquisition of unnecessary or duplicative items. Contracts involving expenditures that require competitive bidding require approval by the Board of Trustees prior to award.

The bid minimums are annually readjusted by the Board of Governors as required by Public Contract Code Section 20651 subdivision (d) and can be found on the Chancellor’s Office website or by contacting the Feather River College Business Office.

### **Bid Specifications**

Bid specifications shall include a definite, complete statement of what is required and, insofar as practical, shall include pertinent details of size, composition, construction, and/or texture of what is specified, and minimum standards of efficiency, durability, and/or utility required of what is specified.

### **Notice Calling for Formal Advertised Bids**

The District shall publish at least once a week for two weeks in a newspaper of general circulation circulated within the District or if there is no such paper, then in some newspaper of general circulation, circulated in the county, and may post on the college’s web site or through an electronic portal, a notice calling for bids or proposals, stating the materials or supplies to be furnished and the time and place when bids will be opened. The District may accept a bid that was submitted either electronically or on paper.

Bid and contract forms shall be prepared and maintained by the Chief Financial Officer. All applicable statutory provisions and board policies shall be observed in preparation of the forms.

The Chief Financial Officer shall be responsible for ensuring that the bid specifications are sufficiently broad to encourage and promote open competitive bidding.

All bid notices for work to be done shall contain an affirmative statement requiring compliance with California Labor Code Sections 1775 and 1776 governing payment of prevailing wages and California Labor Code Section 1777.5 governing employment of apprentices. All bid submissions shall contain all documents necessary to assure compliance with these California Labor Code Sections. Failure to provide such documentation shall cause any such bid to be deemed incomplete.

When required or determined to be appropriate, bids shall be accompanied by a certified or cashier's check, or bid bond, in the amount specified in the bid form, as a guarantee that the bidder will enter into contract and furnish the required contract bonds. When no longer required for the protection of the District, any certified or cashier's check received shall be returned to the respective bidder.

The Chief Financial Officer shall make available to the prospective bidders bid forms with sets of specifications and drawings and shall provide a convenient place where bidders, subcontractors, and materiel personnel may examine the specifications and drawings.

A deposit for sets of plans and specifications may be required and may be refunded when such documents are returned.

### **Awarding of Bids and Contracts**

- Any and all bids and contract proposals may be rejected by the District.
- All bids shall be opened publicly and bidders shall be given the opportunity to make record of the bids received.
- Bid and contract award recommendations to the Board shall show a tabulation of the bids received in reasonable detail.
- Selection and Award to Lowest Responsible Bidder:
  - Bid and contract awards shall be made to the lowest responsible bidder substantially meeting the requirements of the specifications.
- Selection and Award Based on Best Value:
  - For the purposes of bid evaluation and selection when the District determines that it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the District may provide for the selection of the lowest responsible bidder on the basis of best value.
  - "Best value" means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the Board, achieved through methods in accordance with this section and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services.
  - The District will consider all of the following in a best value selection and award:
    - Price and service level proposals that reduce the District's overall operating costs, including end-of-life expenditures and impact.

- Equipment, services, supplies, and materials standards that support the District's strategic acquisition and management program direction.
  - A procedure for protest and resolution in the request for proposal
- The District may also consider any of the following in a best value selection and award:
  - The total cost of its purchase, use, and consumption of equipment, supplies, and materials.
  - The operational cost or benefit incurred by the District.
  - The added value to the District, as defined in the request for proposal, of vendor-added services.
  - The quality and effectiveness of equipment, supplies, materials, and services.
  - The reliability of delivery and installation schedules.
  - The terms and conditions of product warranties and vendor guarantees.
  - The financial stability of the vendor.
  - The vendor's quality assurance program.
  - The vendor's experience with the provisions of equipment, supplies, materials, and services within the institutional marketplace.
  - The consistency of the vendor's proposed equipment, supplies, materials, and services with the District's overall supplies and materials procurement program.
  - The economic benefits to the local community including, but not limited to, job creation and retention.
  - The environmental benefits to the local community.
- The District will award a contract to the lowest responsible bidder, whose proposal offers the best value to the District based solely on the criteria set forth in the request for proposal. The District shall document its determination in writing.
- The District shall issue a written notice of intent to award supporting its contract award and stating in detail the basis of the award. The notice of the intent to award and the contract file must be sufficient to satisfy an external audit.
- The District shall publicly announce its award, identifying the bidder to which the award is made, the price proposal of the contractor awarded the contract, and the overall combined rating on the request for proposal evaluation factors. The announcement shall also include the ranking of the contractor awarded the contract in relation to all other responsive bidders and their respective price proposals and summary of the rationale for the contract award.
- The District shall ensure that all businesses have a fair and equitable opportunity to compete for, and participate in, district contracts and shall



also ensure that discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, does not occur in the award and performance of contracts.

### **Purchase without Advertising for Bids**

The Chief Financial Officer is authorized to make purchases from firms holding county contracts without calling for bids where it appears advantageous to do so.

The Chief Financial Officer may, without advertising for bids within the same county, city, town or district, purchase or lease from other public agencies materials or services by authorization of contract or purchase order.

The Chief Financial Officer may make purchases through the State of California Cooperative Purchasing Program operated by the Department of General Services.

The Chief Financial Officer is authorized to make purchases with a value between \$5,000 and \$250,000 from a certified small business, microbusiness, or disabled veteran business enterprises.

### **Duration of Continuing Contracts for Services and Supplies**

Continuing contracts for work or services furnished to the District are not to exceed five years.

Contracts for materials and supplies are not to exceed three years.

### **Emergency Repair Contracts without Bid**

When emergency repairs or alterations are necessary to continue existing classes or to avoid danger of life or property, the Superintendent/President or Chief Financial Officer may enter into a contract on behalf of the District for labor, equipment, materials, and supplies without advertising for or inviting bids, subject to ratification by the Board.

### **Unlawful to Split Bids**

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the Public Contract Code requiring work to be done by contract after competitive bidding.

### **Record Retention**

The District will retain records sufficient to detail the history of procurement. These records include rationale for the method of procurement, selection of contract type, contractor selection, and rejection, and the basis for the contract price.

### **Contracts**

The District shall define "contract" to be a written agreement describing the mutual intent of the parties, the scope of work or product to be provided, the form and amount of

consideration, and the requirement of mutual signatory acceptance of the parties. In accordance with Education Code §81655, all contracts must be either approved or ratified by the Board of Trustees.

All contracts valued at more than the current Public Code bid level will be presented to the Board for prior approval. When bids are required, the Board shall award each such contract to the lowest responsive and responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or reject all bids.

No matter what the expected dollar value of a contract for legal or public auditing services, such a contract will be presented to the Board for prior approval, unless it is determined by the Superintendent/President and Chief Financial Officer, that time is of the essence, and that the District's best interests are best served by issuing a contract on an immediate basis. Any such contract issued under these circumstances shall be brought forward to the Board of Trustees for formal approval at the next board meeting.

Contracts valued at less than the current Public Code bid level specified in Public Contract Code §20651 et seq. may be presented to the Board for ratification rather than prior to execution of the agreement by the Superintendent/President or Chief Financial Officer. A summary list of contracts to be ratified shall be presented to the board as a consent item at each monthly business meeting. While a member of the Board may request a copy of any contract from the Superintendent/President, all contracts presented to the Board for ratification shall be deemed to be fully executed District commitments and may not be subsequently cancelled, withheld, or amended unless determined by the Chief Financial Officer, to be a legally unenforceable obligation.

Reference: BP #6340

Approvals:

Academic Senate: September 11, 2019

Classified Senate: June 20, 2019

Cabinet: October 3, 2019

## **AP 6350 Contracts – Construction**

Reference:

**Education Code Section 81800; Public Contracts Code Sections 20650 et seq., 22000 et seq.**

The Director of Facilities shall be responsible for the planning and programming of new construction, alterations and repairs of existing plants, and leasing of facilities that require state approval. This includes the planning and programming of college-initiated new construction, additions to existing plants, and major alterations and repairs of buildings and grounds.

The Director of Facilities shall be responsible for preparation of drawings and specifications for new buildings, leased facilities, additions, major alterations and improvements of buildings and grounds together with estimates of costs.

The preliminary drawings, which shall cover all proposed facilities together with construction cost estimates, shall be submitted to the Board for approval and authorization to proceed with the working drawings and specifications. Upon completion, the working drawings, specifications and revised cost estimates, if any, will be submitted for approval to the State Chancellor's Office and the State Department of General Services as required by statute in the name of the Board of Trustees.

The final working drawings and specifications, approved by the State Department of General Services and the State Chancellor's Office, together with revised estimates, if any, shall then be submitted to the Board of Trustees for adoption.

The letting of contracts for construction shall comply with procedures of the District regarding contracts that exceed the statutory minimums for competitive bidding.

Cross reference: #6340, 6350

Cabinet Approved: October 10, 2006

## **AP 6365 Contracts – Accessibility of Information Technology**

### References:

**Government Code Sections 7405 and 11135; Title 5 Sections 59300 et seq.; Section 508 of the Rehabilitation Act of 1973 (29 U.S. Code Section 794 subdivision d); 36 Code of Federal Regulations Parts 1194.1 et seq.**

Whenever the District enters into a contract for the purchase, development, procurement, maintenance, or use of any electronic or information technology, the vendor shall certify that it complies with the requirements of Section 508 of the Rehabilitation Act of 1973 and its related regulations. This requirement shall apply to software applications, operating systems, web-based intranet and internet information and applications, telecommunications products, video or multimedia products, self-contained closed products such as copiers, and desktop and portable computers.

Each contract with such a vendor shall contain the following provision:

"The vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Vendor agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Vendor further agrees to indemnify and hold harmless the Feather River Community College District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement."

### Approvals:

Academic Senate: April 8, 2020

Classified Senate: January 16, 2020

Cabinet: May 7, 2020

## **AP 6370 Contracts – Personal Services**

References:

**Education Code Section 88003.1; Government Code Section 53060; Labor Code Section 2775 et seq. and 3353; Public Contract Code Section 10335.5**

The District may enter into personal services contracts to achieve cost savings when each of the following conditions is met:

1. It can be clearly demonstrated that the proposed contract will result in actual overall cost savings to the District;
2. The contractor's wages are at the industry's level and do not undercut District pay rates;
3. The contract does not cause the displacement of district employees;
4. The savings are large enough to ensure that employees will not be eliminated by private sector and District cost fluctuations that could normally be expected during the contracting period;
5. The amount of savings clearly justifies the size and duration of the contracting agreement;
6. The contract is awarded through a publicized, competitive bidding process;
7. The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards;
8. The potential for future economic risk to the District from potential contractor rate increases is minimal;
9. The contract is with a firm; and
10. The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the District.

Personal service contracts are also permissible when any one of the following conditions is met:

- A. the contract is for new functions mandated or authorized by Legislature to be performed by independent contractors;
- B. the services are not available within the District or cannot be satisfactorily performed by district employees;
- C. the services are incidental to a purchase or lease contract;
- D. the policy, administrative, or legal goals and purposes of the District cannot be accomplished through the regular or ordinary hiring process;
- E. the work meets the criteria for emergency appointment;
- F. equipment, materials, facilities, or support services could not feasibly be provided by the District; or
- G. the services are of an urgent, temporary, or occasional nature.

**Professional Experts** – Contracts for the services of persons who qualify as professional experts may be let without competitive bidding. Professional experts are persons specially qualified to provide services and advise in financial, economic, accounting, engineering, legal or administrative matters. They must be specially trained, experienced and competent to perform the services required. Compensation for special services and advice from professional experts may be paid from available funds in the amounts deemed proper for the services rendered.

**Independent Contractors** – To be an independent contractor, substantial conformance with all the following conditions must exist:

- A. The contractor is free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact;
- B. The contractor performs work that is outside the usual course of the District's business; and
- C. The contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed

Contractors can't be fired so long as they produce a result that meets the contract specifications.

Contractors are responsible for the satisfactory completion of a job or they may be legally obligated to compensate the hiring firm for failure to complete.

**Consultants** – Consulting services contracts refer to all services that:

- 1. are of an advisory nature,
- 2. provide a recommended course of action or personal expertise,
- 3. have an end product which is basically a transmittal of information either written or verbal, and,
- 4. are obtained by awarding a procurement-type contract, a grant, or any other payment of funds for services of the above type.
- 5. The product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

Reference Updated: October 27, 2021

Approvals:

Academic Senate; February 10, 2021

Classified Senate: November 10, 2020

Cabinet: March 3, 2021

## **AP 6400 Financial Audits**

Reference: **Education Code Section 84040(b); 84040.5; and 81644; ACCJC; Title 5 Section 59102; Accreditation Standard III.D.7**

On or before April 1 of the fiscal year, the Board shall approve the selection of an auditor who shall be a certified public accountant licensed by the California State Board of Accountancy.

An auditing firm's contract shall be no longer than 5 years. The audit shall include all funds under the control or jurisdiction of the District.

The audit shall identify all expenditures by source of funds and shall contain:

- a statement that the audit was conducted pursuant to standards and procedures developed in accordance with Education code 84040.5 and
- a summary of audit exceptions and management recommendations.

Audit reports for the preceding fiscal year shall be presented to the Board of Trustees and submitted to the Chancellor's Office by December 31.

Reference Updated: July 3, 2018

Reference: BP #6400

Approvals:

Academic Senate: May 9, 2016

Classified Senate: April 18, 2016

Cabinet: September 2, 2016

## AP 6450 Wireless or Cellular Telephone Use

References:

**Vehicle Code Sections 12810.3, 23123, and 23124; 26 U.S. Code Sections 274(d)(4) and 280F(d)(4)**

The Superintendent/President shall determine if it is in the best interests of the District to provide a cellular or wireless telephone at District expense.

Cellular telephones provided by the District for compensatory reasons are classified by the Internal Revenue Service as a fringe benefit, the value of which must be included in an employee's gross income.

The value of a cellular telephone provided by the District primarily for non-compensatory business purposes is excludable from an employee's income. Employees will generally not be required to keep notes of business and personal use of District-issued cellular telephones when the telephones are issued for non-compensatory business reasons.

**NOTE:** *The value of the business use of a District-provided cellular telephone is excludable from an employee's income as a working condition fringe benefit to the extent that, if the employee paid for the use of the cellular telephone themselves, such payment would be allowable as a deduction under Income Tax Regulations Section 162 for the employee. A District will be considered to have provided an employee with a cellular telephone primarily for non-compensatory business purposes if there are substantial reasons relating to the District's business, other than providing compensation to the employee, for providing the employee with a cellular telephone. When a District provides an employee with a cellular telephone primarily for non-compensatory business reasons, the IRS will treat the employee's use of the cellular telephone for reasons related to the employer's trade or business as a working condition fringe benefit, the value of which is excludable from the employee's income and, will treat the value of any personal use of a cellular telephone provided by the employer primarily for non-compensatory business purposes as excludable from the employee's income as a de minimis fringe benefit.*

These rules do not apply to wireless or cellular telephones owned by employees. Any reimbursements to employees for use of their own wireless or cellular telephones may be excluded from wages if the employee accounts for the expense pursuant to the Internal Revenue Service accountable plan.

Motor vehicle drivers may not use wireless or cellular telephones while operating their vehicles without a hands-free listening device. Drivers may use a wireless or cellular telephone to contact a law enforcement agency or public safety entity for emergency purposes. Drivers of motor trucks or truck-tractors, farm vehicles, tow trucks, a listed or described implement of husbandry, or a commercial vehicle, used in commercial agricultural operations may use a digital two-way radio service that utilizes a wireless or cellular telephone.



There is no expectation of privacy in the use of a District-issued cellular telephone.

Reference: BP #6450

Approvals:

Academic Senate: April 11, 2018

Classified Senate: December 18, 2017

Cabinet: May 3, 2018

## **AP 6520 Security for District Property**

Reference:

### **Accreditation Standard III.B.1**

The Director of Facilities and the Director of Human Resources act as the college's "Chief of Police" or "Chief of Security" purposes pursuant to California Educational Code §72330. The Director of Facilities shall:

- Ensure safe lighting
- Ensure safe paths
- Ensure building security
- Ensure workable fire and intrusion alarms operation

It is the policy of Feather River College that individuals have primary responsibility for ensuring their own security and that of their personal effects. The college does not employ 24 hour per day security personnel. The Plumas County Sheriff is the local law enforcement agency, which responds to reports of campus crime. Criminal actions occurring on campus are to be reported immediately and directly to the Plumas County Sheriff's Office by dialing 9-911 . Recording, investigation and any subsequent action on reports of campus crime are handled as required by law by the local law enforcement agency. An immediate follow-up report by individuals of any criminal activity observed and/or reported to the Sheriff's Office should be made to the Director of Facilities (ext. 259) or the Campus Safety Officer (ext. 265) or by dialing the campus switchboard, extension 0.

The college may elect to pursue administrative and/or disciplinary action consistent with existing board policies against college personnel or students who have been convicted of crimes on campus. The Vice President of Student Services will coordinate and administer all situations that involve students. The Director of Human Resources will have those responsibilities when college personnel are involved.

Employees, students, and visitors are requested to lock windows and doors, desks, file cabinets, equipment, residence doors and windows, and vehicles. College maintenance personnel secure the campus at the end of each day or evening session. The campus facilities are protected by a 24-hour-a-day security alarm with automatic response, which notifies the law enforcement agency of intrusion. Students shall be informed of security responsibilities and procedures through orientation procedures and publication of information in the college catalog, the Student Handbook, college website and/or other publications as deemed appropriate.

Key control performs a significant role in the security of the college. The college Business Office issues keys for authorized purposes only upon written administrative authorization as evidenced by a completed "Key Authorization" form. Lost keys shall be immediately reported to the college Business Office. A charge shall be assessed for a lost key. A

charge of ten dollars (\$10) shall be assessed for a lost key. Keys may not be duplicated or loaned. Keys are to be returned to the college Business Office upon demand, when no longer needed or upon employment termination.

The Director of information Services directs the college's network and computer operations. The Director of Information Services will manage the security of these operations.

Approved: September 13, 2004

## **AP 6535 Use of District Equipment**

### References:

**Education Code Section 70902; ACCJC Accreditation Standards III.B.3 and IIIC.4**

### **Outside Agencies:**

The loan of District equipment shall be made to school districts, civic, governmental, or non-profit organizations only when such use does not interfere with the instructional or support service needs of the District. Such loan or use of equipment may be made only upon the prior written authorization of the department administrator in charge of the equipment and upon receipt by that administrator of a fully completed "Equipment on Loan Receipt" form.

### **Employees of the District:**

The use of District equipment for personal use by District employees is prohibited. The loan of District equipment shall be made to District employees only for the completion of District business. Each member of the District staff shall be responsible for equipment under their control. Loss of equipment and unauthorized removal of equipment should be reported immediately to the appropriate administrator.

Equipment that is lost or stolen may be replaced upon submission of a request through the appropriate administrative office. The request must include an explanation about the loss or theft of the equipment and a justification that replacement is essential to the activity served. Any individual who removes District owned property assumes liability for repair and/or replacement of such equipment in the event of damage or theft.

### **Students:**

The loan of instructional equipment to students may be made only upon the prior written authorization of the Dean of Instruction/CIO or designee and the receipt of a fully completed "Equipment on Loan" form in the Office of Instruction.

Reference: BP #6535

Approvals:

Academic Senate: November 21, 2016

Classified Senate: November 21, 2016

Cabinet: December 2, 2016

## **AP 6600 Capital Construction**

References:

**Education Code Sections 81005 and 81820; Title 5 Sections 57150 et seq.**

### **Capital Outlay Program – Comprehensive District Master Plan**

The Superintendent/President will ensure that the district has a comprehensive district master plan that includes a comprehensive facilities master plan. The comprehensive facilities master plan will normally be updated every five years, and its contents will include the following components:

- A. Preventive and scheduled maintenance for major facilities and infrastructure.
- B. New facilities.
- C. Major modernization and conversion projects.
- D. Technology.
- E. Roads and parking.
- F. Sustainability.
- G. Way finding.
- H. Design standards and guidelines.

### **Capital Outlay Program**

The Superintendent/President will annually report to the Board and to the California Community Colleges Chancellor's Office a five year capital outlay program. The program will consist of the plans of the District concerning its future academic and student service programs, and the effects of such programs on construction needs.

Specifically, the five year capital outlay program will include the following:

- A. Statement of educational plans
- B. Statement of energy plans
- C. Statement of disabled persons' barrier removal plan
- D. Location of program delivery
- E. Location of other owned lands
- F. District-wide priority lists
- G. District-wide capacity/load ratios
- H. District-wide supporting detail
- I. Review and Approval of Facilities Committee

## **Contracts**

Construction contracts will be let in accordance with AP 6350 titled Contracts – Construction and will comply with applicable laws relating to public works and district standards.

## **Conversion of Buildings**

State funds earmarked for capital outlay financing may be used to acquire an existing government-owned or privately-owned building and to pay the necessary costs of converting such a building to community college use if all of the following criteria apply:

- The building was constructed as, and continues to qualify as, a school building, as provided by Education Code Sections 81130 et seq., or the building is determined to have, or is rehabilitated to an extent that it is determined to have, a pupil safety performance standard that is equivalent to that of a building constructed pursuant to Education Code Sections 81130 et seq. The determination of the pupil safety performance standard must meet all of the requirements of Education Code Section 81149(a)(1)&(2).
- The total cost of purchasing and converting the existing building to community college use is not greater than the estimated cost of constructing an equivalent building.
- The land associated with the building will be owned by, or controlled through a long-term lease of at least 50 years by, the District.
- The District has complied with facility site review procedures and guideline recommendations of the California Postsecondary Education Commission and/or the California Community College Chancellor's Office pursuant to Education Code Section 66904.
- The funding for the purchase and conversion of an existing building does not supersede funding for facilities that have previously been prioritized by the Board of Governors and are awaiting state funding.

Reference: BP #6600

Approvals:

Cabinet: November 3, 2011

# AP 6620 Naming of Buildings and Facilities

The procedures to be followed when submitting a building or facilities naming request are as follows:

## 1. Naming in Recognition of Distinction or Financial Support

- A. Requests are to be submitted to the Superintendent/President who will bring the request to President's Cabinet for consideration by all campus constituent groups.
- B. If the request is in recognition of distinction, the person must have contributed extraordinary achievements to the district, achieved life accomplishments beyond their peers, or made a significant contribution to society in a manner related to the District.
- C. Recognition of financial support may also be awarded for substantial support to the district and/or college foundation. If naming is the result of financial support, the amount of support must be a strong consideration.
- D. If the request is to honor a living person, that person may not be an employee or trustee at the time of consideration.
- E. All requests will include the following:
  1. A rationale for requesting the naming of the building or facility. Such rationale must include evidence for a broad base of support for the naming of the building or facility.
  2. If appropriate, a biography of the person for whom the building or facility is to be named.
  3. Longevity with the district should not be a major factor in consideration for naming recognition.
- F. The Superintendent/President will review the recommendation from President's Cabinet and forward the recommendation, as appropriate, to the Board of Trustees.
- G. Once the Feather River College Board of Trustees has approved the naming of a building or facility, the signage for the building or facility will conform to the following campus guidelines:
  1. The signage will conform to other campus signage identifying buildings.
  2. A plaque approved by President's Cabinet may also be placed at an appropriate location on a building.

## 2. Functional Naming

For those facilities that are being named simply for their function (e.g. "Library", naming will occur after review by the Facilities Committee. Recommendations from the Facilities Committee will be forwarded by the Director of Facilities to the Superintendent/President who will make the final determination.

Naming procedures apply to entire buildings, locations (such as a patio area), or specific items (such as a welding laboratory).

Reference: BP #6620

Approvals:

Academic Senate: April 8, 2020

Classified Senate: December 18, 2019

Cabinet: May 7, 2020



# AP 6700 Civic Center and Other Facilities Use

Reference:

**Education Code Sections 82537, 82542; Public Resources Code Section 42648.3; Title 5 Sections 59601 et. seq. *Clark v. Community for Creative Non-Violence (1984)* 468 U.S. 288, 104 S. Ct.3065, 82 L.Ed.2d 221**

## General Provisions

District Facilities identified as Civic Centers or as designated public forums are available for community use when such use does not conflict with District programs and operations. Facility use shall be limited to places and times identified by the Director of Facilities/CTO, but shall be sufficiently frequent, and available on specific dates and time, so as to allow meaningful use by outside groups. Except as provided in these procedures, or as authorized by law, no organizations shall be denied the use of District facilities because of the content of the speech to be undertaken during the use.

The Director of Facilities/CTO is responsible for the coordination and implementation of these procedures. The Director of Facilities/CTO shall determine all applicable fees to be charged.

Outside the designated public forum areas, the following shall apply: All user groups shall be required to provide the District with a hold harmless and indemnification agreement acknowledging that they will be financially responsible for any losses, damages, or injuries incurred by any person as a result of their use of the facilities. All user groups shall also be required to provide a certificate of insurance with limits acceptable to the District and/or other proof of financial responsibility acceptable to the District.

## Civic Centers

Eligible persons or groups may use District buildings or grounds designated as the Civic Center for public, literary, scientific, recreational, or educational meetings, or for discussion of matters of general or public interest, subject to this procedure.

The groups identified in Education Code Section 82542(a) will be permitted, "when an alternative location is not available," as described in the statute, to use District facilities upon payment only of the following:

- the cost of opening and closing the facilities, if no District employees would otherwise be available to perform that function as part of their normal duties;
- the cost of a District employee's presence during the organization's use of the facilities it is determined that the supervision is needed, and if that employee would not otherwise be present as part of their normal duties;
- the cost of custodial services, if the services are necessary and would not have otherwise been performed as part of the custodian's normal duties; and
- the cost of utilities directly attributable to the organization's use of the facilities.

Except as provided herein, other groups shall be charged an amount not to exceed the direct costs of District facilities. Direct costs shall include costs of supplies, utilities, custodial services, services of any other District employees, and salaries paid District employees necessitated by the organization's use of District facilities. Additionally, except for classroom-based programs that operate after school hours and organizations retained by the college or District to provide instruction or instructional activities to students during school hours, direct costs shall also include the costs for maintenance, repair, restoration and refurbishment of college facilities and grounds used by the group.

The District shall maintain a fee schedule adopted by the Board that includes the hourly fee for each specific facility and grounds.

The following shall be charged fair rental value for the use of District facilities:

- Any church or religious organization for the conduct of religious services, which may be conducted for temporary periods where the church or organization has no suitable meeting place for the conduct of such services.
- Entertainment or meetings where admission fees are charged or contributions are solicited and the net receipts of the admissions fees or contributions are not expended for the welfare of the students of the District or for charitable purposes.

The American Red Cross or other public agencies may use District facilities, grounds and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare, and the District will cooperate with these agencies in furnishing and maintaining services deemed by the Board of Trustees to be necessary to meet the needs of the community.

Requests for use of District facilities and the District's Civic Center, including organized events or practices in the gymnasium and on athletic fields and courts, must be made at least 10 days in advance of the first use of being requested. Requests shall be made on forms provided by the District. Permission to use facilities may be denied by the Director of Facilities/CTO if requests are not made in a timely manner. Authorization to use the Civic Center shall be based on a reservation system and the priorities for student and other use is detailed at the end of this section.

*NOTE: This request requirement does not apply to groups intending to use available designed public forums for expressive activities. Rules applicable to those areas are described in the procedure for Speech: Time, Place, and Manner (AP 3900).*

Permission to use District facilities may include multiple dates but usage shall not be granted for a period to exceed one fiscal year. No person or organization may be granted a monopoly on any facility.

Overnight camping on District facilities, including in the designated public forum areas, is prohibited. No person or organization may use any District facility for living accommodations purposes such as sleeping activities, or making preparations to sleep

(including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or making any fire, or using any tents or other structure for sleeping, or doing any digging or earth breaking, or carrying on cooking activities.

All charges for use of District facilities are payable in advance unless permission has been granted by the administration for other payment timelines. Fees and/or Fair Rental rates are established annually by the Board of Trustees. These may be requested through the offices of the Director of Facilities or the Chief Financial Officer.

Any persons applying for use of District property on behalf of any groups, agencies, or organizations shall be a member of the user group. Persons signing applications of usage must have the authority to accept financial responsibility on behalf of the group, agency or organization in the case of loss or damage to District property.

The District may require security personnel as a condition of use whenever it is deemed to be in the District's best interests. The expenses for such personnel will be the responsibility of the user group, agency, or organization.

No person applying for use of District property shall be issued keys to District facilities except with written permission of the Director of Facilities/CTO. Additionally, except for classroom-based programs that operate after school hours and organizations retained by the college or District to provide instruction or instructional activities to students during school hours, direct costs shall also include the costs for maintenance, repair, restoration and refurbishment of college facilities and grounds used by the group.

Future facility requests may be denied on grounds including, but not limited to, abuse or misuse of District property and failure to pay promptly for any damage to District property.

No alcoholic beverages, intoxicants, or controlled substances *in any form* shall be brought onto the property of the District. Persons under the influences of alcohol, intoxicants, or controlled substances shall be denied participation in any activity.

No structures, electrical modifications or mechanical apparatus may be erected or installed on District property without specific written approval by the Director of Facilities/CTO.

All decorative materials, including but not limited to draperies, hangings, curtains, and drops shall be made or treated with flame-retardant processes approved by the State Fire Marshall.

### **Priority for the Use of District Facilities and Athletic Fields and Courts**

Priority for the use of District facilities, including athletic fields and courts will be as follows:

- Instructional use scheduled by the college for college courses or activities.

- Public agencies, including the American Red Cross, for mass care and welfare during disasters or other emergencies affecting the public health and welfare
- Feather River College student clubs and organizations.
- Fundraising entertainments or meetings where the admission fees charged or contributions solicited are expended for the welfare of the students enrolled at Feather River College.
- Parent-teachers' associations.
- School-community advisory committees or workgroups.
- Organized youth groups such as Camp Fire Girls, Boy Scouts, and Girl Scouts
- Non-emergency meetings of or training by public agencies organized for the protection of the general public and/or property such as the United States Forest Service, the California Department of Forestry, and law enforcement agencies.
- Non-collective organizations, clubs, or associations organized for cultural activities.

BP#: 6700

Approvals:

Academic Senate: December 14, 2016

Classified Senate: January 23, 2017

Cabinet: February 3, 2017

## **AP 6750     Parking**

### **Reference:**

*Education Code Section 76360; Vehicle Code Section 21113*

### Authority

The Director of Facilities, acting as an agent of the president of the college, shall establish and regulate administrative procedures regarding parking on campus as are necessary. The Facilities Committee shall serve as an advisory body to the District regarding traffic and parking issues.

### **General Conditions**

Exemptions to Certain Vehicles: The provisions of this code regulating to the operation, parking, and standing of vehicles shall not apply to any vehicle of the police, fire department of the state or county, public utility or private ambulance qualifying as an emergency vehicle responding to an emergency call. Feather River College vehicles shall be exempt when the operation of said vehicle is necessary to proper campus maintenance or emergency situations. The foregoing exemptions shall not protect the driver of any such vehicle from the consequence of his willful disregard for the safety of others.

In the absence of any special condition or regulation applicable to traffic, all provisions of the California State Vehicle Code relating to traffic upon the highways shall be applicable to the traffic upon the driveways, paths, or grounds of the campus.

Obedience to Official Traffic Control Devices: It shall be unlawful to fail to obey any sign or signal erected or maintained to indicate and carry out the provisions of the Code.

Maximum Speed on Campus: No person shall operate a motor vehicle within the campus in excess of fifteen (15) miles per hour, except where otherwise posted.

Citation # FRC-5.Bicycles, Motorcycles, Skateboards: Use of any non-district vehicles (including skateboards, hover boards, bicycles, motorcycles, etc., on campus pathways and walkways is prohibited.

Citation # FRC- 9.Misuse of Horn: No horn may be used on campus except in accordance with California Vehicle Section 27001.

Citation # FRC-10.Vehicle Public Disturbance: Vehicles may not be operated on campus in such a manner that their noise becomes a public disturbance.

Citation # FRC-11Off-Road Operation: All vehicles must remain on main roadways. No hill climbing or other off-road operation of a vehicle will be permitted.

### **Parking Regulations**

All regular users (students, full, and part time employees) of the parking facilities of Feather River College are required to pay a parking permit fee on a semester or annual basis. Fees shall be set by action of the Board of Trustees. The only individuals exempt from these fees are Board Members and members of the community serving on college advisory committees. Board members, volunteer employees and advisory committee members shall be issued one Long-Term Parking Permit. Short-term and extended-term visitor parking passes shall be exempt from parking permit fees. Students, the public, and visitors are prohibited from parking in restricted spaces designated for staff, handicapped persons, or other restricted designations. Permits for use of restricted parking are available for individuals meeting specific criteria. These special event parking passes are available to student and employees from the facilities office for their special event needs. These passes will spell out the location and the duration for which parking is available.

The District/College provides parking facilities for vehicles for the sole purpose of conducting college business. The District/College does not take custody of vehicles and only provides space.

The District/College does not sell parking spaces, only permits to park subject to availability of the spaces.

Faculty members are issued one parking pass for use in designated faculty parking areas and may park in the designated area at any time.

AB 503, which amended Vehicle Code Section 40220, requires Districts that issue parking citations to adopt a parking citation payment plan for individuals with multiple unpaid parking citations. The payment plan must be posted to the District's website. If a district that issues citations does not implement a parking citation payment plan by August 1, 2018, it must implement the parking citation payment plan in Vehicle Code Section 40220 subdivisions (a)(1)(A)-(C), and 40220 subdivision (c).

Feather River College does not report on-campus parking citations to the Department of Motor Vehicles. Payment plans for parking citations are available through Admissions and Records for students who are prevented from registering because of outstanding parking citation fees,

Responsibility of the Owner of Vehicle or Property: Parking of vehicles on District property is at the risk of the owner. No responsibility is assumed for fire, theft, damage, or loss to vehicles, their occupants or contents while on District/College property.

Citation # FRC-13. Valid Parking Permit: Student's and employee's vehicles parked on campus must display a valid Feather River College parking permit.

Citation # FRC-15. Reserved Parking Areas: It shall be unlawful for any person to drive or park a motor vehicle in a reserved parking area without a proper permit and authorization for the parking space.

Citation # FRC-16. Parking in Driveways and Service Drives: No person shall park and leave standing a motor vehicle in any driveway or service drive except for service or delivery as required for the college.

Citation # FRC-17. Parking Other Than in Designated Space: No person shall park a motor vehicle in an area other than a designated space.

Citation # FRC-18. Driving or Parking on Lawns, Pathways, Athletic Fields, and Landscaped Areas: No driving or parking is permitted on the sides of roads, walkways, paths, lawns, athletic fields, or other landscaped areas without specific authorization and written permit.

Citation # FRC-19. Parking Near Fire Hydrant: No person shall park a vehicle within 15 feet of a fire hydrant.

Citation # FRC-20. Double Parking: No person shall double park a vehicle except under medical emergency situations.

Citation # FRC-21. Disabled Parking: No person shall park in a designated handicap parking space other than disabled students, visitors, and employees with a valid disabled person parking placard issued by California Department of Motor Vehicles or a disabled parking permit issued by the Feather River College Facilities Office (placard or permit must be displayed).

Citation # FRC-22. Exceeding Campus Speed Limit (15): No person shall exceed the campus speed limit of 15 MPH.

**Parking of Vehicles on the Upper Campus** is permitted as follows:

Visitors or employees with parking permits issued by the District. Restrictions stated on permits must be obeyed (permit must be displayed).

Disabled students, visitors, and employees with a valid disabled-person parking placard issued by California Department of Motor Vehicles or a disabled parking permit issued by the Feather River College Facilities Office (placard or permit must be displayed).

Citation # FRC-23: Students and staff may park in available visitor parking for 15 minutes to check mail or drop off paperwork. Student may not park to attend class no matter what the expected length of the class is.

### **Curb Markings**

Citation # FRC-24. Red Curbs: Shall mean no stopping, standing, or parking at any time except as permitted by the Vehicle Code of the State, and except that a bus may stop in a red zone marked or signed as a bus zone.

Citation # FRC-25. Yellow Curbs: Shall mean no stopping, standing, or parking at any time between 7:00 a.m. and 10:00 p.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials. The loading or unloading of passengers shall not consume more than three (3) minutes nor the loading or unloading of materials more than twenty (20) minutes.

### **Enforcement of Vehicle Use and Parking Regulations**

Nothing herein provided shall be construed as exempting any person from operating vehicles in a manner prescribed by the California State Vehicle Code or the Ordinance of the County of Plumas while operating said vehicles on or about the campus of Feather River College.

A complete copy of this policy shall be made available in the Facilities Office, Safety Office, and Business Office for examination by all interested person, and a copy shall be posted on the FRC Safety Web Site.

Employees designated by the Director of Facilities are authorized to enforce Feather River College Parking and Traffic Code regulations as provided herein through such administrative procedures and penalties as may be established by the District. Designated employees are empowered to issue parking citations.

Citation # FRC-26: Obedience to Persons Authorized to Enforce: It shall be unlawful to willfully fail or refuse to comply with any lawful order of any law enforcement officer or Feather River College employees designated by the Director of Facilities as authorized to enforce these regulations.

Citation # FRC-27: Vandalism of School Property: No person shall, at any time, or for any reason, cause damage to or alter school property.

Citation # FRC-28: Overnight Parking/Camping: Vehicles parked or people camping on the campus between the hours of 10:30 p.m. and 5:00 a.m. are subject to citation and/or removal except as:

- Specifically authorized by the president of the college, Director of Facilities, or Safety Officer.
- Part of organized field trip or athletic outing.

Citation # FRC-29: Improper or Unlawful Use Of Parking Permit: No individual shall use or place on a vehicle a pass or permit that has been issued to another individual.

### **Distribution of Parking Permits/Pass**

The distribution of parking permits is under the authority of the Director of Facilities. Student's parking permits may be purchased during registration at Admissions and Records. The employees parking permits are purchased and received through the Business Office either through payment or optional payroll deduction. There may be a charge or deposit required for the use of a pass. The misuse of parking permits will result in loss of privilege. Charges for use of parking permits are as follows:



Faculty Parking Permit/Pass:

No charge for the first tag. The second (or more) is as listed in the fee schedule. It is the responsibility of the permit holder if permit is lost, stolen, or damaged.

Long-term Parking Permit/Pass:

No Charge.

Disabled Hanging Parking Permit: In order to obtain a disabled parking permit, the student or employee of the college must have a physician complete a Disability Parking Permit Verification Form obtainable from the doctor's office stating length of disability. The Disabled placard will be issued by the Department of Motor Vehicles.

Temporary Disability Parking Pass may be obtained through the Facilities Office. The injured individual must obtain an authorization from athletics trainer's office which must state the expected duration of injury. Passes may be issued up to 5 days.

**Reservations and Annulments**

The Feather River Community College District reserves the right to amend the parking regulations or restrictions at any time. Parking on the facilities is a privilege, not a right, and is subject to the rules and regulations as prescribed by District policies and procedures.

**Definitions**

The words and phrases used in this Code shall have the meanings ascribed to them in this section. Whenever any words or phrases used in this Code are not defined herein, but are now or hereafter defined in the California State Vehicle Code, such definitions are incorporated herein and shall be deemed to apply to this policy.

Visitor: Any person who is on the campus and who is not a Board Member, student, or employee of the College or the District.

Visitor's Vehicle: Any vehicle driven by a visitor.

Visitor's Parking: Visitors may park in:

- Any unrestricted parking space used for parking on college campus.
- Visitor restricted areas with a temporary parking pass provided to visitors by the Business Office authorizing visitors to park in visitor restricted areas. The temporary pass must be visible through the front window of the visitor's vehicle

Service Drive: Designed driveways or space adjacent to a curb reserved for the exclusive use of vehicles while being used for service or maintenance for college purposes.

## Schedule of Fees (Parking and Related Issues)

|  |                      |
|--|----------------------|
| 5FRC MOTORCYCLE, MOTOR BIKE, BICYCLE PARKED IN RESTRICTED AREA | \$50.00              |
| 13FRC VALID PARKING PERMIT NOT DISPLAYED                       | \$50.00              |
| 15FRC RESERVED PARKING ONLY                                    | \$50.00              |
| 16FRC MOTOR VEHICLE PARKED IN DRIVEWAY OR SERVICE DRIVE        | \$50.00              |
| 17FRC PARKING OTHER THAN IN DESIGNATED SPACE                   | \$50.00              |
| 18FRC MOTOR VEHICLE PARKED ON LAWN OR ATHLETIC FIELDS          | \$50.00              |
| 19FRC PARKING WITHIN 15 FEET OF A FIRE HYDRANT                 | \$50.00              |
| 20FRC DOUBLE PARKING   | \$50.00              |
| 21FRC PARKING IN HANDICAPPED AREA                              | \$275.00             |
| 22FRC EXCEEDING CAMPUS SPEED LIMIT (15)                        | \$50.00              |
| 23FRC PARKING OVERTIME   | \$50.00              |
| 24FRC PARKING IN RED ZONE                                      | \$50.00              |
| 25FRC PARKING IN YELLOW ZONE                                   | \$50.00              |
| 27FRC VANDALISM OF SCHOOL PROPERTY                             | \$50.00              |
| 28FRC UNAUTHORIZED OVERNIGHT PARKING                           | \$50.00<br>+ Damages |
| 29FRC IMPROPER OR UNLAWFUL USE OF PARKING PERMIT               | \$50.00              |

\* Fines for Parking Violations shall be paid in Admissions & Records.

Reference: BP #6750

Approvals:

Facilities Committee: October 25, 2023

Academic Senate: October 12, 2022

Classified Senate: None

Cabinet: November 13, 2023

## **AP 6751 Animals on Campus**

Reference:

**Plumas County Code Section 6-1.114**

### **Authority**

The Director of Facilities, acting as an agent of the president of the college shall establish and regulate administrative procedures regarding animals on campus as are necessary for the orderly operation of the College.

### **Policies**

It is prohibited for any person to permit any pet or animal which is owned, harbored, or controlled by such person to be on the premises of the Feather River College campus, unless the animal is a guide dog for the blind, or a service dog in the company of its owner, or unless the animal is participating in a college approved instructional activity with permission from the Dean of Instruction/CIO and Director of Facilities.

Horses are not allowed on lawns or athletic fields unless the horse is participating in a college approved instructional activity with permission from the Director of Facilities.

Damage caused by unauthorized activity of an animal on Feather River College is the responsibility of the rider or individual in control of the animal.

### **Enforcement**

Nothing herein provided shall be construed as exempting any person from complying in a manner prescribed by the California State Code or the Ordinance of the County of Plumas while on or about the campus of Feather River College.

Employees designated by the Director of Facilities are authorized to enforce Feather River College Code regulations as provided herein through such administrative procedures and penalties as may be established by the District. Designated employees are empowered to issue citations.

It shall be unlawful to willfully fail or refuse to comply with any lawful order of any law enforcement officer or Feather River College employees designated by the Director of Facilities as authorized by to enforce these regulations.

The Feather River Community College District reserves the right to amend the animal regulations or restrictions at any time.

### **SCHEDULE OF FEES**

6FRC No Dogs or Other Animals, Excluding Horses on Campus      \$ 25.00+ Damages

7FRC No Horses on Lawn or Athletic Fields  
Damages

\$ 25.00 +

Approvals  
Cabinet: October 9, 2007

# AP 6800 Occupational Safety

References:

**Cal/OSHA; Labor Code Sections 6300 et seq.; Title 8 Section 3203; Code of Civil Procedure Section 527.8; Penal Code Section 273.6**

**Definitions** – Prevention activities increase awareness and minimize the potential for crisis in the workplace. Training is essential for all staff to learn how to recognize early warning signs, so that appropriate intervention can be provided for identified areas of conflict in the workplace.

Crisis or conflict constitutes any inappropriate or unreasonable disruption that interferes with the normal functioning of your work.

Acts of violence include any physical action, whether intentional or reckless, that harms or threatens the safety of self, another individual or property.

A threat of violence includes any behavior that by its very nature could be interpreted by a reasonable person as intent to cause physical harm to self, another individual or property.

Workplace includes off-campus locations as well as college-sponsored activities where faculty, staff, or student employees are engaged in college business or locations where incidents occur as a result of the person's relationship to the college community.

**Emergencies** – Any employee shall immediately report any situation that threatens life or property and demands an immediate response of police, fire, or medical personnel by first dialing 911 and then notifying law enforcement.

**Equipment and Sanitation** – Should the duties of an employee require the use of equipment to ensure the safety of the employee, the District shall furnish such equipment. Complaints related to health safety, sanitation and working conditions shall be forwarded to Director of Facilities/CTO or Director of Human Resources/EEO for review and recommendation.

**Crisis and Conflict Intervention** – Any employee experiencing an unsafe work condition should immediately contact their supervisor or the Director of Facilities/CTO. The supervisor shall immediately notify the Director of Facilities/CTO or Director of Human Resources/EEO about any acts or threats of violence. The employee will be provided consultation regarding resources available to resolve the unsafe work condition.

It is the responsibility of all employees to immediately report threats, acts of violence or any other behavior which deliberately hurts or harms another person at the college to their immediate supervisor and local law enforcement. Such reports will be promptly and thoroughly investigated.

**Student Incident Team** – The Student Incident Team is established to review, discuss, and if necessary take action on potential threats to students, employees, or the general public at the college.

The team will coordinate available resources to provide intervention, consultation or referral, which may include arranging for counselors to work with victims and/or others. Membership includes the Chief Student Services Officer (CSSO) Chair, Director of Human Resources/EEO, Director of Facilities/CTO, Mental Health and Wellness Counselor, Head Coach/Residence Hall Manager, Director of Athletic Operations and Events, Director of Disability Support Program for Students (DSPPS), and local law enforcement.

Reference: IIPP, BP #6800

Approvals:

Academic Senate: May 10, 2017

Classified Senate: May 21, 2018

Cabinet: September 6, 2018

## **AP 6850 Hazardous Materials**

References:

**29 U.S. Code Section 651; Title 8 Sections 340 et seq.**

The District must post at least one CAL/OSHA Notice in each location where business is conducted in a conspicuous place where notices to employees are customarily posted.

Where employers are engaged in activities that are physically dispersed such as construction or transportation, the notice required shall be posted at each location to which employees report each day.

Where employees do not usually work at, or report to, a single location the notice or notices shall be posted at the location or locations from which the employees operate to carry out their activities.

Each employer shall take steps to insure that such notices are not altered, defaced, or covered by other material.

The notice shall inform employees that employers who use any substance listed as a hazardous substance by Cal/OSHA regulations must provide employees with information on the contents of Material Safety Data Sheets (MSDS) or equivalent information about the substance which trains employees to use the substance safely.

The notice must also state that the employer is required to make available on a timely and reasonable basis a MSDS on each hazardous substance in the workplace upon request of an employee, collective bargaining representative, or an employee's physician.

The notice must also state that employees have the right to see and copy the medical record and other records of employee exposure to potentially toxic materials or harmful physical agents.

If the District is required to conduct tests or to engage in monitoring or measuring to determine employee exposure to hazards by specific standards it shall notify the affected employee or employees or their representative, prior to commencement of the date, time and place of the testing, monitoring, or measuring of employee exposure.

The District must provide the employee or employees, or their representatives with the opportunity to observe the testing, sampling, monitoring or measuring undertaken pursuant to such standards.

Whenever any employee has been or is being exposed to toxic materials or harmful physical agents in concentrations or at levels exceeding those prescribed by applicable standard, order, or special order, the District must promptly notify any employee so

affected in writing of the fact that the employee has been exposed, and of the corrective action being taken.

Approvals:

Academic Senate: December 12, 2018

Classified Senate: December 20, 2018

Cabinet: February 7, 2019



## **AP 6910 Housing**

References:

**Education Code Section 76010; Health and Safety Code Section 53580 et seq.**

The Superintendent/President must verify the need for housing and financing assistance and must monitor the project on an annual basis to ensure it meets all regulatory requirements.

Students, faculty, or staff must have the right of first refusal to all available units.

At least 50 percent of student residents must meet the criteria for need-based financial assistance, as determined by the Director of Financial Aid. The District will give preference for residence at District-provided housing to current and formerly homeless students, and current and former foster youth as determined by law.

All contractors must comply with the applicable provisions of California Public Contract Code.

The project will normally be located within a five-mile radius of the campus or satellite center. Considerations for the location of the housing project will include, but not be limited to, proximity to the campus, normal commute time to campus, and community and retail services. The District may locate the project outside the five mile radius if in the judgment of the Superintendent/President such a location is justified and in the best interest of the District and its students.

The District will ensure that it and its housing operator, if any, complies with state and federal laws regarding equal access to housing.

Reference Updated: October 17, 2023

Reference: BP #6910

Approvals:

Academic Senate: February 8, 2023

Classified Senate: None

Cabinet: April 5, 2023

# **AP 6950 Drug and Alcohol Testing**

(US Department of Transportation)

Reference:

## **49 CFR Part 40**

The District must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the District must comply with the regulations of the Federal Highway Administration (FHWA) and, if applicable, the Federal Transit Administration (FTA). Adoption of a policy and/or procedure is one of the District's obligations under the regulations.

This procedure sets forth the rights and obligations of covered employees. Employees who are covered by these requirements should familiarize themselves with the provisions of this procedure. Employees shall refer any questions regarding their rights and obligations under this procedure to the Human Resource Director.

## **ALCOHOL AND CONTROLLED SUBSTANCES TESTING**

Federal law prohibits alcohol misuse and use of controlled substances that could affect the performance of a safety-sensitive function by employees. This policy implements the requirements of Federal law.

Section 5 of the Omnibus Transportation Employee Testing Act addresses requirements specific to employers who own or lease commercial motor vehicles (CMVs) or assign persons to operate such vehicles. 49 U.S.C. 2717. This section amends the Commercial Motor Vehicle Safety Act of 1986 (CMVSA). Public Law 99-570, 100 Stat. 3207-170 (codified at 49 U.S.C. app. 2701-2718). The CMVSA established the requirements for the Commercial Driver's License (CDL).

The Omnibus Act requires the Secretary to issue regulations requiring employers to conduct pre-employment, reasonable suspicion, random and post-accident testing of drivers for the use, in violation of law or Federal regulation, of alcohol or controlled substances.

In addition, this rule is issued under the general safety regulatory authority of the Department of Transportation (DOT) and the Federal Highway Administration (FHWA). See 49 U.S.C. 3102 and app. 2505; 49 CFR 382.100 et seq.

The FHWA has had a policy of zero tolerance for alcohol use by CMV drivers since the early 1940's. The safety of the traveling public is paramount. An employee who has either recently consumed an alcoholic beverage or who has any detected presence of alcohol may not be on duty until the alcohol has dissipated from the person's system.

In addition, section 382.505 provides that drivers are prohibited from driving for 24 hours, when they are discovered through testing under Part 382 to have an alcohol concentration

of 0.02 or greater, but less than 0.04. Results below 0.02 through testing under this part are considered "negative."

The 24 hours out-of-service period is required by the CMVSA to be imposed on drivers discovered by law enforcement officials to have violated the proscriptions in 392.5, including any measured concentration of alcohol. It is designed to ensure that the employee is provided enough time to become alcohol free prior to driving a CMV again.

The rules for alcohol and controlled substances testing extends coverage to both inter and intrastate truck and motor coach operations (including those operated by Federal, State and local government agencies, church and civic organizations, Indian tribes, farmers, custom harvesters, for-hire and private companies) as required by the Omnibus Act.

The FHWA's rule focuses on function rather than a defined job or position. An individual's job may encompass several different functions, some of which are not safety-sensitive. Since alcohol is a legal substance, alcohol use is relevant only to the extent its use coincides with performance of a safety-related function

**SCOPE:**

This policy shall be applicable only to those employees of The Employer who hold a commercial driver's license which is necessary to perform job related duties such as operating a commercial motor vehicle.

**Employee Information:**

The DOT regulation requires that the Employer shall distribute this policy to every covered employee, on an individual basis, prior to the start of alcohol and controlled substances testing. The Employer shall also distribute this policy to every covered employee hired after the adoption of the policy, and to every covered employee transferred into a position requiring driving a commercial vehicle. The DOT regulation requires that the employees will be required to sign a statement acknowledging receipt of the policy.

**Contact Person:**

The Drug/Alcohol Program Administrator is the Director of Human Resources

The Program Manager is the Campus Safety Officer.

Additional Contact individual is the Human Resource Specialist.

**Records Retention:**

The Employer shall retain all records in accordance with applicable Federal law, as set forth in Appendix A.

**Confidentiality:**

It is imperative that strict confidentiality of all drug and alcohol testing records be maintained. These records should not be kept with other personnel records for an

employee because they may be accessible to people not involved in the anti-drug plan. The release of an individual's drug or alcohol test results, or any information about an employee's rehabilitation program is permitted only with the specific, written consent of the employee.

### **Drug Free Workplace:**

**To further the concept of a drug-free workplace, and to help insure a safe working environment for its employees, the employer has implemented the Drug-Free Workplace Act of 1988 in Policy 7.5.13, which is intended to cover all employees and is in addition to this Drug and Alcohol Policy.**

### **DEFINITIONS:**

**Accident** is an incident involving a commercial motor vehicle if the incident involved the loss of human life; or the driver receives a citation arising from the incident and an individual suffers a bodily injury and immediately receives medical treatment away from the scene (e.g. taken to the hospital by ambulance), or a vehicle is required to be towed from the scene.

**Alcohol** is the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol use** is the consumption of any beverage, mixture, or preparation, including any medication (prescribed or over-the-counter, intentional or unintentional), containing alcohol.

**Breath alcohol technician (BAT)** is an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

**Commercial motor vehicle** is a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle

1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.
2. Has a gross vehicle weight rating of 26,001 or more pounds.
3. Is designed to transport 16 or more passengers, including the driver.
4. Is of any size and is used in the transportation of hazardous materials requiring placards.

**Confirmation test**, for alcohol testing, is a second test that provides quantitative data of alcohol concentration following a screening test with a result of 0.02 grams or greater of alcohol per 210 liters of breath. For controlled substances testing, it is a second analytical procedure to identify the presence of a specific drug or metabolite which is independent

of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy.

**Controlled Substance**, for the purpose of this program is marijuana, cocaine, amphetamines, opiates, or Phencyclidine (PCP).

**Covered employee** is an employee subject to the requirements of applicable Federal law, and this policy. The company is the employer.

**Driver** is any person who operates a commercial motor vehicle. For the purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle.

**Employer** is any person (including the United States, a State, the District of Columbia or a political subdivision of a State) who owns or leases a commercial motor vehicle or assigns persons to operate such a vehicle, including agents, officers, and representatives of the employer.

**Evidential breath testing device (EBT)** is a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

**Medical review officer (MRO)** is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with their medical history and any other relevant biomedical information.

**On-duty time**, as that phrase is defined by Federal regulations and this policy, means all of the time from the time a covered employee begins to work. is required to be in readiness to work, until the time he or she is relieved for work and all responsibility for performing work.

**Performing (a safety-sensitive function)** is any period in which the driver is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

**Refusal to submit (to an alcohol or controlled substance test)** is when a driver (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of the requirement of breath testing, (2), fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

**Safety-sensitive function**, for purposes of this policy, shall mean any of the functions defined in Title 49 of the Code of Federal Regulations. More specifically, safety-sensitive

functions include all functions performed by a covered employee during on-duty time and include:

- a) All time at a carrier or shipper plant, terminal, facility, or other property waiting to be dispatched, unless the driver has been relieved from duty by the employer.
- b) All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSR's) or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- c) All time spent at the driving controls of a commercial motor vehicle.
- d) All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth).
- e) All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- f) All time spent performing the driver requirements associated with an accident.
- g) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- h) All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the testing requirements.

**Screening test (a.k.a. initial test)** in alcohol testing is an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in their system. In controlled substance testing, it is an immunoassay screen to eliminate *negative* urine specimens from further consideration.

**Substance abuse professional** is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

## **Prohibited Substances**

### **Illegally Used Controlled Substances or Drugs:**

- Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11

through 1300.15. This includes, but is not limited to: amphetamines, marijuana, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

### **Legal Drugs:**

- The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates the mental functioning, motor skills, or judgment may be adversely affected should be reported to supervisory personnel and medical advice should be sought, as appropriate, before performing work-related duties.

### **Employer Policy:**

- The Department of Transportation mandates that the use of beverages containing alcohol or substances including any medication such that alcohol is present in the body while performing FHWA covered business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an Evidential Breath Testing device (EBT).
- No covered employee shall perform safety-sensitive functions within four hours after using alcohol.
- No covered employee shall report for duty, or remain on duty requiring the performance of safety-sensitive functions, while having an alcohol concentration of 0.04 or greater.
- No covered employee shall remain on duty, or operate a commercial motor vehicle, while that employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
- No covered employee shall use alcohol during on-duty time.
- No covered employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident and until he or she undergoes a post-accident alcohol test.
- No covered employee shall refuse to submit to any test or procedure required by law or this policy.
- No covered employee shall report for duty, or remain on duty requiring the performance of safety-sensitive functions, when the covered employee uses or possesses any controlled substances, except when the use or possession is pursuant to the instructions

of a physician who has advised the employee in writing that the substances do not adversely affect the employee's ability to safely operate a commercial vehicle.

- No covered employee found to have an alcohol concentration of .02 or greater but less than .04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- The Employer reserves the right to impose appropriate disciplinary action if and when an employee produces a test result indicating an alcohol concentration equal to or greater than 0.02 or if that employee produces a controlled substances test with a verified positive result, or if the employee refuses to submit to a test required by this policy.
- The Employer reserves the right not to employ any applicant who produces a test result indicating an alcohol concentration equal to or greater than 0.02, or who produces a test result indicating a controlled substances test with a verified positive result, or who refuses to submit to a pre-employment test.
- A covered employee, as a result of a required drug test, found to be using a controlled substance shall be removed from their safety-sensitive functions.
- Refusal or inability to comply with any required drug test will result in the employee being removed from their safety-sensitive functions.
- Consultants, contractors, and vendors who violate this provision may have their business relationship terminated.
- An employee that tests positive may request, in writing, a test of the split sample. The employee will be required to pay for the cost of the retest.
- No covered employee shall return to duty or remain on duty to perform safety-sensitive functions if the covered employee has engaged in conduct prohibited by this Policy, unless the covered employee successfully fulfills the conditions set forth in this Policy.
- Any covered employee tested under this Policy who is found to have an alcohol concentration equal to or greater than 0.04, or who tests positive on a verified controlled substances test, shall not continue to perform safety-sensitive functions for the Employer. In this situation, the covered employee shall not resume the performance of safety-sensitive functions until the employee produces a Return-to-Duty test with a result indicating an alcohol concentration of less than 0.02, and/or a result indicating a negative result for controlled substances use.
- Any covered employee discovered to have engaged in prohibited conduct shall be evaluated by a Substance Abuse Professional (SAP) to determine what, if any, assistance the employee needs in resolving problems associated with alcohol misuse and controlled



substances use. The SAP shall be a person who is qualified for that position in accordance with applicable Federal requirements.

- If, after an evaluation, an employee is diagnosed as needing assistance and directed to an assistance program, that employee may not return to a safety sensitive function unless the SAP determines that the employee has properly followed any rehabilitation program prescribed and shall be subject to follow-up testing.
- Upon completion of the rehabilitation program, the employee upon returning to duty, shall agree to all stipulations made by the Substance Abuse Professional, shall sign a last chance agreement with the company, and shall be responsible for all costs of their rehabilitation. This is to include the return interview with the SAP, the return-to-duty tests, and the cost of any and all follow-up drug and alcohol testing.
- Every covered employee who has engaged in prohibited conduct shall be advised of the resources available to that employee in evaluating and resolving problems associated with the misuse of alcohol and controlled substances.
- These requirements, relating to mandatory referral and evaluation, do not apply to applicants who have a pre-employment alcohol test with a result indicating an alcohol concentration of .04 or greater, or a controlled substances test with a verified positive result. Such employees are not eligible for employment under The Employer policy.
- The choice of the substance abuse professional who shall conduct the evaluation is reserved to the Employer.

### **Testing Procedures:**

All tests conducted pursuant to this policy shall comply with the requirements of applicable Federal law (See Appendix B).

### **Pre-Employment Testing:**

In order to give employers flexibility, this section allows an employer to forgo administration of a pre-employment test if the driver has had an alcohol test conducted under any DOT agency's alcohol misuse rule following part 40 procedures with a result less than 0.04 within the previous six months and the employer ensures that no prior employer of whom the employer has knowledge has records showing a violation of these rules within the previous six months. Generally, this means that when checking prior employers to obtain test results within the past six months, the new employer must also determine that the prior employers have no records of a violation of an OA alcohol misuse rule within 6 months. The new employer wishing to avail itself of this exception must check all known prior employers within the last six months.

The exception for pre-employment drug testing is narrower. In addition to the above criteria, there are participation requirements, which are carried over from the current rule,

§391.103(d). In order to avail itself of either exception, an employer must obtain the information listed in paragraph (d).

In the current testing program, the FHWA expects employers to conduct pre-employment testing of drivers each time a driver returns to work after a lay-off period when the driver does not continue to be subject to random drug testing or has been employed by another entity. However, if a driver is laid off, but continues to be subject to random drug testing and is not employed by another entity, a pre-employment test is not required under this section.

The following examples describe situations in which an employer must perform pre-employment tests.

1. A new employer just started operating CMVs in commerce. All drivers that would be hired to drive CMVs subject to this rule will fall under the pre-employment testing requirements.
2. Employer A hires Employer B. The pre-employment testing requirements would not be applicable to Employer A, because the individual's employment status has not been interrupted.
3. All scenarios in which an employer name changes occur, the pre-employment requirements would not apply.
4. An employer is organized in divisions and subsidiaries. In any case where a driver would be transferred from one division to another, the pre-employment requirements would not apply. Under this scenario the employer is one corporate entity. The situation where a driver transfers from one wholly owned subsidiary to another, a pre-employment test would be needed, because each subsidiary is considered a separate corporate entity.
5. A driver usually drives vehicles for which a CDL is not required to operate, but then is required to obtain a CDL and drive CMVs for the same employer. A pre-employment test would be required because the driver will be subject to part 382.
6. Any time a driver is hired and has not been part of a drug program that complies with the FHWA regulations for the previous 30 days, a pre-employment drug test is required.

When any pre-employment test is required, an employer must actually test the individual or meet all of the respective requirements for pre-employment exceptions for alcohol or controlled substances.

### **Post-Accident Testing:**

As soon as practicable following an accident involving a commercial motor vehicle, the Employer shall test the following individuals for alcohol and controlled substances: (1) any covered employee who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life, and/or (2) any covered employee

Who receives a citation under state or local law for a moving violation arising from the accident.

For the purposes of this policy, an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

### **Random Testing:**

1. The Employer shall randomly select covered employees for alcohol and controlled substances testing during each calendar year, in accordance with applicable Federal law. The minimum annual percentage rate for random alcohol testing shall be twenty-five percent of the average number of covered employees, until further notification is received from the Federal Department of Transportation. The minimum annual percentage rate for controlled substances testing shall be fifty percent of the average number of covered employees, until further notification is received from the Federal Department of Transportation.
2. The selection of covered employees for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, every covered employee shall have an equal chance of being tested each time selections are made.
3. The Employer shall ensure that the random tests are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year. Every covered employee who is notified of selection for random testing shall cease to perform safety-sensitive functions and shall immediately proceed to the test site.
4. A covered employee shall be subject to random testing at the following times: while the covered employee is performing safety-sensitive functions, just before the covered employee is performing safety-sensitive functions, or just after the covered employee has ceased performing such functions.
5. Substitute employees, if they are also covered employees, are subject to random testing.
6. In the event a covered employee who is selected for a random test is on vacation or off duty, the Employer can either select another driver for testing or keep the original selection confidential until the driver returns.

### **Reasonable Suspicion Testing:**

1. The Employer shall require a covered employee to submit to an alcohol or controlled substances test, as appropriate, when the Employer has reasonable suspicion to believe that the employee has engaged in prohibited conduct.

2. The Employer's determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.
3. Reasonable suspicion testing is permitted only if the required observations are made during, just preceding, or just after the period of the workday that the covered employee is performing a safety-sensitive function or required to be in compliance.
4. The observation and determination that a reasonable suspicion exists will be made by a supervisor trained in detecting the symptoms of alcohol misuse and use of controlled substances as per the regulations. The training shall consist of at least sixty minutes of training on alcohol misuse and at least an additional sixty minutes of training on controlled substances use.

In the FHWA rule, only one supervisor is required to make the reasonable suspicion determination. That supervisor may not, however, conduct the alcohol test on the driver. Documentation of the grounds for reasonable suspicion to require a controlled substances test must be made and signed by the supervisor within 24 hours of the observed behavior or before the results of the test are released, whichever is later.

#### **Return-to-Duty and Follow-Up Tests:**

1. Before a driver returns to duty requiring the performance of a safety-sensitive function, after engaging in prohibited conduct they shall undergo a return-to-duty alcohol test with a result less than .02 and/or a controlled substances test with a verified negative result. In addition, to a return-to-duty test, the employee is also subject to follow-up testing.
2. In the event a return-to-duty test is required, the driver must also be evaluated by a substance abuse professional and participate in any assistance program prescribed.
3. Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall be subject to unannounced follow-up alcohol and/or controlled substance testing. The testing shall consist of a minimum of six follow-up tests within the first twelve months. The SAP may determine after twelve months that additional testing is necessary. Follow-up testing shall not exceed sixty months following the employee's return to duty.

Approvals:  
Cabinet: December 11, 2007

**Appendix A:**

**ALCOHOL AND DRUG TESTING REGULATIONS  
FOR COMMERCIAL MOTOR VEHICLE DRIVERS**

**Retention of Records:**

This section explains which controlled substance and alcohol test records must be completed and maintained, where they must be maintained and for how long. All records shall be maintained in a secure location with controlled access.

**Required period of retention:**

| <b><u>Document To Be Maintained</u></b>  | <b><u>Period Required to Be Maintained</u></b> |
|--|--|
| Alcohol test results indicating a breath alcohol concentration of 0.02 or greater  | 5 Years  |
| Verified positive controlled substance test results  | 5 Years  |
| Refusals to submit to required alcohol or controlled substance tests   | 5 Years  |
| Required calibration of Evidential Breath Testing Devices (EBT's)  | 5 Years  |
| Substance Abuse Professional's (SAP's) evaluations and referrals   | 5 Years  |
| Annual calendar year summary   | 5 Years  |
| Records related to the collection process (except calibration) and required training   | 2 Years  |
| Negative and canceled controlled substance test results<br>Alcohol test results indicating a breath alcohol concentration less than 0.02 | 1 Year   |

## **Examples of records required to be maintained:**

### (1) Records related to the collection process:

- ⇒ Collection logbooks (if used)
- ⇒ Documents related to the random selection process
- ⇒ Calibration documentation for EBT's
- ⇒ Documentation of Breath Alcohol Technician (BAT) training
- ⇒ Documentation of reasoning for reasonable suspicion testing
- ⇒ Documentation of reasoning for post-accident testing
- ⇒ Documents verifying a medical explanation for the inability to provide adequate breath or urine for testing
- ⇒ Consolidated annual calendar year summaries

### (2) Records related to the driver's test results:

- ⇒ Employer's copy of the alcohol test form, including results
- ⇒ Employer's copy of the drug test chain of custody and control form
- ⇒ Documents sent to the employer by the Medical Review Officer
- ⇒ Documentation of any driver's refusal to submit to a required alcohol or controlled substance test
- ⇒ Documents provided by a driver to dispute results of test

### **(3) Documentation of any other violation of controlled substance use or alcohol misuse rules**

### (4) Records related to evaluations and training:

- ⇒ Records pertaining to substance abuse professional's (SAP's) determination of driver's need for assistance
- ⇒ Records concerning a driver's compliance with SAP's recommendations

### (5) Records related to education and training:

- ⇒ Materials on drug and alcohol awareness, including a copy of the employer's policy on drug use and alcohol misuse
- ⇒ Documentation of compliance with requirement to provide drivers with educational material, including driver's signed receipt of materials
- ⇒ Documentation of supervisor training
- ⇒ Certification that training conducted under this rule complies with all requirements of the rule

### (6) Records related to drug testing:

- ⇒ Agreements with collection site facilities, laboratories, MROs, and consortia
- ⇒ Names and positions of officials and their role in the employer's alcohol and controlled substance testing program
- ⇒ Monthly statistical summaries of urinalysis (40.29(g)(6))
- ⇒ The employer's drug testing policy and procedures

**Location of records:**

All required records shall be maintained in a secure location with limited access. Records shall be made available for inspection at the employer's principal place of business within two business days after a request has been made by an authorized representative of the Federal Highway Administration.

For example: Specific records may be maintained on computer or at a regional or terminal office, provided the records can be made available upon request from FHWA within two working days.

## **Appendix B:**

### **ALCOHOL AND CONTROLLED SUBSTANCES TESTING PROCEDURES AND POLICY**

#### **Introduction:**

The Employer shall implement and enforce the procedures for transportation workplace testing as set forth in 49 CFR Part 40. These procedures include, but are not limited to the following information. In all cases, the requirements of 49 CFR Part 40 shall be followed.

#### **Controlled Substances Testing: Applicable Drugs:**

1. Employees subject to controlled substances testing shall be tested for the following substances:

Marijuana  
Cocaine  
Opiates  
Amphetamines  
Phencyclidine (PCP)

2. Although the specimen will not be analyzed specifically for adulterants, the lab may conduct adulteration checks (PH, specific gravity or creatinine). The test may be canceled if adulterants are detected. The lab is permitted to check for adulterants as per Federal Department of Transportation (DOT) guidelines,

#### **Specimen Collection Procedures:**

1. The collection shall take place in a secure location to prevent unauthorized access during the collection process.
2. The specimen shall be kept in sight of the employee and the collection site person until it is sealed and ready for shipment.
3. Employees shall have individual privacy when providing a specimen except when:
  - a) The employee presents a specimen that is outside the accepted temperature range and they refuse to have an oral body temperature measurement, or the body temperature measurement varies more than 10 C OR 1.8<sup>0</sup> F from the specimen temperature.
  - b) The collector observes the employee attempting to adulterate or substitute the specimen.
  - c) The employee's last provided specimen was determined to be diluted.
  - d) The employee has previously had a verified positive test.



In a. and b. above, the employee must provide a specimen under direct observation. In c. and d. above, the employer may require a direct observation collection.

4. The following specific procedures will be followed during the collection process:
  - a) The employee must submit identification to the collector. The collection shall not proceed until a positive identification is made.
  - b) The employee will not be required to undress, or to change into an examination gown. Only outer garments should be removed, i.e., jackets.
  - c) The donor shall be required to wash their hands prior to urination, and shall not have access to any water sources until the specimen has been collected.
  - d) A bluing agent shall be added to the toilet bowl and the donor may flush the toilet only after releasing the specimen to the collector.
  - e) The specimen must be at least 45 ml to be acceptable.
  - f) The collector must measure the specimen temperature within four minutes of urination to determine sample acceptability.
5. If the donor cannot provide a sufficient volume of urine, they shall remain at the collection site and be provided not more than twenty-four ounces of fluids to drink. The donor shall have a period of up to two hours to produce an acceptable sample. If the donor is unable to produce a sample without a valid medical reason The Employer may consider the circumstance to be a refusal to test.
6. The specimen shall be divided into two parts. The collector shall pour 30 ml of urine from the specimen bottle into a second specimen bottle, to be used as the primary specimen. The remainder of the urine, at least 15 ml, shall be poured into another container to be used as the split sample.
7. Both samples shall be shipped in a single shipping container with the appropriate chain of custody forms.
8. The collector and donor must be present together to complete the following process:
  - a. Seal and label the specimen bottle.
  - b. Donor initials the bottle label or seal.
  - c. The chain of custody forms must be signed and dated.
9. If an employee refuses to cooperate with the collection process the collector shall notify the employer representative and note the non-cooperation on the custody and control form.

### **Split Sample**

1. If the test result of the primary specimen is positive, the Medical Review Officer shall contact the employee and attempt to determine if there is a legal reason for the drug being in the employee's system.

2. After the MRO notifies the employee of a positive result for the presence of a drug(s) in the primary sample, the employee has up to seventy-two hours to request analysis of the split sample.
3. The split sample analysis will be conducted by a DHHS-certified laboratory who will analyze the sample for presence of the drug(s) for which a positive result was obtained in the primary sample.
4. If the result of the test of the split sample fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test and report the cancellation to The Employer.
5. All costs associated with the analysis of the split sample shall be the responsibility of the employee.

**Inability to provide an adequate urine sample:**

If the individual is unable to provide such a quantity of urine, the collection site person shall instruct the individual to drink not more than 24 ounces of fluids and, after a period of up to two hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the employer so notified. The MRO shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to test. (In pre-employment testing, if the employer does not wish to hire the individual, the MRO is not required to make such a referral.) Upon completion of the examination, the MRO shall report their conclusions to the employer in writing.

**Alcohol Testing:  
Testing Procedures**

1. The test shall take place in a secure location that affords visual and aural privacy to prevent unauthorized persons from seeing or hearing test results.
2. When an employee enters the testing location, the BAT will require him/her to provide positive identification. The test shall not proceed until positive identification of the employee is made.
3. An individually-sealed mouthpiece shall be opened in view of the employee and then attached to the testing unit.
4. The employee shall be required to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained.

5. The employee shall be shown the result both on the testing unit and the recording form. The employee shall verify both results are the same. If a result printed by the testing unit does not match the displayed result, the BAT shall declare the test invalid.
6. If the result of the screening test is less than 0.02 breath alcohol concentration no other testing will be conducted.
7. If the result of the screening test reflects an alcohol concentration of 0.02 or greater, a confirmation test shall be performed.
8. Prior to conducting the confirmation test the employee may not eat, drink, or place anything in their mouth. If possible, the employee should not belch during the waiting period. The confirmation test shall be conducted no less than fifteen minutes and no more than twenty minutes from the screening test.
9. The fifteen minutes waiting period is provided for the employee's benefit. This time period allows for the dissipation of any mouth alcohol, thereby helping to prevent an artificially high reading.
10. In the event the screening and the confirmation test results do not match, the confirmation results will be considered the final results.
11. If the employee refuses to sign the breath alcohol testing form or fails to provide an adequate amount of breath without a valid medical reason, The Employer may determine the circumstance to be a refusal to test.

**Inability to Provide Adequate Breath:**

1. If the employee fails to provide an adequate amount of breath they shall provide The Employer with an evaluation from a licensed physician, who is acceptable to The Employer, concerning the employee's medical ability to provide adequate breath.
2. If the physician determines there is a valid medical reason precluding the employee from providing adequate breath then the employee's failure shall not be deemed a refusal to test.
3. If the physician is unable to determine a valid medical reason, the employee's failure to provide adequate breath shall be considered a refusal to test.

**Appendix C:  
Employee Assistance Information:**

The Employer supports and encourages education for employees in an effort to heighten their awareness of the effects and consequences of drug abuse on personal health and safety, and on the work environment. Information on the manifestation and behavioral cues that may indicate drug abuse has been provided in an Employer Procedures Manual. An emphasis on this and several other topics including how to determine if an employee needs reasonable cause testing will be provided specific supervisors.

**The Following Phone Numbers May be used to Obtain More Information and assistance with Drug and Alcohol Problems:**

- Plumas County Alcohol & Drug Dept.: 530-283-6316, 530-832-5594
- Alcoholic Anonymous: 530-283-9516
- Alcohol and Drug Abuse Hot Line: 800-252-6465
- Calif. Dept. of Alcohol & Drugs Programs: 1-800-879-2772
- National Council on Alcoholism 800-NCA-CALL
- National Cocaine Hot Line: 800-262-2463
- Al-Anon: 800-344-2666
- National Clearinghouse for Alcohol and Drug Information: 800-729-6686
- National Institute of Drug Abuse/Drug and Treatment Info: 800-662-4357

**If you need help with an alcohol or drug abuse problem:**

Refer to the above Employee Assistance Information; contact your medical benefits coordinator, or the Director of Human Resources, as appropriate.

**Appendix D:  
Effects of Drugs & Alcohol:  
Marijuana:**

Marijuana is the common term used to describe the cannabis plant. Marijuana (also called pot, grass or dope) is usually smoked. Marijuana is both a narcotic and a hallucinogen. It produces increased heart rates, blood pressure, blood shot eyes, dilated pupils and dry mouth. Marijuana impairs the short term memory and the sense of time. It can reduce motor skills, coordination, reaction time and concentration.

**Cocaine:**

Is a stimulant and can be taken through the nose in powder form, injected as a liquid or free-based. Cocaine is also found in a crystal form known as crack cocaine. Crack cocaine is an addictive narcotic which can also produce hallucinogenic effects with long-term use. It causes increased heart rates, blood pressure, respiration, dilation of the pupils, and result in anxiety, restlessness, irritability and sleeplessness.

**Opiates:**

Opiates include narcotics such as opium, heroin, morphine and codeine. They appear as solids, pastes, powders, liquids, and can be smoked, ingested, or injected. Opiates are depressants and relaxants. Opiate users can become lethargic, becoming drowsy or going to sleep. Opiates are highly addictive and dangerous drugs. Some physical signs can be runny eyes and noses, nausea, and fainting.

**Phencyclidine:**

Often called PCP or "angel dust" is a hallucinogenic. It is synthetically made and comes as a powder, tablet or capsule that can be ingested or smoked. The effects of the use of PCP include increased heart rates, blood pressure, dizziness, numbness, and disorientation, slows reflex and body movements, and can impair vision and speech.

**Amphetamines:**

Also known as methamphetamines are stimulants which can be ingested as tablets or capsules. They are also found in powder form that can be sniffed or injected as a mixed liquid. Some signs are elevated heart rates, blood pressure, respiratory rates, and dilated pupils, sweating (with pungent odor, sleeplessness, mood swings, talkativeness and anxiety.

*Metabolites from drug use can be found in urine for varying lengths of time after being used. Generally speaking, except for marijuana, which collects in fatty tissues, the above drugs stay in the body up to approximately one week.*

**Alcohol:**

Alcohol is a central nervous system depressant. Taken in large quantities it causes not only the euphoria associated with "being drunk" but also adversely affects your judgment, your ability to think, and your motor functions. Drink enough alcohol fast enough and it can kill you.

Long term overuse of alcohol can cause liver damage, heart problems, sexual dysfunction, and other serious medical problems. In some cases, alcohol use can lead to physical and psychological dependence on alcohol. Alcoholism is a serious chronic disease. Left untreated it will inevitably get worse.

**Appendix E:  
EMPLOYEE AGREEMENT**

I, the undersigned, certify that I have read and understand The Employer policy on alcohol and drug abuse and have received Driver's In-Service Training.

I agree to submit to all required drug testing under the federal anti-drug program. I further agree to comply with all Employer, local, state, and federal regulations regarding drugs in the workplace.

Failure to comply with The Employer' anti-drug program and policy, having a positive test result on any required test, or refusal to take a required test will result in my removal from safety sensitive functions and may result in appropriate discipline up to and including termination of my employment or my application for employment.

\_\_\_\_\_  
Employee's Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Print Name

Approvals:  
Cabinet: December 11, 2007

## CHAPTER 7

### Human Resources

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## **AP 7110 Delegation of Authority, Human Resources**

Reference:

**Education Code Section 70902(d); ACCJC Accreditation Standard III.A.11**

The Chief Human Resources Officer is delegated responsibility from the Superintendent /President to recommend employment, develop job responsibilities, and perform other personnel actions provided that all federal and state law and regulations, Board Policies and Administrative Procedures are followed.

Title and Reference Updated: January 21, 2016

Approvals:

Cabinet: January 15, 2008

## **AP 7120 Recruitment and Hiring**

Reference:

**Education Code Sections 70902(d), 87100 et seq.; Title 5, Section 53000, et seq.; Accreditation Standard III.1.A**

In establishing its hiring policies and procedures, the College commits itself, foremost, to hiring the best qualified applicants. The goal of each hiring procedure is a contribution to the overall goal of institutional excellence. A primary goal of the institution is to provide students with outstanding teachers and support staff.

We seek this goal of excellence while adhering fully to a commitment to institutional diversity.

It is the intent of the College to meet the search objectives by ensuring that a fair and comprehensive search will be conducted; and that the search will be in compliance with Equal Employment Opportunity laws and regulations. An efficient and effective process will result in qualified candidates for a position.

The College will ensure an unbiased search process through the use of the Disclosure and Confidentiality Statements (See Appendix A). At the conclusion of the search process, the committee chair will complete the Selection/Hiring Process Documentation packet (See Appendix B).

For further detail on recruitment and hiring, please refer to the following procedures:

- AP 7121 Faculty Hiring Procedures
- AP 7122 Adjunct Faculty: Recruitment and Screening
- AP 7123 Classified and Confidential Hiring Procedures
- AP 7124 Administrative and Management Hiring Procedures

Board Policy: #7120

Approvals:

Academic Senate: February 13, 2014

Classified Senate: May 14, 2012

Cabinet: September 4, 2014

APPENDIX A

***DISCLOSURE***  
**&**  
**CONFIDENTIALITY**  
**STATEMENTS**



## **PROCEDURES FOR USE OF THE CONFIDENTIALITY/EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

- A. The College's Director HR/EEO will provide all members of the Search Committee with the Confidentiality/Equal Employment Opportunity Statement at the committee's first meeting.
- B. All members of the committee must complete a statement at the first meeting and return the form to the Director HR/EEO.
- C. The Director HR/EEO, in consultation with the Recommending Administrator, will assess the discloser statements to ensure that the committee's composition is, to the extent possible, free from implied bias. Any disagreements between the Director HR/EEO and the Hiring Authority will be referred to the college's Superintendent/President for final determination. The committee's composition may be altered to remove the appearance of implied bias. Replacements will be appointed by the appropriate senates, Superintendent/President, and Recommending Administrator.
- D. All members of the committee must participate in the Selection/Hiring Committee training and take the mandatory quiz.
- E. After these processes are complete, the committee will begin its meeting.

**SEARCH COMMITTEE  
CONFIDENTIALITY AND EQUAL EMPLOYMENT OPPORTUNITY  
STATEMENT**

As a member of the selection/interviewing process for the FEATHR RIVER COMMUNITY COLLEGE DISTRICT, I am acting as an agent of the District and I understand that I am participating in a confidential process. All of my actions related to this process are subject to the laws and regulations relating to equal and fair employment practices. Failure to maintain confidentiality could result in violation of Federal or State regulations and incur liability on behalf of the District.

Specifically, I agree not to release information to any non-authorized person regarding:

1. Written materials turned in by the applicants or evaluations made by the committee AND
2. Oral discussions by or about applicants or committee members during or following the selection process AND
3. Any other information that relates to the selection process.

I understand that I may be held personally responsible for any unauthorized disclosure of information. If I am asked questions about the process, I will refer them to the Director, Human Resources/Equal Opportunity Officer.

I agree to comply with Equal Employment Opportunity policies and procedures assuring compliance with the selection process. I understand that the faculty and staff diversity/equal employment opportunity representative may stop the paper screening or interviewing process at any time based on alleged discrimination against one or more candidates, or if deviation from District employment procedures has occurred.

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Committee Member Name (print)

---

Committee Member Title (print)

---

Signature of Committee Member                      Date

---

Position being screened

**FEATHER RIVER COMMUNITY COLLEGE DISTRICT  
EQUAL EMPLOYMENT OPPORTUNITY  
DISCLOSURE STATEMENT**

Date\_\_\_\_\_

Committee Member's Name:\_\_\_\_\_

Search Committee for:\_\_\_\_\_

Title of Position



The following information is required of each member of the Committee. Please complete after review of the applicant pool. If a relationship with more than one applicant exists, please use additional forms.

1. Do you know any of the applicants for this position?

yes       no

If "no" , sign and return form to Committee Chair.

If "yes", complete remaining items, sign and return to Committee Chair.

2. Name of applicant \_\_\_\_\_

3. What is the length of your acquaintance?\_\_\_\_\_

3. Check the areas which best indicate the nature of your relationship with the applicant(s)

- A.  Close or intimate friends.
- B  Familial relationships
- C.  Private Business relations (Non-FRC)
- D.  Casual relationships only (explain)
- E.  Other (explain)

Explanation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

In most cases, relationship as described in cases A, B and C will not permit the committee member to participate in the interviewing and ranking of candidates. A

relationship as described in case D may allow continued and full participation in the search process.

Due to the limited number of faculty and staff available to serve on committees, if a relationship exists between a committee member and a respective candidate that is deemed close, (close or intimate friends, familial relationships, private business relations) that committee member shall remain a non-voting member of the committee and shall not vote or participate in discussions on the candidacy of any applicants. Once the candidates to be interviewed are determined, if a close relationship still exists, then the committee member shall resign from the committee and will be replaced in the regular way by the committee appointment process. If not, the committee member may resume full participation on the committee. In the event that a committee member, for the purposes of technical expertise, must remain on the committee, that person shall remain as a non-voting member of the committee only through the interviews and shall not score the candidate or vote. In that event, an additional faculty, staff or student member shall be added to the committee to maintain the same faculty, staff or student representation.

**FOR DIRECTOR HR/EEO AND RECOMMENDING ADMINISTRATOR USE ONLY**  
**IMPLIED BIAS ASSESSMENT**

Acceptable

Unacceptable (explain)

---

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Committee member risks charge of implied bias (but remains in non-voting status, for the technical expertise)

To resign from committee if candidate with the close relationship is selected for interview

\_\_\_\_\_  
Signature Director HR/EEO

\_\_\_\_\_  
Signature Recommending Administrator

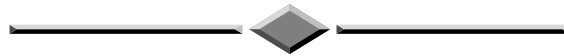
**Signature required only if referred for final determination:**

\_\_\_\_\_  
Signature Superintendent/President



**APPENDIX B**

**HIRING PROCESS**  
**DOCUMENTATION**



# FEATHER RIVER COMMUNITY COLLEGE DISTRICT

## HIRING PROCESS DOCUMENTATION

### FORMS:

- Report to the Recommending Administrator**
- Search Committee Composition Form*
- Stage I Summary of Applicant Screening Form*
- Stage II Summary of Applicant Screening Form*  
*Interview Rating Form*
- Interview Rating Form*
- Recommended Candidate Approval Form*
- Application Packages of Recommended Candidates*
  - Recommending Administrator Letter of Recommendation to the Superintendent/ President of Candidate Selected Form*
  - Personnel Action Form*

# REPORT TO THE RECOMMENDING ADMINISTRATOR

1. Position: \_\_\_\_\_

2. Classification: \_\_\_\_\_

3. Salary(range/step or column/step): \_\_\_\_\_

4. Department: \_\_\_\_\_

5. Recommending Administrator \_\_\_\_\_

6. Department Administrator \_\_\_\_\_

7. No. of applications received: \_\_\_\_\_

8. No. of Male: \_\_\_\_\_

9. No. of Female: \_\_\_\_\_

10. No. of in County applications received: \_\_\_\_\_

11. No. of in College applications received: \_\_\_\_\_

12. No. of Interview candidates: \_\_\_\_\_

13. No. of Male: \_\_\_\_\_

14. No. of Female: \_\_\_\_\_

15. No. of in County Interview candidates: \_\_\_\_\_

16. When Does employment start? \_\_\_\_\_

17. List recommended candidates (Alphabetical Order)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Recommended by:

Search Committee Chair: \_\_\_\_\_

Recommending Administrator: \_\_\_\_\_

Superintendent/President \_\_\_\_\_

Dir. HR/EEO Approval \_\_\_\_\_

Date

*NOTE: Offer Letter and Board of Trustee action is the final approval for a recommended candidate.*

# SEARCH COMMITTEE COMPOSITION FORM

1. Position: \_\_\_\_\_
2. Department: \_\_\_\_\_
3. Recommending Administrator: \_\_\_\_\_

## GUIDELINES:

- The Committee must reflect a gender and racial balance.
- The Committee must be approved by the Recommending Administrator and the Director of HR/EEO.
- After Committee composition has been approved, the Committee Chair is to arrange for the Committee to meet with the Director of HR/EEO for briefing.

## COMMITTEE COMPOSITION:

| NAME | DEPARTMENT | GENDER | ETHNICITY |
|------|------------|--------|-----------|
|      |            |        |           |
|      |            |        |           |
|      |            |        |           |
|      |            |        |           |
|      |            |        |           |
|      |            |        |           |
|      |            |        |           |
|      |            |        |           |
|      |            |        |           |

Submitted by: \_\_\_\_\_ Date \_\_\_\_\_

Recommending Administrator \_\_\_\_\_ Date \_\_\_\_\_

Dir. HR/EEO Approval \_\_\_\_\_ Date \_\_\_\_\_





# INTERVIEW RATING FORM

(Make additional copies of form as needed)

1. Position: \_\_\_\_\_

2. Person completing report: \_\_\_\_\_

| SCALE          |           |
|----------------|-----------|
| Outstanding    | 10 points |
| Above Average  | 8 points  |
| Average        | 6 points  |
| Deficient      | 4 points  |
| Not Acceptable | 2 points  |

*(This form will give an overview of the Committees assessment of answers to questions asked during the interview.)*

|                   | CANDIDATE NAME | CANDIDATE NAME | CANDIDATE NAME | CANDIDATE NAME | CANDIDATE NAME |
|-------------------|----------------|----------------|----------------|----------------|----------------|
| <b>QUESTION #</b> |                |                |                |                |                |
| 1.                |                |                |                |                |                |
| 2.                |                |                |                |                |                |
| 3.                |                |                |                |                |                |
| 4.                |                |                |                |                |                |
| 5.                |                |                |                |                |                |
| 6.                |                |                |                |                |                |
| 7.                |                |                |                |                |                |
| 8.                |                |                |                |                |                |
| 9.                |                |                |                |                |                |
| 10.               |                |                |                |                |                |
| 11.               |                |                |                |                |                |
| 12.               |                |                |                |                |                |
| 13.               |                |                |                |                |                |
| 14.               |                |                |                |                |                |
| 15.               |                |                |                |                |                |

Dir. HR/EEO Approval \_\_\_\_\_

Date \_\_\_\_\_

# RECOMMENDED CANDIDATE APPROVAL FORM

Recommended  
Candidate: \_\_\_\_\_

Position: \_\_\_\_\_

1. What are the strengths this candidate would bring to the college in this position?

2. What are the weaknesses this candidate would bring to the position?

\_\_\_\_\_  
Committee Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dir. HR/EEO

\_\_\_\_\_  
Date



**APPLICATION PACKAGES OF RECOMMENDED  
CANDIDATES WOULD BE PLACED HERE**

**RECOMMENDING ADMINISTRATOR  
LETTER OF RECOMMENDATION  
TO THE SUPERINTENDENT/PRESIDENT  
OF CANDIDATE SELECTED**

(Attach this form to letter)

# **AP 7121 Faculty Recruitment, Screening & Hiring**

## **Reference:**

**Education Code Sections 87100 et seq.; 87356; 87360;87400; 88003;  
Accreditation Standard III.A; Title 5 Section 53001**

## **A. Introduction**

The Feather River Community College District seeks a qualified, diverse faculty dedicated to student success and shared governance. The District is committed to an open and inclusive hiring process that supports the goals of diversity and equal opportunity providing equal consideration and opportunities for all qualified candidates.

## **B. Establishment of the Faculty Position**

Faculty positions are identified through collegial consultation and utilizing the college's planning documents (e.g., Education and Strategic Plans). Full-time, tenure-track faculty hiring requests begin within the appropriate division, which creates a prioritized list that is brought to the Council on Instruction (COI) for discussion. After further discussion and data analysis in COI, the Dean of Instruction/CIO (CIO) will forward a recommendation to the Academic Senate for discussion and a vote. The approved recommendation from the Academic Senate will be forwarded to the Superintendent/President. Approval from the Board of Trustees will authorize the final decision to implement a faculty hire.

## **C. Development of Job Description**

The job description shall be developed by the Division or Department Chair, the faculty representative from the field or closely related field, the COI in consultation with the CIO, the Academic Senate, and the Superintendent/President.

Using the current template, the job description shall reflect the specific requirements of the faculty position and any other pertinent information (e.g., salary schedule, minimum qualifications). Any and all subsequent modifications shall be reflected in the job description.

In the case of non-teaching faculty, the supervisor, either the CIO, or Chief Student Services Officer (CSSO) shall agree with the Academic Senate President and two faculty members whose assignments are most closely related to the position on the job description. The Academic Senate will approve the job description. The Director of Human Resources/Equal Employment Office (HR/EEO) and the respective recommending administrator, the CIO/CSSO, will reach agreement on the final job description.

The job description shall include the following:

- The major duties and responsibilities of the position as specified in the approved District job description as well as any other pertinent materials deemed necessary.
- A statement in accordance with Education Code Section 87360 that requires that all applicants be sensitive to, and have an understanding of, the diverse academic, socio-economic, religious, cultural, disability, sexual orientation, and ethnic backgrounds of community college students and staff. Educational qualifications for the position, which shall include minimum qualifications for service as required by Educational Code Section 87356 and any additional desirable qualifications that are job related and support the responsibilities of the position. Desirable qualifications reflect education, experience, and occupational qualifications that would enhance the applicant's ability to meet the unique requirements (e.g. documentation of required licenses, certificates).
- Provisions for presentation of qualifications that are equivalent to the minimum qualifications as referenced in the Minimum Qualifications Handbook from the Chancellor's Office.
- Legal qualifiers established by the Human Resources Office to comply with federal, state and District regulations.

#### **D. Advertisement of Faculty position**

The positions must be advertised on a national basis and will include publications such as the Chronicle of Higher Education and other specific publications as applicable, as well as the college's website. Positions may be advertised on a local, regional, or state basis. Statewide publication shall include the Registry and/or the Chancellor's Office job listings.

In order to allow appropriate distribution and circulation of advertised positions and to enhance the pool of applicants, there shall be a published minimum duration of 15 working days in the advertisement and other distributed materials to the final acceptance date of applications/resumes.

#### **E. Formation and Composition of the Search Committee**

Faculty members of the search committee will be selected democratically under the leadership of the Academic Senate and the Academic Senate President. The search committee shall be chaired by the Division Chair, or if a conflict arises, by the Academic Senate President, or designee. The search committee shall include the CIO as a non-voting member, four (4) additional faculty, one (1) classified, and one (1) student as a non-voting member. The CIO will act as the recommending administrator. In the case of a non-teaching faculty not under the supervision of the CIO, the CSSO will be a non-voting member and will act as the recommending administrator. In either case, the committee composition will be referred to the Academic Senate for ratification. Special circumstances may warrant the inclusion of additional non-voting members who may contribute discipline expertise, or may enhance the diversity of the committee.

As required by Equal Employment Opportunity laws and regulations, the Equal Employment Opportunity Representative will work with the search committee as a technical advisor and be a non-voting member during the search process

To reduce the potential of implied bias, the members of a search committee will be such that individuals selected shall not have a close relationship (close or intimate friends, familial relationships, private business relations) with any applicant (see Appendix A). The CIO/CSSO shall accept the names of the committee members unless, due to rare and exceptional circumstances where, in the judgment of the Dir. HR/EEO and the CIO/CSSO, the committee composition leaves itself open to a charge of an implied bias. In such a case, the CIO/CSSO will communicate with the chair of the committee and the Academic Senate President about taking appropriate action to remove bias. Any changes in the committee composition shall be documented by the Dir HR/EEO and the committee chairperson.

Disclosure statements must be submitted to the Dir. HR/EEO after the committee members have completed their initial review of the names of applicants applying for the position. All phases of the hiring procedure are confidential, and each hiring committee member shall accept the responsibility for maintaining confidentiality. After Disclosure Statements have been reviewed and signed by the Dir. HR/EEO, the recommending administrator will also review and sign Disclosure Statements.

## **F. Responsibilities of the Search Committee**

The committee shall meet with the Dir. HR/EEO to review applicable federal, state, and local statutes, as well as relevant guidelines and policies of the College. The committee chair shall use the "Search Process Handbook" for assistance with adhering to the hiring policy and procedures. The Human Resources Office must be included in all committee correspondences.

As determined by the Dir. HR/EEO and in consultation with the committee chair, the search committee members shall participate in all applicable aspects of the process, including, but not limited to the following:

- Training in the District's hiring procedures and equal opportunity employment objectives;
- Determining timelines and schedules for meetings, screening applicants and conducting interviews;
- Developing interview questions and corresponding expected responses;
- Determining the subject matter and format of the teaching demonstration and writing exercise or any other performance indicators;
- Interviewing candidates;
- Evaluating and rating of candidates;
- Recommending final candidates.

All interview questions and solicited responses expected from candidates shall be submitted to the Dir. HR/EEO for review, changes if necessary, and approval. If

requested, the committee shall meet with the recommending administrator or designee, to determine job needs and weighing of criteria.

### **G. Review for Acceptable Qualifications**

All application packages for full-time faculty positions will be formally received through the Human Resources Office. The Human Resources Office will review the application packets ensuring that all required documents are submitted and available and that the applicants meet the minimum qualifications for the position as per the Disciplines List. Those applicants who have submitted complete applications and who meet the minimum qualifications will proceed to the application review process.

Those applications that do not meet minimum qualifications but include a Petition for Equivalency shall be forwarded to the Equivalency Committee for review.

The Equivalency Committee shall convene immediately following the closing date for the faculty search to review the Petitions for Equivalency. After the review, approved applicants will be forwarded to the Human Resource Office for inclusion in the selection process. Any applicant's Petition for Equivalency not approved by the Equivalency Committee shall be excluded and not be considered any further.

Equivalencies approved by the Equivalency Committee in this manner shall be awarded only to the individual hired for the faculty position.

### **H. Review of Candidates**

The search committee will review remaining application packages assessing the level at which each applicant meets or exceeds the advertised qualifications to determine which candidates will be invited for an interview. The search committee should not proceed to the interview stage until the DIR. HR/EEO has completed the review and determined that the eliminations have been in compliance with the established screening criteria and EEO laws and regulations. Eliminated applicants will be notified in writing by the Human Resources Office that they have not been selected for an interview.

### **I. Interview of Candidates**

The search committee may interview as many candidates as they deem necessary. The search committee may choose to offer candidates a phone or video interview (e.g. Skype) in lieu of attending a face-to-face interview. The circumstances of each interview and associated activities (e.g. teaching demonstration), if conducted, shall be as similar as is practicable. Each committee member shall independently assess each candidate using the criteria developed by the committee.

Committee members shall avoid making comparisons of ratings, rankings, or recommendations of the candidates until independent evaluations of all candidates have been completed by each committee member.

At the completion of interviews the search committee is responsible for documenting its decision regarding final recommended candidates. Letters of notification of eliminations from the search will be sent by the Human Resources Office after an offer of employment has been extended and/or accepted by the top candidate and the Human Resources Office has received the application packages of those candidates eliminated.

## **J. Second Interview of Candidates**

A second interview should be seen as a tool that is available to enhance the selection and decision making process, and to enable the recommending administrator to make an efficient and secure decision. After ranking candidates, the CIO/CSSO will, in consultation with the search committee, determine the need for second interviews. A second interview may be required if the top ranked candidates are closely ranked, the committee has a difficult time arriving at a ranked list, or the committee feels more information is needed to make an informed decision.

The purpose of the second interview is to become better acquainted with candidates and to gather additional information about the candidates through a collegial interview process. Questions may focus on more detailed information regarding qualifications, experience, and teaching methods, but may also focus on other areas of interest such as, attitudes toward campus life, fund-raising or community activities, fit with the campus and mission and resources of the college, program vision.

Second interviews may be conducted in person, via phone, or video conferencing. In-person interviews are preferable. If possible, the College should offer some compensation for additional travel expenses.

The composition of the committee for a second interview will consist of the following members:

CIO/CSSO (non-voting)

EEO (non-voting)

Committee Chair

Academic Senate President/or their designee

A member chosen from the first search committee mutually agreed upon by the CIO/CSSO, Committee Chair and the Academic Senate President.

The second interview committee will score and rank the candidates. Members of the second interview committee will meet with the search committee to share insights and arrive at a consensus regarding the ranking of candidates and two-three finalists. Finalists shall be ranked. Finalists shall be forwarded to the CIO or CSSO for next steps and reference checking. The recommending administrator will, in pursuing the following steps, honor the ranking provided by the committee.

## **K. Reference Checks**

Reference checks should be conducted by the CIO or the CSSO and the search committee chair or their designees. In the case of the need for designees, one of the committee members conducting the reference checks should be a member of the administration and the other a full-time faculty member. The two individuals should confer with each other about the best way to conduct the reference checks in a timely manner. Reference checks may be conducted in one of the following ways: both individuals call all of the same references independently, call all of the references jointly, or divide up the references and call them independently.

Reference checks should be thorough and cover a range of questions concerning professional and academic performance and conduct. Checks should seek references beyond those provided by the candidate.

If the reference checks confirm the top candidate, the process moves on to the next steps in the hiring process. If the reference checks indicate that the candidate should not be hired, the next ranked candidate will be considered.

In the case that there is a disagreement about the candidate's viability based on the reference checks, the CIO/CSSO, the search committee chair and the Academic Senate President will discuss the next step. Next step may include to further explore the top candidate's references or to move on to the next ranked candidate. The CIO/CSSO will make the final decision after consulting with the search committee chair and the Academic Senate President.

If after all reference checks are completed and no candidate is acceptable, the recommending authority will consult the search committee regarding the next steps, which are either considering another candidate from those already interviewed or initiating a new search.

#### **L. Candidate Turns Down Position**

At different points in the process, it is possible a finalist may withdraw from the process or turn down the job once offered. In this case, the CIO or CSSO will advise the search committee chair of this situation and proceed to the next ranked candidate and perform reference checks. If all finalists withdraw from the search process, the search committee should be reconvened in order to discuss the next steps.

#### **M. Review with Superintendent/President**

The Superintendent/President, in consultation with Dir. HR/EEO, will confirm the recommending administrator's recommendation, direct that the search committee reconvene to review additional candidates, or direct that a new search be conducted. In the event that the Superintendent/President does not confirm the recommending administrator's recommendation, they will explain the reason for not following the recommendation to the Academic Senate President.

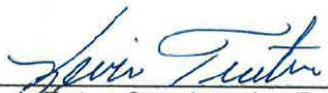
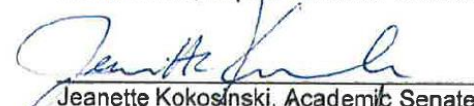
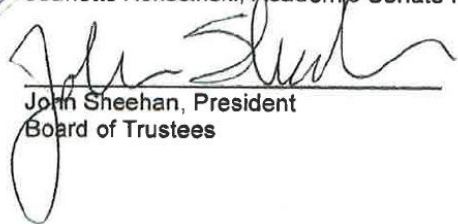


**N. Final Notification and Record Retention:**

Following the action of the Board of Trustees and the Dir. HR/EEO, the original application package of the candidate selected for the position is to be forwarded to the Human Resources Office and will be retained in accordance with District Board Policy. Top candidates not selected will be notified by letter from the Human Resource Office.

All application packages and all hiring process documentation will be housed in the Human Resources Office and will be retained in accordance with District Board Policy.

All sections of this procedure that deal with processes, procedures and criteria for selecting new faculty are jointly agreed to by the delegated designate of the Board of Trustees, the Superintendent/President, and the Academic Senate, acting through its President.

|  |                               |
|--|-------------------------------|
| <br>_____<br>Kevin Trutna, Superintendent/President         | <u>1/9/17</u><br>Date: _____  |
| <br>_____<br>Jeanette Kokosinski, Academic Senate President | <u>1/10/17</u><br>Date: _____ |
| <br>_____<br>John Sheehan, President<br>Board of Trustees   | <u>1/19/17</u><br>Date: _____ |

Reference: BP #7120

Approvals:

Academic Policies: October 26, 2016

Academic Senate: November 9, 2016

Classified Senate: November 21, 2016

Cabinet: January 6, 2017

Board of Trustees: January 19, 2017

# AP 7122 Adjunct Faculty Recruitment, Screening and Hiring

Reference:

**Education Code Sections 87482.5; 87482.8**

In accordance with the guidelines described in the Adjunct Faculty Collective Bargaining Agreement (CBA), the District may employ any qualified individual as an adjunct faculty member for a complete semester or fraction thereof during a school year. The employment of those persons shall be based upon the need for additional faculty during a particular semester or session.

## 1. Definition of Adjunct Faculty

At Feather River College, pursuant to Education Code Section 87482.5, “(a); Notwithstanding any other provision of law, any person who is employed to teach adult or community college classes for not more than 67 percent of the hours per week considered a full-time assignment for regular employees having comparable duties shall be classified as a temporary employee, and shall not become a contract employee under Section 87604 (b). Service on a day-to-day basis by persons employed under this section shall not be used for purposes of calculating eligibility for contract or regular status.” See the Feather River Adjunct Faculty contract for specific definitions and minimum requirements for Adjunct Faculty status.

## 2. Identifying and Recruiting Potential Adjunct Faculty

The following procedure will be used to identify and advertise for an adjunct faculty member:

- a. All informational elements required for class scheduling (e.g., seniority) per collective bargaining agreements will be made freely available to program leaders and adjunct faculty union leadership by the Office of Instruction and the Human Resources Office.
- b. Division Chairs, Program Coordinators, and the Dean of Instruction/CIO shall identify faculty positions for which there is a shortage or possible future need concurrent with the development of class schedules each semester.
- c. The Dean of Instruction/CIO, or designee, shall inform the Human Resources Office of the potential need for adjunct faculty for advertising purposes.
- d. Specific position qualifications shall be identified by the Division Chairs in consultation with the Dean of Instruction/CIO and full-time faculty within the discipline. Generalized adjunct faculty teaching duties are defined in the Adjunct Faculty contract.
- e. The Human Resources Office will advertise locally for the upcoming semester in ample time to ensure maximum response. Advertisements will also be posted on the college website.

### 3. Application for Entry into the Hiring Pool

a. Submission of Application: All persons interested in adjunct work will be referred to the Human Resources Office where a centralized discipline area file will be maintained.

b. Review of Minimum Qualifications and Equivalency: All candidates for the pool shall have been found to be qualified according to state minimum qualifications or the equivalent as established by the District.

c. Interview Process: To reduce the potential of implied bias, the formation of a search committee by the hiring authority or designee will be such that individuals selected shall, to the degree possible, not have a close relationship (close or intimate friends, familial relationships, private business relations) with any applicant. All employees participating in the interview/selection process will sign confidentiality statements with Human Resources before reviewing applications.

#### Composition of Search Committee:

1. Dean of Instruction/CIO, or designee
2. When a full-time faculty member in the program with experience in the discipline is available, he or she will be included as part of the committee
3. When an adjunct faculty member in the program with experience in the discipline is available, he or she may be included as part of the committee

The search committee shall follow an interview procedure that shall be fair and consistent to all candidates and may include, but not be limited to, appropriate teaching demonstrations, writing samples, or other performance indicators related to the responsibilities of the position. The committee shall evaluate candidates in terms of training and experience, subject area knowledge and competence, and sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of the District's students.

### 4. Post Interview Selection

Recommendations on candidate selection will be forwarded to the Dean of Instruction/CIO if the Dean of Instruction/CIO was not on the interview panel. The Dean of Instruction/CIO may conduct second interview on candidates or rely on committee recommendations. If the Dean of Instruction/CIO was on the interview committee the Dean of Instruction/CIO may make a selection decision or request further recruitment for the position. Candidates selected will be referred to the Human Resources Office for the hiring process completion.

Reference: BP #7120; AP #7120

Approvals:

Standards and Practices: January 14, 2016

Academic Senate: April 13, 2016

Classified Senate: March 21, 2016

Cabinet: May 5, 2016

# **AP 7123 Classified and Classified Confidential Hiring Procedures**

Reference:

**Education Code Sections 87100 et seq.; 87400; 88003; ACCJC Accreditation Standard III.A; Title 5 Section 53001 et. seq.**

## **Definitions:**

- a) Supervisor – Classified Manager or other supervisory personnel not on an employment agreement.
  
- b) Administrator – President’s Staff level supervisor.

## **A. Introduction**

The Feather River Community College District seeks a qualified, diverse classified staff dedicated to student success. The District is committed to an open and inclusive hiring process that supports the goals of diversity and equal opportunity providing equal consideration and opportunities for all qualified candidates. The goal of every hiring process is to select the qualified candidate who will enhance the learning experience for all students and fulfill the missions and goals of the College.

## **B. Development of Job Description**

The job description shall include:

- The position.
- The major duties of the position as specified in the approved District job description.
- The qualifications for the position, which shall include minimum requirements for service as required by law, and/or such other qualifications as established by the District.
- The desirable qualifications for the position, which would clearly render the applicant better able to perform the job, but which are not required for satisfactory performance. Desirable qualifications must be occupational qualifications which are specific and directly reflective of the screening criteria to be utilized in the selection process.

Development of the job description in advertisement form originates in the Human Resources Office in collaboration with the supervisor or administrator. A current job description is available from the Human Resources Office. Modifications may be made to the description as long as they do not conflict with job classifications. A review and/or revision of the job are completed in conjunction with the Chief Human Resources Officer,

administrator or appropriate supervisor. Any changes in minimum requirements for a bargaining unit position must be agreed to by both the District and California School Employees Association (CSEA). The Chief Human Resources Officer and the respective administrator will reach agreement on the final advertisement language.

### **C. Advertisement of Job**

A position will be advertised only after, through the budgetary process, there is an expansion of personnel resources or when a vacancy has occurred and the College has determined it will be refilled. Advertisement should be done in a timely manner so as to ensure carryover from one employee to the next with no loss of coverage of the position.

In order to allow appropriate distribution and circulation of advertised positions and enhance the pool of applicants, there shall be a published minimum duration of 10 working days in the advertisement and other distributed materials to the final acceptance date or first review date of applications/resumes. Although ten working days is a minimum, 15 to 20 working days is highly recommended.

Classified and classified confidential positions may be advertised on a local, regional, state or national basis. Regional searches shall include a local ad plus additional regional advertisements, including but not limited to, the Reno and/or Chico areas. Statewide publication shall include the California Community College (CCC) Registry and other sources as necessary. National publication may include the Chronicle of Higher Education and specific journals as applicable. Advertisement is determined by the Dir. HR/EEO and the respective administrator.

### **D. Internal Search**

The College assumes a responsibility to recruit individuals from within, when appropriate and in accordance with Title 5.

### **E. Formation and Composition of the Search Committee**

The administrator or supervisor will submit a requisition form identifying a committee chair and recommending committee members. Upon requisition approval Human Resources notifies the Classified Senate President of the need to form a search committee. The Classified Senate President may either approve the names or in consultation with Human Resources select other members to the committee. In either case, committee members should, to the best possible ability, have a good working knowledge of the position being recruited for. If the supervisor or administrator participates in the search committee interview process, they shall be non-voting, and not participate in committee deliberations. . The supervisor, administrator, or Director of Human Resources/EEO, in communication with the Classified Senate President, may request names of faculty members for the committee from the Academic Senate. The recommended minimum search committee size is five and should contain an odd number of voting members. A member of the Equal Employment Opportunity Advisory Committee will serve in a role of Equal Employment Opportunity (EEO) observer during the search process and should be a non-voting member. To reduce the potential of implied bias, the formation of a search committee by the supervisor or administrator will be such that individuals selected shall

not have a close relationship (close or intimate friends, familial relationships, private business relations) with any applicant.

In the event a suitable search committee cannot be convened, a classified employee will be randomly drawn from a list of all classified employees that have not served on a search committee in one fiscal year. The classified employee randomly drawn for participation will be required to serve on the search committee. Participation on any search committee is subject to supervisor approval.

The committee should meet with the supervisor or administrator, if possible, to determine desired skills, traits and/or job needs in order to develop the best screening criteria.

#### **F. Responsibilities of the Search Committee**

The supervisor, administrator, or the human resources may request a committee member chair the search committee or allow a committee to elect its own leadership. The committee chair will be responsible for coordinating the search committee. In consultation with the supervisor or administrator, the committee may determine factors such as meeting schedules, candidate screening, and interview days. The Human Resources Office must be included in all committee correspondence.

Committee members shall participate in all aspects of the process:

- Training on equal opportunity employment objectives of the District
- Development of interview questions
- Establishing timeliness of screening and interviewing
- Screening candidates
- Interviewing of candidates
- Recommendations of finalists

The search committee must prepare interview questions based upon the job description and, if possible, from the supervisor's or administrator's description of the ideal candidate, in accordance with EEO principles. Questions will be submitted to the Chief Human Resources Officer for review, changed if necessary, and approved. Additionally, the committee must agree what questions are rated and what questions are not rated. If a test is given to the candidates being interviewed, the committee must decide upon how to evaluate the test.

After the committee has composed interview questions and identified skills tests, if any, candidate names will be released to the committee. Disclosure statements must be submitted to the Dir. HR/EEO for approval after the committee members have completed their initial review of the names of candidates applying for the position. (Appendix A)

## **G. Candidate Screening**

The Human Resources Office will review applications for minimum qualifications. The search committee will review application packages assessing the level at which each candidate meets or exceeds the advertised qualifications. When screening candidate applications, no comments or corrections are to be made on original application material. Candidate eliminations will be documented and sent to the Dir. HR/EEO for review. The search committee should not proceed to the interview stage until the Dir. HR/EEO has completed a review and determined that search committee eliminations have been in compliance with established screening criteria and regulations as applicable. Eliminated candidates will be notified in writing by the Human Resources Office that they have not been selected for an interview.

In cases where an open search produces one well qualified candidate the administrator, in consultation with human resources, may continue to the interview stage.

## **H. Interview Stage**

The search committee may interview as many candidates as they deem necessary. The circumstances of each interview and performance test, if conducted, shall be as similar as is practicable.

Each committee member shall independently assess each candidate using the rating criteria provided to each committee member.

Committee members shall avoid any discussion of ratings, rankings, or recommendations of the candidates until independent evaluations have been completed by each committee member.

After each interview the search committee should leave a few minutes to discuss the interview. Best practice dictates that the search committee should limit their discussion to the preceding interview and not compare or contrast candidates until after all candidates have been interviewed.

At the completion of interviews, the search committee is responsible for documenting its decision regarding final recommended candidates. The committee chairperson may review with the Dir. HR/EEO the application packages of those candidates eliminated from consideration. Eliminated candidates will be notified in writing by the Human Resources Office that they have not been selected for a second interview.

On a case-by-case basis, the committee may request a subject matter expert (SME) to sit with the committee during interviews. The SME will only participate in the interview stage and be available to the committee as a resource if they have questions following each interview. The SME will be non-voting and not participate in committee deliberations

## **I. Forwarding Finalists**

In a pool of two or more interviewees a minimum of two or maximum of three names unranked and listed in alphabetical order must be submitted to the supervisor or administrator. In a case of a pool of one, the committee after conduction of the interview,



may forward one finalist. The supervisor or administrator shall review the finalists' application packages, conduct second interviews with finalists, complete reference checks, and make their selection recommendation. If the supervisor is making the selection recommendation, they will do so in consultation with the appropriate administrator. The administrator will forward the finalist's hiring process documentation along with a letter of recommendation to the Superintendent/President on the reasoning behind the final hiring recommendation. The Superintendent/President shall review the documentation and under normal circumstances should forward the recommendation to the Board of Trustees.

A letter notifying elimination to unsuccessful candidates will be sent by the Human Resources Office after an offer of employment has been extended and/or accepted by the top candidate and the Human Resources Office has received the application packages of those candidates eliminated.

#### **J. Materials for the Selection Process**

Hiring Process Documentation (Appendix B):

Prior to the submission of all hiring process documentation to the appropriate supervisor or administrator the Chief Human Resources Officer must review committee recommendations listed in the Appendix B to ensure compliance with EEO laws and regulations, as applicable. The Appendix B, applications of finalists, and any other pertinent information will be forwarded following hiring process to the supervisor or administrator.

#### **K. Dir. HR/EEO Review with Superintendent/President**

If for EEO reasons, the Chief Human Resources Officer is not in agreement with a recommendation from an administrator regarding the final selected candidate for a position, the Chief Human Resources Officer will notify the Superintendent/President of this in writing and attach it to the entire hiring process documentation submitted to the Superintendent/President for Board action. The Superintendent/President will either confirm the administrator's recommendation, select a different candidate, or direct that a new search be conducted.

#### **L. Final Notification and Record Retention:**

Following the action of the Board of Trustees and the Chief Human Resources Officer verification, all application packages and all hiring process documentation will be housed in the Human Resources Office and will be retained for a minimum of one year.

Reference: BP/AP #7120

Approvals:

Academic Senate: November 8, 2023

Classified Senate: September 28, 2023

Cabinet: December 11, 2023

# **AP 7124 Administrative and Management Hiring Procedures**

Reference:

**Education Code Sections 87100 et seq.; Accreditation Standard III.A; Title Five Section 53001 et seq.**

## **Definitions:**

- a) Supervisor – Classified Manager or other supervisory personnel not on an employment agreement.
- b) Administrator – President’s Staff level supervisor.

## **A. Introduction**

Feather River Community College District seeks a qualified and diverse administrative and management staff dedicated to student success. The District is committed to an open and inclusive hiring process that supports the goals of diversity and equal opportunity providing equal consideration and opportunities for all qualified candidates. The goal of every hiring process is to select the candidate who will enhance the learning experience for all students and fulfill the missions and goals of the college.

## **B. Development of Job Description**

The job description shall include:

- The position;
- The major duties of the position as specified in the approved District job description, which shall also include the following statement: “Demonstrated sensitivity to and understanding of the diverse academic and socio-economic, cultural, disability and ethnic backgrounds of community college students and staff;
- The qualifications for the position, which shall include minimum requirements for service as required by law, and/or such other qualifications as established by the District;
- The desirable qualifications for the position, which would clearly render the applicant better able to perform the job, but which are not required for satisfactory performance. Desirable qualifications must be occupational qualifications, which are specific and directly reflective of the screening criteria to be utilized in the selection process.

Development of the job description in advertisement form originates in the Human Resources Office in collaboration with the administrator. A current job description is available from the Human Resources Office. Modifications may be made to the description as long as they do not conflict with job classifications. A review and/or revision of the job are completed in conjunction with the Director, Human Resources/Equal Employment Officer (Dir. HR/EEO), and appropriate administrator. The Chief Human Resources Officer and the respective administrator will reach agreement on the final advertisement language.

### **C. Advertisement of a Job**

A position will be advertised only after, through the budgetary process, there is an expansion of personnel resources or when a vacancy has occurred and the college has determined it will be refilled. Advertisement should be done in a timely manner so as to ensure carryover from one employee to the next with no loss of coverage of the position.

In order to allow appropriate distribution and circulation of advertised positions and enhance the pool of applicants, there shall be a published minimum duration of 10 working days in the advertisement and other distributed materials to the final acceptance date or first review date of applications/resumes. Although 10 working days is a minimum, 20 to 30 working days is highly recommended.

Administrative and management positions may be advertised on a local, regional, state, or national basis. Regional searches shall include a local ad plus additional regional advertisements, including but not limited to, the Reno and/or Chico areas. Statewide advertisements are highly recommended and can include, but are not limited to, the California Community College (CCC) Registry and other sources as necessary. National publications may include the Chronicle of Higher Education and specific journals as applicable. Advertisement is determined by Chief Human Resources Officer and administrator.

### **D. Internal Search**

The college assumes a responsibility to recruit individuals from within when appropriate and in accordance with Title 5.

### **E. Formation and Composition of the Search Committee**

The administrator will submit a requisition form identifying a committee chair and recommending committee members. Upon requisition approval Human Resources or if necessary, the administrator notifies the Academic Senate President and the Classified Senate President of the need to form a search committee. Committee members should, to the best possible ability, have a good working knowledge of the position being recruited for. If the administrator is a member of the search committee interview process, they shall be non-voting and not participate in committee deliberations. i. The recommended minimum search committee size is five and should contain an odd number of voting members. A member of the Equal Employment Opportunity Advisory Committee will serve in a role of Equal Employment Opportunity (EEO) observer during the search process and should be a non-voting member. To reduce the potential of implied bias, the formation of a search committee by the recommending administrator or designee will be such that individuals selected shall not have a close relationship (close or intimate friends, familial relationships, private business relations) with any applicant.

Participation on a search committee is subject to supervisor approval.

The committee should meet with the administrator or designee, if possible, to determine desired skills, traits and/or job needs in order to develop the best screening criteria.

### **F. Responsibilities of the Search Committee**

The administrator or Human Resources personnel may request a committee member chair the committee, or allow the committee to elect its own leadership. In consultation with the administrator, the committee may determine factors such as meeting schedules, candidate screening, and interview days. The Human Resources Office must be included in all committee correspondence.

Committee members shall participate in the following aspects of the process:

- Training on equal opportunity employment objectives of the District
- Development of interview questions
- Establishing timeliness of screening and interviewing
- Screening candidates
- Interviewing of candidates
- Recommendations of finalists

The search committee must prepare interview questions based upon the job description and, if possible, from the administrator's description of the ideal candidate, in accordance with EEO principles. Questions will be submitted to the Chief Human Resources Officer for review, changed if necessary, and approval. Additionally, the committee must agree what questions are rated and what questions are not rated. If a test is given to the candidates being interviewed, the committee must decide upon how to evaluate the test.

After the committee has composed interview questions and identified skills tests, if any, candidate names will be released to the committee. Disclosure statements must be submitted to the Chief Human Resources Officer for approval after the committee members have completed their initial review of the names of candidates applying for the position. (Appendix A)

### **G. Candidate Screening**

The Human Resources Office will review applications for minimum qualifications. The search committee will review remaining application packages assessing the level at which each candidate meets or exceeds the advertised qualifications. When screening candidate applications, no comments or corrections are to be made on original application material. Candidate elimination's will be documented and sent to the Chief Human Resources Officer for review. The committee should not proceed to the interview stage until the Chief Human Resources Officer has completed a review and determined that search committee eliminations have been in compliance with established screening criteria and regulations as applicable. Eliminated candidates will be notified in writing by the Human Resources Office that they have not been selected for an interview.

In cases where an open search produces one well qualified candidate the administrator, in consultation with human resources, may continue to the interview stage.

### **H. Interview Stage**

The search committee may interview as many candidates as they deem necessary.

The circumstances of each interview and performance test, if conducted, shall be as similar as is practicable.

Each committee member shall independently assess each candidate using the rating criteria developed by the committee.

Committee members shall avoid any discussion of ratings, rankings, or recommendations of the candidates until independent evaluations have been completed by each committee member.

After each interview the search committee should leave a few minutes to discuss the interview. Best practice dictates that the search committee should limit their discussion to the preceding interview and not compare or contract candidates until after the final interview.

At the completion of interviews, the search committee is responsible for documenting its decision regarding final recommended candidates. The committee chair may review with the Chief Human Resources Officer the application packages of those candidates eliminated from consideration. Eliminated candidates will be notified in writing by the Human Resources Office that they have not been selected for a second interview.

On a case-by-case basis, the committee may request a subject matter expert (SME) to sit with the committee during interviews. The SME will only participate in the interview stage and be available to the committee as a resource if they have questions following each interview. The SME will be non-voting and not participate in committee deliberations.

### **I. Forwarding Finalists**

In a pool of two or more interviewees a minimum of two or maximum of three names unranked and listed in alphabetical order must be submitted to the appropriate administrator. In a case of a pool of one the committee, after conduction the interview, may forward one finalist. The administrator shall review the finalists' application packages, conduct second interviews with finalists, complete reference checks, and make his/her selection recommendation. The administrator will forward the finalist's hiring process documentation along with a letter of recommendation to the Superintendent/President on the reasoning behind the final hiring recommendation. The Superintendent/President shall review the documentation and under normal circumstances should forward the recommendation to the Board of Trustees.

A letter notifying elimination to unsuccessful candidates will be sent by the Human Resources Office after an offer of employment has been extended and/or accepted by the top candidate and the Human Resources Office has received the application packages of those candidates eliminated.

### **J. Materials for the Selection Process**

Hiring Process Documentation (Appendix B):

Prior to the submission of all hiring process documentation to the administrator the Chief Human Resources Officer must review committee recommendations listed in the Appendix B to ensure compliance with EEO laws and regulations, as applicable. The Appendix B, applications of finalists, and any other pertinent information will be forwarded following hiring process to the administrator:

**K. Chief Human Resources Officer Review with Superintendent/President**

If for EEO reasons, the Chief Human Resources Officer is not in agreement with a recommendation from an administrator regarding the final selected candidate for a position, the Chief Human Resources Officer will notify the Superintendent/President of this in writing and attach it to the entire hiring process documentation submitted to the Superintendent/President for Board action. The Superintendent/President will either confirm the administrator's recommendation, select another candidate, or direct that a new search be conducted.

**L. Final Notification and Record Retention:**

Following the action of the Board of Trustees and the Chief Human Resources Officer's verification, all application packages and all hiring process documentation will be housed in the Human Resources Office and will be retained for a minimum of one year.

Reference: AP #7120

Approvals:

Academic Senate: November 8, 2023

Classified Senate: September 28, 2023

Cabinet: December 11, 2023

# **AP 7125 Verification of Eligibility for Employment**

Reference:

## **8 U.S.C Section 1324a**

The elements required by federal law are reflected below.

The District will only hire or recruit United States citizens or people legally authorized to be employed in the United States.

Reliable documentation of eligibility is required for employment from all persons hired. "Reliable documentation" as set out in federal law includes one or more of the following:

- Documents that establish both identity and employment eligibility (A United States passport, Certificate of US Citizenship, etc.\* containing a photograph of the prospective employee), that indicates the person is authorized to work in the United States.

### **OR**

- Documents that establish identity (Driver's License or ID Card issued by a state of the United States provided it contains information such as name, date of birth, sex, height, eye color and address, etc.\*).

### **AND**

- A document that establishes employment eligibility (US social security card or other documentation issued by the United States government showing authorization to work in the United States, original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal, etc.\*).

The District will complete for each new employee the verification form or forms required by the United States government. The District will retain such forms for the duration of employment or at least one year after the person leaves the District's employment, but no less than three years, whichever is later.

The District will protect the privacy of the information it collects pursuant to this procedure.

- A listing of additional documents is available from the U.S. Department of Justice, Immigration and Naturalization Service, Form I-9 or in part 8 of the Handbook for Employers (M-274).

Approvals:

Academic Senate: September 12, 2018

Classified Senate: December 18, 2017

Cabinet: October 4, 2018



## **AP 7126 Applicant Background Checks**

Reference:

**Civil Code Section 47, 1785.16, 1785.20, and 1786.16 et seq.; Fair Credit Reporting Act (federal)**

Applicants for positions may be subject to background or reference checks.

Where a background investigation is performed by a third party, the Director of Human Resources/EEO Officer shall make a clear and conspicuous disclosure to the applicant on a separate form before the report is procured. The applicant shall be provided an option to receive or not receive the report. If the applicant is not hired, or the district takes other action that adversely affects any applicant based in whole or in part upon the third-party report, the Director of Human Resources/EEO Officer shall provide oral, written, or electronic notice of:

- the adverse action to the applicant;
- the name, address, and telephone number of the third party agency that furnished the report;
- the applicant's right to obtain a free copy of the report; and
- the applicant's right to dispute the accuracy or completeness of any of the information in the report.

Approvals:

Cabinet: December 1, 2011

## **AP 7130 Compensation**

References:

**Education Code Sections 87801 and 88160;**

**Government Code Section 53200;**

**U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended**

Feather River College reviews salary schedules for employees pursuant to agreements listed in specific Collective Bargaining Agreements, Management Handbook, Confidential Handbook, or individual Employment Agreements.

Feather River College does not utilize incentive compensation for employees.

Reference: BP #7130

Approvals:

Academic Senate: February 9, 2022

Classified Senate: February 22, 2022

Cabinet: March 2, 2022

## **AP 7145 Personnel Files**

Reference:

**Education Code Section 87031, Labor Code Section 1198.5**

Personnel records are private and shall be accurately maintained and complete to the best ability of the institution. Such records will be kept permanently.

Every employee has the right to inspect their personnel records pursuant to Contract or Labor Code. Employees represented by Union agreements should reference their contract for guidelines on Personnel Files.

Non-represented employees should follow the guidelines outlined below:

- Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have their own comments attached to any derogatory statement. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
- The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district.
- Nothing in this procedure shall entitle an employee to review ratings, reports, or records that (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination or interview.

Approved: April 11, 2005

# **AP 7150 Evaluation of Administrators/Managers**

Reference:

**Accreditation Standard III.A.5**

## **I. PURPOSE**

The primary purpose of the administrative evaluation system is to ensure the continuous quality improvement of the College and the personal and professional development of administrative personnel. <sup>1</sup> The administrative evaluation system is a provision for personnel to provide feedback about the impact of supervisory activities and decisions on administrator/manager performance.

## **II. EVALUATION OF PERFORMANCE**

The administrative personnel are responsible for accomplishing institutional objectives within the area for which they are responsible. The College develops institutional objectives through its strategic planning process. Each member of the administrative personnel will incorporate those objectives into their annual performance objectives which pertain to their area of responsibility and for which there is a reasonable expectation of attainment. It is the accomplishment of these objectives and duties within the job description that informs the assessment of the administrative personnel's performance (e.g., satisfactory or unsatisfactory performance). Concurrent with the administrative personnel, the Board of Trustees, the faculty and staff share responsibility for the attainment of institutional objectives. It is within this context that a system for performance evaluation should be developed. The timelines are important to the overall process, but they are intended neither to be traps nor technicalities by which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendation of the supervisor

**For the evaluation of the Superintendent/President please see AP #2435**

### **A. Administrator/Manager**

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<sup>1</sup> Administrative personnel, defined as those who are charged with the development and execution of, and supervision over policy and operation plans:

1. Superintendent/President
2. Administrator/Managers (other than the Superintendent/President) These include: Vice-President Instruction/CIO, Vice-President Student Services/CSSO, Vice-President Business Services/CFO, Director of Human Resources, Director of Athletic Operations and Events. Director of Facilities/Chief Technology Officer, Asst. Dean of Instruction, and may include others upon any shifts in administrative organization.
3. Division Chairs

The administrator's/manager's supervisor is responsible for the performance evaluation of each administrator/manager. It is the duty of the supervisor to determine the quality of the administrator's/manager's performance and through an evaluation process, enhance their effectiveness. The administrator's/manager's supervisor shall establish annually with each administrator/manager their objectives based upon institutional objectives identified in the planning process. These objectives along with the job description, frame the supervisor's expectation of the administrator's/manager's performance.

The administrator's/manager's relationship with faculty, staff, peers, and students are central to their job performance. The administrator's/ manager's annual performance objectives may also relate to these groups. As such, these constituencies will have the opportunity to assess whether the administrator's/manager's annual performance objectives have been achieved (those relevant to each group). Faculty, staff, and peers will also assess the effectiveness of their relationship with the administrator /manager with the goal of helping each administrator/ manager to maintain and enhance positive working relationships. While acknowledging the subjective nature of this assessment of relationships, these relationships need to be assessed so that improvement can occur and so that any ineffectiveness can be identified and addressed.

The Superintendent/President shall review the final assessment documents for each administrator/manager and use that review as the basis of constructive discussion with each administrator/ manager, as well as recommendations regarding contract renewal, non-renewal or extension, discipline, dismissal, or other recommendations concerning the administrator/manager's employment status, contract, or duties and responsibilities.

### **B... Division Chairs**

Rules and procedures for performance evaluations for full-time and associate faculty can be found in the Feather River College Federation of Teachers AFT/CFT #4615, and the Feather River College Federation of Teachers Associate Faculty AFT/CFT #4615 Collective Bargaining Agreements.

## **III. PROCEDURE**

New administrators shall be evaluated by the Senates in the first and second years in office. Subsequent comprehensive evaluation cycles will occur every other year as in fourth, sixth, eighth, etc.

### **A. Administrators/Managers**

## **1. Administrators (who report directly to the Superintendent/ President)**

### **Creation of Annual Performance Objectives**

Administrators will receive direction from the Superintendent/President once they have set their objectives with the Board of Trustees. The Superintendent/President will work with the administrators to develop complimentary and constructive objectives and in relation to job descriptions. In September, administrators will post their performance objectives to a location available to campus constituents.

By the end of August, the Superintendent/President approves the administrator's annual performance objectives (see the August meeting described in following evaluation section). In August, the administrator will post their finalized annual performance objectives through Human Resources to a location accessible to campus constituent groups.

The performance objectives will cover the period from July 1 through the following June.

### **Evaluation of Annual Performance Objectives**

In May, the Superintendent/ President will meet with the administrator to evaluate the achievement of their objectives. The determination of the Superintendent/President should be informed by broad input from key campus constituent groups such as the Academic and Classified Senates. The Superintendent/President will determine how to receive this feedback, following a sequence comparable to the Evaluation Timeline below. As a part of this evaluation, the Superintendent/President shall complete a form developed for this purpose (see Exhibit 1). Additional areas may be included by mutual agreement of the administrator and the Superintendent /President, within the scope of the administrator's contract. Last, the Superintendent/President will indicate the administrator's greatest assets and area(s) most in need of improvement. By the end of June, the Superintendent/President will summarize all evaluation results and allow the administrator to add any comments about the evaluation that they feel are appropriate.

An unsatisfactory evaluation of the administrator may lead to a plan of remediation with a specified timeline and end-date by which correction of deficiencies is expected. During this remediation, the administrator will be given professional development opportunities and will be encouraged to meet regularly with the Superintendent/President and members of the various campus constituent groups to work on addressing issues of concern. At the conclusion of the specified remediation period, a special evaluation will be conducted by the Superintendent/President, who will solicit appropriate input utilizing the process and instruments of this administrative evaluation procedure wherever appropriate.

An unsatisfactory evaluation of administrators may also lead to discipline up to and including termination. No part of this process shall conflict with the provisions of BP/AP 7365 [discipline process for classified employees who are not part of a bargaining unit].

In August, each administrator will meet with the Superintendent/President and review and adjust the following year's objectives and review any Board comments/recommendations regarding the previous year's evaluation (see creation of annual performance objections section above).

Annually, the Superintendent/President (with the assistance of the Human Resources Director as needed) will review the contracts of the administrators and will make recommendations to the Board regarding administrator contract renewal or nonrenewal. The deadlines governing these decisions can be found in the Administrator/Manager Handbook and Ed Code §72411.

**Administrator (other than S/P) Evaluation Timeline**

|                     |  |
|---------------------|--|
| Jun-<br>Aug<br>Aug  | Board approves Superintendent/President (S/P) objectives developed at June Board Retreat<br>S/P shares objectives with campus  |
|                     | Administrators develop their own objectives in line with S/P's objectives  |
| Feb -<br>Mar<br>May | Senate leadership gathers feedback administrators' objectives and general performance<br>S/P discusses evaluation and obtainment of objectives and general performance with the following group:<br><ul style="list-style-type: none"> <li>(1) Classified Senate President, or designee</li> <li>(2) Academic Senate President, or designee</li> <li>(3) A regular or contract employee mutually agreeable between President and evaluatee</li> <li>(4) Administrator reporting to President mutually agreeable between President and evaluatee</li> </ul> |
| June-<br>July       | S/P finalizes evaluation:<br><ul style="list-style-type: none"> <li>(1) Written update from evaluatee</li> <li>(2) Discussion with above persons</li> <li>(3) Discussion with evaluatee</li> </ul>   |

**2. Other Managers**

**Creation of Annual Performance Objectives**

By the end of August, each manager will provide to their supervisor, their draft annual performance objectives for the next year based upon their duties and responsibilities and the District's strategic plan. These annual performance objectives will be in accordance with the District's approved planning documents.

The performance objectives will cover the period from July 1 through the following June.

### **Evaluation of Annual Performance Objectives**

By the end of April, the manager will provide their supervisor a report on their achievement of and progress on annual performance objectives of the current period. The supervisor will meet with the manager to evaluate achievement of objectives, based upon that manager's evaluation schedule. Managers will be further evaluated in accordance with AP 7153.

Managers will be evaluated through the form that has been developed for this purpose (See Exhibit 1).

Reference: BP# 7150, AP #7151 Exhibit 1, #7152

Approvals:

Academic Senate: March 10, 2021

Classified Senate: March 9, 2021

Cabinet: May 5, 2021



# AP 7151 Evaluation – Assessment of Administrators by Faculty

Reference:

**Accreditation Standard III.A.1.b**

## I. PHILOSOPHY

The primary purpose of this portion of the administrative evaluation system is to help the administrator<sup>10</sup> function effectively, to strengthen their functional area within the District, to measure the performance of the administrator on the basis of their job description and annual objectives, and to improve the educational environment of the College. The evaluation shall be non-punitive and constructive.

## II. ROLE OF FACULTY

The faculty assessment of administrator will be based on two parts: the evaluation survey/questionnaire that assesses the general management and administrative qualities and the achievement of/progress towards the accomplishment of annual performance objectives (see Exhibit 1).<sup>11</sup>

The assessment of administrator will be conducted by all fulltime faculty and a mutually agreed upon,<sup>12</sup> appropriately representative and knowledgeable selection of associate faculty.

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<sup>10</sup> Administrative personnel defined as those who are charged with the development and execution of, and supervision over policy and operation plans, include:

1. Superintendent/President
2. Administrator (other than Superintendent/President). These include: Dean of Instruction/CIO, Chief Student Services Officer, Chief Financial Officer, Director of Human Resources, Information Services Manager, Director of Athletic Operations and Events, Director of Facilities, and may include others upon any shifts in administrative organization.

<sup>11</sup> Faculty who are not aware of the administrative personnel being evaluated or the work of the position will have the option of checking a box (on Exhibit 1) indicating their choice of “opting out” of evaluating that administrator at that time.

<sup>12</sup> “Mutually agreed upon” refers to a conversation and consensus between the administrator/chair being evaluated and the evaluating body of the constituent group.

### III. PROCESS OF EVALUATION

New administrators shall be evaluated by faculty in the first and second years in the position. Subsequently, the administrator shall be evaluated every two years.<sup>1</sup>

During the comprehensive evaluation cycle, an evaluation survey/questionnaire will be provided to the fulltime faculty members (Exhibit 1). The faculty member shall bring the completed evaluation sealed in an envelope to the secretary of the Academic Senate or to the Human Resources office (or other designated staff person, as determined by the President of the Academic Senate), who shall keep them in a locked file. It shall be the responsibility of the Academic Senate President to solicit submission from fulltime faculty by the stated deadline, and to issue a "last call" at the time of deadline. They may confirm the number of submissions by consultation with the faculty secretary (or other designated staff if applicable). Each faculty member, in accordance with the principle of peer review, may sign their evaluation of the administrator.

The Senate Executive Committee along with the faculty secretary (or other designated staff if applicable) or designee shall meet for the purpose of collating the responses from each Part of the evaluation instrument (Exhibit 1).

Survey/questionnaire item responses will be aggregated by the Senate Executive Committee and summarized. Narrative comments shall be passed on in whole to the administrator with responses grouped by respondents anonymously (i.e., "Respondent 1 provided the following comments ...").

All raw data from the individual faculty survey/questionnaire shall be destroyed after the summary evaluation is prepared by the Senate Executive Committee. The administrator shall not have access to the raw data. All raw data collected is to be kept confidential.

The Senate Executive Committee may include suggestions for improvement and commendation for effective work and/or style based on the survey/questionnaire aggregate data.<sup>2</sup> The Senate Executive Committee shall all sign the summaries from the faculty survey/questionnaires and give this to each administrator being evaluated and to their supervisor. The administrator and their supervisor shall confer over the summaries. The supervisor shall be tasked with seeing that the administrator's comments in response to the summary are completed (if desired) and included in the administrator's evaluation file (see AP 7150 for more on the compilation of evaluation materials). The administrator's supervisor may request a conference with the Senate Executive Committee to clarify any points from the summaries.

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<sup>1</sup> Comprehensive evaluations will involve feedback from appropriate constituencies as noted in the previous section, and "supervisory evaluations" will occur every year.

<sup>2</sup> Data refers to the aggregated responses from the survey/questionnaire.

## **A. SURVEY/QUESTIONNAIRE INSTRUMENT**

See Exhibit 1 for the faculty survey/questionnaire instrument used to gather feedback for the administrator.

## **B. SEQUENCE**

The Senate will decide on the performance objectives to be evaluated by the January Senate meetings. In the case of all administrators, the survey/questionnaire instrument will be sent to faculty no later than the end of February.

The Senate Executive Committee Senate shall meet and review the evaluations and complete a summary report to be given to the administrator and their supervisor by the end of April.

The schedule of the comprehensive evaluation of administrators shall be kept by the Director of Human Resources, with copies filed with the Superintendent/President and the President of the Academic Senate and Classified Senate every year on or before August 15. A copy is also made public via the District's Public Folders.

BP#: 7150

AP#: 7150, 7152

Approvals:

Academic Senate: September 12, 2012

Cabinet: September 5, 2013

## Exhibit 1

**The assessment of administrators** (as one element of the comprehensive evaluation process) has two parts. Part I may be used by each constituent group on campus to assess each administrator. This Part asks the assessor(s) to rate the administrator based on general management and administrative qualities. Part II is an assessment based on the administrator's published annual performance objectives. The different constituent groups will choose the objectives to evaluate, and list these in order of that constituent group's priority. The progress towards these objectives will be evaluated by the designated group. The designated group will also indicate whether or not these objectives relate to the administrator's job description at the time of this evaluation.

### Part I: General Assessment of Administrators

I choose not to evaluate this administrator at this time.

In this portion of the assessment, please rate the administrator based on these general administrative areas as outlined in the administrator's job description. Use the following criteria to base your assessment. Please use the "comment" area to explain or expand on responses to associated criteria.

- 1– Strongly Agree (performs or addresses this function with competency above expectation)
- 2– Agree (performs or addresses this function adequately or at expectation)
- 3– Disagree (does not adequately perform or address this function)
- 4– Disagree Strongly (does not perform or address this function)
- 5– No Opinion/Don't Know

| <b>COMMUNICATION</b>  | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|---|----------|----------|----------|----------|----------|
| The administrator...  |          |          |          |          |          |
| <i>Communicates with clarity in written messages.</i>                 |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Communicates with clarity in oral messages.</i>                    |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Responds to correspondences &amp; requests in a timely manner.</i> |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Is approachable for questions, comments, concerns.</i>             |          |          |          |          |          |

Comments:

| <b>ADMINISTRATION/MANAGEMENT</b>  | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|---|----------|----------|----------|----------|----------|
| The administrator...  |          |          |          |          |          |
| <i>Demonstrates an understanding of the areas (i.e., programs, units, offices, duties) for which he or she is responsible.</i>  |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Promotes &amp; advocates for the interests and needs of the areas and constituents within his or her purview (i.e., programs, units, offices, staff, faculty).</i> |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Responds to the needs of the areas within his or her purview (i.e., programs, units, offices, duties).</i>   |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Facilitates cooperation and consensus to achieve institutional plans/goals.</i>  |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Successfully motivates members/personnel within his or her purview (i.e., faculty, staff).</i>   |          |          |          |          |          |
| Comments:   |          |          |          |          |          |
| <i>Ensures that campus rules, policies, &amp; procedures are adhered to and followed.</i>   |          |          |          |          |          |
| Comments:   |          |          |          |          |          |

## Part II: Assessment of Administrator based on Performance Objectives

Please assess this administrator based on the following annual performance objectives as they relate to your organization/work area. The annual performance objectives listed here have been chosen and prioritized by your group's representative body (see the corresponding AP). This table asks you to assess the administrator's progress towards or accomplishment of these objectives. You will also need to refer to the administrator's job description in this assessment and indicate whether or not the objective reflects this description. Finally, please add any annual performance objectives that you think are important for this administrator to consider.

This assessment table has three elements:

1. Evaluate the administrator’s annual performance of this objective using the following rating scale.
  - 1– Strongly Agree (has met or addressed with competency above expectation)
  - 2– Agree (has adequately met or addressed at expectation and competency)
  - 3– Disagree (has not adequately met or addressed with competency)
  - 4– Disagree Strongly (has not met or addressed)
  - 5– No Opinion/Don’t Know
2. Indicate whether or not you think the objective reflects the administrator’s job description.

**ANNUAL (PERFORMANCE) OBJECTIVE (completed by representative body)**

| ANNUAL (PERFORMANCE) OBJECTIVE (completed by representative body)                  | EVALUATION OF PERFORMANCE |   |   |   |   | PERFORMANCE OBJECTIVE REFLECTS JOB DESCRIPTION |    |
|--|---------------------------|---|---|---|---|--|----|
|  | 1                         | 2 | 3 | 4 | 5 | Yes  | No |
| 1.   |                           |   |   |   |   |  |    |
| Suggestions or comments about this objective or the achievement of this objective: |                           |   |   |   |   |  |    |
| 2.   |                           |   |   |   |   |  |    |
| Suggestions or comments about this objective or the achievement of this objective: |                           |   |   |   |   |  |    |
| 3.   |                           |   |   |   |   |  |    |
| Suggestions or comments about this objective or the achievement of this objective: |                           |   |   |   |   |  |    |
| 4.   |                           |   |   |   |   |  |    |
| Suggestions or comments about this objective or the achievement of this objective: |                           |   |   |   |   |  |    |
| 5.   |                           |   |   |   |   |  |    |
| Suggestions or comments about this objective or the achievement of this objective: |                           |   |   |   |   |  |    |
| 6.   |                           |   |   |   |   |  |    |
| Suggestions or comments about this objective or the achievement of this objective: |                           |   |   |   |   |  |    |

3. Please list any other annual performance objectives that you think should be considered/included by this administrator.

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BP#: 7150

AP# 7150, 7151, 7152

Approvals:

Academic Senate: January 13, 2010

Classified Senate: January 25, 2010

Cabinet: February 4, 2010

# **AP 7152 Evaluation – Assessment of Administrators by the Classified Senate**

Reference:

**Accreditation Standard III.A.1.b,**

## **I. PHILOSOPHY:**

The primary purpose of assessment by the Classified Senate, in the administrative evaluation system is to help the administrator function effectively, to strengthen their functional area within the District, to measure the performance of the administrator on the basis of their job description and annual objectives, and to improve the educational environment of the College.

## **II. POLICY:**

### **A. Role of the Classified Staff**

Classified Senate assessment of administrators will be based on a review of the administrator's general performance and management style providing constructive evaluation and suggestions for improvement. All Classified Senate members will be provided the opportunity to evaluate the following administrators (or their equivalents in any reorganized administration):

**Superintendent/President**

**Dean of Instruction/CIO**

**Chief Student Services Officer**

**Chief Financial Officer**

**Director of Human Resources**

**Director of Athletic Operations and Events**

**Director of Facilities/Chief Technology Officer**

**Director of Distance Education/Webmaster**

### **B. Process of Evaluation**



New administrators shall be evaluated by the Classified Senate in the first and second years of office. Subsequently, the administrator will be evaluated in the fourth, sixth, eighth, etc., years of office.

During the comprehensive evaluation cycle, the Classified Senate shall distribute an evaluation survey/questionnaire to members of the Classified Senate. The Classified Senate shall collect the completed evaluations in a confidential manner. It shall be the responsibility of the Classified Senate President to solicit submission from selected members by the stated deadline, and to issue a "last call" at the time of deadline. Each Classified Senate member, in accordance with the principle of peer review, may sign their evaluation of the administrator.

The Classified Senate Officers will serve as an executive committee for the purpose of collating the responses to each style or performance criterion.

Survey/questionnaire item responses will be aggregated by the Senate Executive Committee and summarized. Narrative comments shall be passed on in whole to the administrator with responses grouped by respondents anonymously (i.e., "Respondent 1 provided the following comments ...").

All raw data from the individual survey/questionnaires shall be destroyed after the summary evaluation is prepared by the executive committee. The administrator shall not have access to the raw data. All raw data collected is to be kept confidential.

The Senate officers may include suggestions for improvement and commendation for effective work and/or style based on the survey/questionnaire aggregate data. The Senate officers shall all sign the summaries from the Classified Senate survey/questionnaires and give this to each administrator being evaluated and to their supervisor. The administrator and their supervisor shall confer over the summaries. The supervisor shall be tasked with seeing that the administrator's comments in response to the summary are completed (if desired) and included in the administrator's evaluation file. The administrator's supervisor may request a conference with the Senate officers to clarify any points from the summaries.

### **C. Survey/Questionnaire Instrument**

The survey/questionnaire instrument used to gather feedback for the administrator the Classified Senate is contained in Exhibit 1.

### **D. Sequence**

New administrators shall be evaluated by the Classified Senate in the first and second years in office. Subsequent comprehensive evaluation cycles will occur every other year as in fourth, sixth, eighth, etc. In the case of the Superintendent/President, the survey/questionnaire instrument will be sent to Classified Senate members no later than the end of February. In the case of other administrators, the survey/questionnaire instrument will be provided to Classified Senate members by the end of February.

The executive committee shall meet and review the submitted survey/questionnaires and draft a summary report to the administrator and their supervisor by the end of April.

The schedule of the comprehensive evaluation of administrators shall be kept by the Director of Human Resources, with copies filed with the Superintendent/President and the President of the Academic Senate and Classified Senate every year on or before August 15. A copy is also made public via the District's Public Folders.

BP#: 7150

AP#: 7150

Approvals: Standards & Practices: November 4, 2013

Classified Senate: March 17, 2014

Cabinet: May 1, 2014

# **AP 7153 Evaluation – Assessment of Managers by the Classified Senate**

Reference: **Accreditation Standard III.A.1.b,**

## **I. PHILOSOPHY:**

The primary purpose of assessment by the Classified Senate in the evaluation of exempt level managers is to help the manager function effectively, to strengthen their functional area within the District, to measure the performance of the manager on the basis of their job description and communication and management qualities to improve the educational environment and professionalism of the College.

## **II. POLICY:**

### **A. Role of the Classified Staff**

Classified Senate assessment of exempt level managers will be based on a “peer review” of the manager’s general performance and management style providing constructive evaluation and suggestions for improvement. All Classified Senate Members will be provided the opportunity to evaluate all individuals who fall into the management category.

### **B. Process of Evaluation**

New managers shall be evaluated by the Classified Senate in the first and second years in their position. Subsequently, the manager will be evaluated in the fourth, sixth, eighth, etc., years in their position. During the comprehensive evaluation cycle, the Classified Senate shall have an evaluation questionnaire, along with a list of the names and titles of the managers being evaluated, e-mailed to their campus e-mail address (for those members without campus e-mail the Classified Senate will deliver a hard copy to their worksite).

Managers may request that specific Classified Senate members evaluate them. Such requests must be made to the Classified Senate President. Classified Senate members that report directly to the manager being evaluated are required to complete the evaluation questionnaire. It will be the responsibility of the Classified Senate President to notify Senate members of their selection and/or requirement to complete specific questionnaires. It is optional for all other Classified Senate members to complete the questionnaire.

Classified Senate members shall bring the completed evaluation sealed in an envelope to the Classified Senate President, who shall keep them in a

locked file until two workdays after the stated deadline for submission. It shall be the responsibility of the Classified Senate President to solicit submission from selected and required members by the stated deadline, and to issue a "last call" at the time of deadline. Each Classified Senate member, in accordance with the principle of peer review, may sign their evaluation of the manager or submit anonymously. When submitting the evaluation questionnaire, Classified Senate members will be asked to initial a Senate member roster verifying that their submission has been made. This roster will be shredded before questionnaires are opened and compiled.

The Classified Senate Officers will serve as an executive committee for the purpose of collating the responses to each style or performance criterion. In the event a Classified Senate officer is one of the managers being evaluated, the executive committee will appoint a Classified Senate member at large to replace the officer for the collation of that officer's questionnaire responses.

The executive committee will be required to sign a confidentiality statement to ensure that all information reviewed and compiled during the evaluation and collation process is kept confidential and is not released to any non-authorized persons.

Each questionnaire item response will be aggregated by the executive committee and summarized. Narrative comments shall be passed on in whole to the manager's supervisor as a bulleted list for each individual Classified Senate response.

All raw data from the individual questionnaires shall be destroyed after the summary evaluation is prepared by the executive committee. The manager and their supervisor shall not have access to the raw data. All raw data collected is to be kept confidential.

The Senate officers may include suggestions for improvement and commendation for effective work and/or style based on the questionnaire aggregate data. The Senate officers shall all sign the aggregated data and summaries from the Classified Senate questionnaires and give this to each manager being evaluated and to their supervisor. The manager and their supervisor shall confer over the reported data and summaries. The supervisor shall be tasked with seeing that the manager's comments in response to the data and summary are completed (if desired) and included in the manager's evaluation file. The manager's supervisor may request a conference with the Senate officers to clarify any points from the summaries.

The Classified Senate President shall, at the time when the executive committee team is composing the summary, have access to the manager's most recent evaluation, the Director of Human Resources shall provide this access, and the access shall be documented as per statute and good practice.

### **C. Questionnaire Instrument**

The questionnaire instrument used to gather feedback for the exempt level manager evaluation by the Classified Senate is contained in Exhibit 1.

### **D. Sequence**

New managers shall be evaluated by the Classified Senate in the first and second years in their position. Subsequent comprehensive evaluation cycles will occur every other year as in fourth, sixth, eighth, etc. In keeping with the evaluation of exempt level managers on their anniversary date of hire, the questionnaire instrument will be provided to Classified Senate members two months prior to the manager's anniversary date of hire. Senate members will be given two weeks to complete the questionnaire.

The executive committee of the Classified Senate shall meet and review the submitted questionnaires and draft a summary report to the manager and their supervisor one month prior to the manager's anniversary date of hire.

This sequence will be adjusted for 10 and 11 month employees if the evaluation is during their months off of work. Adjustments will be noted in the schedule of the comprehensive evaluations.

The schedule of the comprehensive evaluation of exempt level managers by the Classified Senate will initially be developed by the Human Resources Director and the Classified Senate President to ensure a balanced sequence for managers who have been in their position for more than two years. The comprehensive schedule shall be maintained by the Director of Human Resources, with certified copies filed with the Superintendent/President and Classified Senate every year on or before July 1.

Approvals:

Classified Senate: December 13, 2010

Cabinet: March 31, 2011

## Exhibit 1

The assessment of managers, as one element of the comprehensive evaluation process, asks the assessor(s) to rate the manager based on general communication and management qualities.

### General Assessment of Managers

Please rate the manager based on these general management areas as outlined in the manager's job description. Use the following criteria to base your assessment. Please use the "comment" areas to explain or expand on responses to associated criteria.

- 1– Strongly Agree (performs or addresses this function with competency above expectation)
- 2– Agree (performs or addresses this function adequately or at expectation)
- 3– Disagree (does not adequately perform or address this function)
- 4– Strongly Disagree (does not perform or address this function)

| <b>COMMUNICATION</b>   | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
|--|----------|----------|----------|----------|
| The manager...   |          |          |          |          |
| <i>Communicates with clarity in written messages.</i>                              |          |          |          |          |
| Comment On Your Rating:  |          |          |          |          |
| Provide Suggestions for Improvement:   |          |          |          |          |
| <i>Communicates with clarity in oral messages.</i>                                 |          |          |          |          |
| Comment On Your Rating:  |          |          |          |          |
| Provide Suggestions for Improvement:   |          |          |          |          |
| <i>Responds to correspondences &amp; requests in a timely manner.</i>              |          |          |          |          |
| Comment On Your Rating:  |          |          |          |          |
| Provide Suggestions for Improvement:   |          |          |          |          |
| <i>Has a communication style that is approachable, respectful and cooperative.</i> |          |          |          |          |
| Comment On Your Rating:  |          |          |          |          |

|   |          |          |          |          |
|---|----------|----------|----------|----------|
| Provide Suggestions for Improvement:  |          |          |          |          |
| <i>Displays active listening skills and focused attention when communicating with staff and co-workers.</i>   |          |          |          |          |
| Comment On Your Rating:   |          |          |          |          |
| Provide Suggestions for Improvement:  |          |          |          |          |
| <b>MANAGEMENT</b>   | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
| The manager...  |          |          |          |          |
| <i>Demonstrates an understanding of the areas (i.e., programs, units, offices, duties) for which he or she is responsible.</i>  |          |          |          |          |
| Comment On Your Rating:   |          |          |          |          |
| Provide Suggestions for Improvement:  |          |          |          |          |
| <i>Promotes &amp; advocates for the interests and needs of the areas and constituents within his or her purview (i.e., programs, units, offices, staff, faculty).</i> |          |          |          |          |
| Comment On Your Rating:   |          |          |          |          |
| Provide Suggestions for Improvement:  |          |          |          |          |
| <i>Responds to the needs of the areas within his or her purview (i.e., programs, units, offices, duties).</i>   |          |          |          |          |
| Comment On Your Rating:   |          |          |          |          |
| Provide Suggestions for Improvement:  |          |          |          |          |
| <i>Facilitates cooperation and consensus to achieve institutional plans/goals.</i>  |          |          |          |          |
| Comment On Your Rating:   |          |          |          |          |
| Provide Suggestions for Improvement:  |          |          |          |          |
| <i>Successfully motivates members/personnel within his or her purview (i.e., faculty, staff).</i>   |          |          |          |          |
| Comment On Your Rating:   |          |          |          |          |
| Provide Suggestions for Improvement:  |          |          |          |          |

|   |  |  |  |  |
|---|--|--|--|--|
| <i>Ensures that campus rules, policies, &amp; procedures are adhered to and followed.</i> |  |  |  |  |
| Comment On Your Rating:   |  |  |  |  |
| Provide Suggestions for Improvement:  |  |  |  |  |

Approvals:

Classified Senate: December 13, 2010

Cabinet: March 31, 2011



# **AP 7153 Evaluation/Assessment of Managers by the Classified Senate**

## **CONFIDENTIALITY STATEMENT**

As a member of the executive committee of the Classified Senate implementing the processes per AP 7153, Evaluation/Assessment of Managers by the Classified Senate, I understand that I am participating in a confidential process. All of my actions related to this process are subject to the laws and regulations relating to equal and fair employment practices. Failure to maintain confidentiality could result in violation of Federal or State regulations and incur liability on behalf of the District.

Specifically, I agree not to release information to any non-authorized persons regarding:

1. Any and all aspects related to the process of collating the evaluation questionnaire; and
2. Any and all information gathered and reviewed during the manager evaluation process by the Classified Senate.

I understand that I may be held personally responsible for any unauthorized disclosure of information.

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Employee Name (Print)

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Employee Title (Print)

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Signature of Employee

Date

Approvals:

Classified Senate: December 13, 2010

Cabinet: March 31, 2011

# AP 7160 Professional Development

## References:

**ACCJC Accreditation Standard III.A.5;  
Education Code Sections 87767, 88220, and 88227**

The District shall establish a professional development committee to oversee professional development activities consistent with the Educational Master Plan and District strategic priorities. Needs assessment surveys will be conducted to identify professional development needs among employees.

Professional Development activities will be planned and presented based on the results of the needs assessments and institutional priorities. Professional Development activities will be evaluated and the results will be used to improve programs and activities to ensure District and employee needs are being met.

Professional development activities, guidelines and processes including information about the flex program are published on the College website.

Consistent with Chancellor's office flex program requirements, professional development activities may include, but are not limited to:

- Improvement of teaching
- Improvement of services to students
- Institutional effectiveness
- Maintenance of current academic and technical knowledge and skills
- Training to meet institutional needs and priorities
- Development of innovations in instructional and administrative techniques and program effectiveness
- Computer and technological proficiency programs
- Instructional technology
- Health and Safety activities
- Training that is required by laws, codes and regulations
- Training in critical race theory, critical gender theory, and general sensitivity training

## Approvals:

Academic Senate: October 12, 2022

Classified Senate: None

Cabinet: November 2, 2022

# **AP 7211 Equivalency and Minimum Qualifications for Faculty and Administrators**

Reference:

**Title 5, Sections: 53400, et seq.; Education Codes: 87001, 87003, and 87743.2; ACCJC Accreditation Standard III.A.2-4**

## **PURPOSE**

It is the position of the Feather River College Academic Senate, in the interest of outlining an equity-minded Equivalency policy, that the College provide teaching opportunities by granting Equivalency to those with applicable life experiences validating their expertise. The College recognizes that not all persons have equal access to higher education though they might otherwise qualify to teach specific courses. The Academic Senate considers it prudent and appropriate to honor such origins and experiences, and to acknowledge such obstacles facing those who would under different protocols qualify as successful instructors for the College's students. The following Equivalency Procedure is to be used to determine when an applicant for a faculty position, although lacking the exact degree or experience in the discipline, nonetheless does possess qualifications equivalent to those in the Disciplines List as determined by the Board of Governors, or an appropriate valid California Community College Credential. The procedure is intended to ensure a fair and objective process for determining when an applicant has the equivalent qualifications. It is not intended to grant waivers for lack of the required qualifications.

- All faculty position announcements will state the required qualifications as specified by the Disciplines List, including the possibility of meeting the equivalent of the required degree or experience.
- District application forms for faculty positions will ask applicants to state whether they meet the minimum qualifications of the Disciplines List or whether they believe they met the equivalent. Those claiming equivalency will then be asked to state their reasons and to present evidence. It will be the responsibility of the applicant to supply all evidence and documentation for the claim of equivalency at the time of application.
- All degrees and units shall be from accredited institutions per Education Codes: 70901(b)(I)(B) and 87356.

## **EQUIVALENCY COMMITTEE**

The Equivalency Committee shall be established to fulfill the requirement of Education Code Section 87539, which states that the equivalency process "shall include reasonable procedures to ensure that the governing board relies primarily upon the advice and judgment of the Academic Senate to determine that each individual employed under the authority granted by the regulations possesses qualifications that are at least equivalent to the applicable minimum qualifications...."

The Academic Senate Equivalency Committee shall:

- Include the lead faculty member (selected by the Division Chair) in the discipline, Division Chair, Academic Senate President, and the Chief Instructional Officer (Chair).
  - If the lead faculty member is the Division Chair, an additional faculty member in a closely allied field will be selected by the Academic Senate President to serve on the committee.
  - If there is no lead faculty member in the discipline, a faculty member in a closely allied field will be selected by the Division Chair to serve on the committee.
- Use the *Equivalency Assessment Criteria* in reviewing evidence submitted by the applicant to decide whether or not the candidate possesses qualifications at least equivalent to the minimum qualifications for the discipline.
- Be available to review each equivalency application, transcripts, and other materials submitted by candidates to determine that the candidate meets the minimum qualifications.
- Grant an equivalency by majority vote of the Equivalency Committee. The lead faculty member or the selected faculty member from a closely allied field must be present for voting.
- Provide a statement describing the basis and criteria used in granting or denying the equivalency.
- Forward all equivalency determinations to the Academic Senate, Superintendent/President and the Board of Trustees for approval.

**A. EQUIVALENCY GUIDELINES FOR CREDIT COURSES FOR DISCIPLINES REQUIRING THE MASTER'S DEGREE OR EQUIVALENT FOREIGN DEGREE (Title 5 Section: 53410)**

1. Master's degree in a reasonably related discipline, plus 18 units of coursework directly related to the discipline.
- 2a. Bachelor's degree in the discipline, plus 18 units of graduate coursework in a reasonably related discipline or relevant training, professional experience, certification or licensure in the discipline.
- b. Bachelor's degree in a reasonably related discipline, plus 18 units of graduate coursework in the discipline or relevant training, professional experience, certification or licensure in the discipline.

**B. EQUIVALENCY GUIDELINES FOR DISCIPLINES NOT REQUIRING THE MASTER'S DEGREE (Title 5 Section: 53410)**

1. Bachelor's degree in any discipline, plus two years of professional or occupational experience in the discipline. Relevant training, certification or licensure in the discipline may be taken into consideration as equivalent to degrees and/or experience as appropriate.
2. Associate degree in any discipline, plus six years of professional or occupational experience in the discipline. Relevant training, certification or licensure in the discipline may be taken into consideration as equivalent to degrees and/or experience as appropriate.

### **EVIDENCE OF EQUIVALENCY**

If an individual does not meet the minimum qualifications specified in the current version of the *Minimum Qualifications for Faculty and Administrators in California Community Colleges*, published by the Chancellor's office ("Disciplines List"), the applicant may submit appropriate evidence to the college that would be used in establishing an equivalency.

The documentation submitted by the applicant must be reliable and objective, and provide conclusive evidence in the determination of the equivalency per any of the following:

#### A. Educational Background

- Transcripts showing successful completion of coursework from an accredited college or foreign institution.

#### B. Professional/ Occupational Experience

- Relevant professional/occupational experience.

#### C. Accomplishments

- Relevant accomplishments to be considered in the determination of the equivalency (e.g., research publications, professional performances/exhibitions, honors or awards).

#### D. Certifications / Licensures

- Relevant training, certification(s) or licensures with supporting documentation.

### **Note: Per Title 5 Section: 53404**

#### Definition of Experience-

The requirement is for the stated number of years of full-time experience or the equivalent in part-time experience. Unpaid experience may be counted if it entailed responsibilities substantially similar to those of relevant paid positions in the field. Applicants bear the responsibility for verifying all experience by documentation satisfactory to the district.

"Professional experience" includes teaching experience. "Occupational experience" does not include teaching experience.

Definition of Year-

“Year” means that period of time which in that occupation is accepted by contract or general agreement as a regular work year for that occupation on a full-time basis.

Reference: BP #7211, AP #7211 Equivalency Application, Equivalency Committee Assessment Form, Certificate of Equivalency

Approvals:

Academic Policies Committee: March 24, 2021

Classified Senate: September 14, 2021

Academic Senate: May 12, 2021

Cabinet: October 1, 2021

**Feather River College**  
EQUIVALENCY APPLICATION

*If you do not meet the minimum qualifications as stated on the Job Announcement, you must complete this form to claim the equivalent to the minimum qualifications in the discipline. It is the applicant's responsibility to provide a complete application. Incomplete applications will not be considered. In order to fairly evaluate your application, please be detailed and thorough in your documentation. **In addition to this application, please provide a complete resume (or CV) and all transcripts.***

Name: \_\_\_\_\_

Discipline in which you are applying: \_\_\_\_\_

**A. Equivalency for disciplines requiring a master's degree or the equivalent foreign degree:**

1.  Master's degree in a reasonably related discipline, plus 18 units of coursework directly related to the discipline.
  
2.  a. Bachelor's degree in the discipline, plus 18 units of graduate coursework in a reasonably related discipline or relevant training, professional experience, certification or licensure in the discipline.  
  
 b. Bachelor's degree in a reasonably related discipline, plus 18 units of graduate coursework in the discipline or relevant training, professional experience, certification or licensure in the discipline.

**B. Equivalency for disciplines not requiring a master's degree or the equivalent foreign degree:**

1.  Bachelor's degree in any discipline, plus two years of professional or occupational experience in the discipline. Relevant training, certification or licensure in the discipline may be taken into consideration as equivalent to degrees and/or experience as appropriate.
  
2.  Associate degree in any discipline, plus six years of professional or occupational experience in the discipline. Relevant training, certification or licensure in the discipline may be taken into consideration as equivalent to degrees and/or experience as appropriate.

**C. Professional/ Occupational Experience**

List all professional/occupational and relevant experience in the discipline to be considered in the determination of the equivalency, or include on resume/CV.

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**D. Accomplishments**

List all relevant accomplishments to be considered in the determination of the equivalency (e.g., research publications, professional performances/exhibitions, honors or awards), or include on resume/CV.

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**E. Certifications / Licensures**

List all relevant training, certification or licensure in the discipline to be used in the determination of the equivalency, or include on resume/CV. Attach supporting documentation if appropriate.

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I affirm that the above information is a true and accurate account of my education and professional experience.

Applicant Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**Note: Per Title 5 Section: 53404)**

Definition of Experience

The requirement is for the stated number of years of full-time experience or the equivalent in part-time experience. Unpaid experience may be counted if it entailed responsibilities substantially similar to those of relevant paid positions in the field. Applicants bear the responsibility for verifying all experience by documentation satisfactory to the district.

“Professional experience” includes teaching experience. “Occupational experience” does not include teaching experience though can encompass life experience.



#### Definition of Year-

“Year” means that period of time which in that occupation is accepted by contract or general agreement as a regular work year for that occupation on a full-time basis.

FEATHER RIVER COLLEGE  
Equivalency Committee Assessment

1.

**Candidate meets the equivalency requirements for disciplines requiring the Master's degree or the equivalent foreign degree based on the following:**

a. Master's degree in a reasonably related discipline, plus 18 units of coursework directly related to the discipline.

b. Bachelor's degree in the discipline, plus 18 units of graduate coursework in a reasonably related discipline or relevant training, professional experience, certification or licensure in the discipline.

c. Bachelor's degree in a reasonably related discipline, plus 18 units of graduate coursework in the discipline or relevant training, professional experience, certification or licensure in the discipline.

2.

**Candidate meets the equivalency requirements for disciplines not requiring the Master's degree or the equivalent foreign degree based on the following:**

a. Bachelor's degree in any discipline, plus two years of professional or occupational experience in the discipline. Relevant training, certification or licensure in the discipline may be taken into consideration as equivalent to degrees and/or experience as appropriate.

b. Associate degree in any discipline, plus six years of professional or occupational experience in the discipline. Relevant training, certification or licensure in the discipline may be taken into consideration as equivalent to degrees and/or experience as appropriate.

**FEATHER RIVER COLLEGE**  
*DISPOSITION OF EQUIVALENCY APPLICATION*

Applicant's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Equivalency Committee Members:

\_\_\_\_\_  
Lead Faculty Member in discipline (Printed Name)

\_\_\_\_\_  
Division Chair (Printed Name)

\_\_\_\_\_  
Academic Senate President (Printed Name)

\_\_\_\_\_  
Vice-President Instruction/CIO (Printed Name)

Full Discipline Equivalency granted in: \_\_\_\_\_

Please provide a statement describing the basis and criteria used in granting the equivalency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Full Discipline Equivalency denied.

Please provide a statement describing the basis and the criteria used in denying the equivalency.

\_\_\_\_\_  
\_\_\_\_\_

| VOTE |                   |          |        |
|------|-------------------|----------|--------|
|      | Committee Members | Approved | Denied |

|  |                          |                          |
|--|--------------------------|--------------------------|
| _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| Lead Faculty Member in discipline(Signature)     |                          |                          |
| _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| Division Chair (Signature)                       |                          |                          |
| _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| Academic Senate President (Signature)            |                          |                          |
| _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| Vice-President Student Services/CSSO (Signature) |                          |                          |

**The Feather River College Academic Senate and Board of Trustees**  
have established that \_\_\_\_\_  
is certified to teach, having demonstrated Equivalent Preparation  
to the Minimum Qualifications in the discipline of

\_\_\_\_\_

\_\_\_\_\_  
Lead Faculty Member in the Discipline

\_\_\_\_\_  
Dean of Instruction/CIO

\_\_\_\_\_  
Division Chair

\_\_\_\_\_  
Academic Senate President

Certificate No. ###

Date: \_\_\_\_\_

## **AP 7212 Temporary Faculty**

Reference:

**Education Code Sections 87481; 87482; 87482.5; 87482.8**

The District may employ any qualified individual as a temporary faculty member for a complete school year, but not less than one semester during a school year unless the date of rendering first paid service begins during the second semester and prior to March 15th. The employment of these persons shall be based upon the need for additional faculty during a particular semester or year, because a faculty member has been granted leave for a semester or year, or is experiencing long-term illness, and shall be limited, in number of persons so employed, to that need. (Education Code Section 87481)

The District may employ any qualified individual as a temporary faculty member for a complete school year but not less than a complete semester during a school year. The employment of those persons shall be based upon the need for additional faculty during a particular semester because of the higher enrollment of students during that semester as compared to the other semester in the academic year, or because a faculty member has been granted leave for a semester, or year, or is experiencing long-term illness, and shall be limited, in number of persons so employed, to that need. Such employment may be pursuant to contract fixing a salary for the entire semester. No person, shall be so employed for more than two semesters within any period of three consecutive years. (Education Code Section 87482)

Any person who is employed to teach classes for not more than 67 percent of the hours per week that are considered a full-time assignment for regular employees having comparable duties shall be classified as a temporary employee, and shall not become a contract/tenure track employee. Service as a substitute on a day-to-day basis shall not be used for purposes of calculating eligibility for contract or regular status. (Education Code Section 87482.5)

Screening for temporary faculty shall, insofar as possible, be conducted in accordance with District practices and procedures for employment of regular faculty. In particular, there shall be consideration given to principles of selection that assure the greatest opportunity for participation by underrepresented groups as required by District policies and procedures.

Approvals:

Academic Senate: November 9, 2016

Classified Senate: October 17, 2016

Cabinet: February 3, 2017

# **AP 7215 Academic Employees: Probationary Contract Faculty**

Reference:

**Education Code Section 87600 et seq.**

The District shall employ a faculty member for the first academic year of their employment by contract. Any person who, at the time an employment contract is offered to them by the district, is neither a tenured employee of the District nor a probationary employee then serving under a second or third contract shall be deemed to be employed for "the first academic year of their employment."

A faculty member shall be deemed to have completed their first contract year if he or she provides service for 75 percent of the first academic year.

Before making a decision relating to the continued employment of a contract employee, the following requirements shall be satisfied:

- The employee shall be evaluated in accordance with the evaluation standards and procedures established in accordance with Education Code and the Feather River College Federation of Teachers AFT/CFT Local #4615 Collective Bargaining Agreement.
- The board shall receive statements of the most recent evaluations.
- The board shall receive recommendations of the Superintendent of the District
- The governing board shall consider the statement of evaluation and the recommendations in a lawful meeting of the board.

If a contract employee is working under their first contract, the board, at its discretion, shall elect one of the following alternatives:

- Not enter into a contract for the following academic year.
- Enter into a contract for the following academic year.

If a contract employee is working under their second contract, the board, at its discretion, shall elect one of the following alternatives:

- Not enter into a contract for the following academic year.
- Enter into a contract for the following two academic years.

If a contract employee is employed under their third consecutive contract, the Board shall elect one of the following alternatives:

- Employ the probationary employee as a tenured employee for all subsequent academic years.
- Not employ the probationary employee as a tenured employee.

The governing board shall give written notice of its decision and the reasons therefore to the employee on or before March 15 of the academic year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the district personnel office. Failure to give the notice as required to a contract employee under their first or second contract shall be deemed an extension of the existing contract without change for the following academic year.

The governing board shall give written notice of its decision under Section 87609 and the reasons therefore to the employee on or before March 15 of the last academic year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the district personnel office. Failure to give the notice as required to a contract employee under their third consecutive contract shall be deemed a decision to employ them as a regular employee for all subsequent academic years.

Approvals:  
Cabinet: January 15, 2008



## **AP 7216 Academic Employees: Grievance Procedure for Contract Decisions**

Reference:

**Education Code Section 87610.1**

**Feather River College Federation of Teachers AFT/CFT Local #4615 Agreement**

**Feather River College Federation of Teachers Associate Faculty Agreement**

Allegations that the District in a decision to not reappoint a probationary employee violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances.

Allegations that the community college district, in denying tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances.

The grievance procedures are in the collective bargaining agreement between the District and the Feather River Federation of Teachers AFT/CFT, AFL-CIO. Procedures concerning the evaluation of probationary employees are also in the collective bargaining agreement between the District and the Feather River Federation of Teachers AFT/CFT AFL-CIO.

Pursuant to Education Code Section 87610.1 subdivision (a), the faculty union must consult with the Academic Senate prior to bargaining the faculty grievance procedure.

Rules and procedures for academic grievances, for both Associate and Full Time Faculty, shall be found in the Feather River College Federation of Teachers AFT-CFT Local #4615 and Feather River College Federation of Teachers Associate Faculty (AFT-CFT, AFL-CIO) Collective Bargaining Agreements.

Grievance procedures have been developed to provide a prompt and orderly means of resolving contractual issues. A Grievance is a formal allegation by a grievant that the grievant had been adversely affected by a misinterpretation, a misapplication, or a violation of a specific section or article of the contract. A grievant may be any member of the bargaining unit covered by the terms of the contract. Grievances are typically filed with the first level manager or the immediate supervisor (outside of the bargaining unit) having direct jurisdiction over the grievant.

Grievances may be lodged by a faculty or associate faculty member (here after noted as faculty member), by a faculty member accompanied by a representative, through a Federation representative or by a Federation representative in the name of the federation.

Approvals:

Academic Senate: February 8, 2023

Classified Senate: None

Cabinet: April 5, 2023

## **AP 7231 Seniority**

Reference:

**Education Code Section 87743 et seq.; 88017(b); 88177; 88127**

Rules and procedures for establishing seniority for faculty, associate faculty, and classified staff shall be found in the Feather River College Federation of Teachers AFT/CFT Local #4615, Feather River College Federation of Teachers Associate Faculty (AFT-CFT, AFL-CIO) and the California School Employee Association Plumas/Feather River Collective Bargaining Agreements.

Approvals:

Cabinet: January 15, 2008

## **AP 7232 Classification Review**

Reference:

**Education Code Section 88001; 88009**

Every position in the classified service in the District shall be assigned a classification. These classifications will determine the salary levels that shall be applied to these positions.

Review of class specifications shall be undertaken as needed to revise and update the duties and/or responsibilities of positions in the classified service.

Permanent classified employees or district managers may request a review of a job classification where there have been significant changes in duties. The process for review is included in the California School Employee Association Plumas/Feather River Collective Bargaining Agreement.

Approvals:

Cabinet: January 15, 2008

## **AP 7233 Claims for Work out of Classification**

Reference:

**Education Code Section 88010**

Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the Board unless the duties reasonably relate to those fixed for the position, for any period of time that exceeds five working days within a 20-calendar-day period except as authorized in these procedures.

An employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days if their salary is adjusted upward for the entire period he or she is required to work out of classification and in amounts that will reasonably reflect the duties required to be performed outside their normal assigned duties.

Refer to the California School Employee Association Plumas/Feather River Collective Bargaining Agreement for assessing and processing claims for work out of classification.

Approvals:

Cabinet: January 15, 2008

## AP 7234 Overtime

Reference:

**Education Code Section 88027; 88028; 88029; 88030**

Rules and/or procedures regarding overtime earned and paid to permanent classified staff shall be found in the California School Employee Association Plumas/Feather River Collective Bargaining Agreement. All other persons (not governed by the CSEA Collective Bargaining Agreement) shall adhere to the following:

Overtime is defined to include any time required to be worked in excess of eight hours in any one day and in excess of 40 hours in any calendar week. If the Board establishes a workday of less than eight hours but seven hours or more and a workweek of less than 40 hours but 35 hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime.

The foregoing provisions do not apply to:

- classified positions for which a workday of fewer than seven hours and a workweek of fewer than 35 hours has been established,
- positions for which a workday of eight hours and a workweek of 40 hours has been established, but in which positions employees are temporarily assigned to work fewer than eight hours per day or 40 hours per week when such reduction in hours is necessary to avoid layoffs for lack of work or lack of funds and the consent of the majority of affected employees to such reduction in hours has been first obtained.

For the purpose of computing the number of hours worked, time during which an employee is excused from work because of paid holidays, paid sick leave, paid vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. Unpaid leaves are not counted in the calculation for overtime.

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of their workweek, be compensated for at a rate equal to 1 1/2 times the regular rate of pay of the employee designated and authorized to perform the work.

Persons serving in supervisory, administrative, or executive positions (as defined under the Fair Labor Standards Act or FLSA) shall be excluded from these procedures regarding overtime.

Approvals:

Cabinet: January 15, 2008

## **AP 7235 Probationary Period – Classified Employees**

Reference:

### **Education Code Sections 8013**

The FRCCD Board establishes a probationary period pursuant to local bargaining agreements and non-represented employees policies/procedures.

Approvals:

Cabinet: October 6, 2011

## **AP 7236 Substitute and Short-term Employees**

Reference:

**Education Code Sections 88003, 88001**

"Substitute employee" means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment for not more than 60 calendar days of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

"Short-term employee" means any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent of a school year.

Approvals:

Cabinet: October 6, 2011

## AP 7237 Voluntary Remote Work

Central to every decision regarding a remote work request is a belief that relationships, and service to students and our community are central to who we are as an institution and the majority of our operations are ideally conducted on-campus. We also exist in a unique employment environment and appreciate having the option for remote work when the needs of students, employees, or the community might otherwise go unmet.

### Eligibility and Approval

- Classified, confidential, administrators, and management employees are eligible to request voluntary remote work.
- Current, satisfactory performance evaluation.
- All requests require the approval of the Superintendent/President.
- Requests must be submitted utilizing the designated application and no employee may commence working remotely prior to approval.
- Every effort will be made to review and respond to requests within thirty (30) days of the supervisor's receipt of the request.
- A denied request may not be submitted for reconsideration (for the same type of request) for a minimum of six (6) months.
- Approved hybrid and fully remote requests must be reviewed and renewed (if appropriate) every twelve (12) months.
- Approval for requests is provided with the understanding that the employee may be required to attend on-campus meetings and events that otherwise conflict with the agreed upon remote work arrangement.
- Requests for hybrid or fully remote work will be carefully evaluated to determine the potential impacts to services to students, and department/college operations. Employee and supervisor suitability for remote work will also be carefully considered. Approval of hybrid or fully remote work arrangements is reserved for exceptional circumstances where a compelling case can be made that approval is in the best interest of students and the institution.

### Definitions

**Emergency/As-Needed Remote** - an employee is approved to perform their work from a worksite not under the control of the employer in response to unplanned or emergency circumstances. For example, when a child is ill and must stay home from school.

**Temporary Remote** - an employee is approved to perform their work from a worksite not under the control of FRC under specific circumstances, for a defined period. For example, an employee approved to work from home in order to focus on completion of a specific task.

**Hybrid Remote** - a regularly scheduled portion of the employee's work is performed from a worksite not under the control of FRC.



**Fully Remote** - the employee's work is performed exclusively, or near exclusively, from a worksite not under the control of FRC.

## **Determination**

Employee requests to voluntarily work remotely will be made taking into consideration a variety of factors including, but not limited to:

- The viability of performing required duties remotely in a satisfactory way
- Impacts to service to students
- Impacts to department operations and balance of workload among employees
- Impacts to on-campus student supervision and animal caretaking
- Department scheduling and coverage of operating hours
- Worker's compensation and state tax implications
- Monitoring productivity and performance
- Coverage for tasks that can't be completed remotely
- Information security and IT equipment
- Statutory requirements (i.e. staffing ratios, deadlines, etc.)
- Suitability of the non-FRC workplace (safety, security, etc.)
- Remote work is not a substitute for childcare outside of approved Emergency/As-Needed or Temporary Remote requests, provided work can still be completed satisfactorily.
- Supervisory responsibilities and expectations (being supervised and supervising others)
- The requesting employee's current performance
- Availability of candidates to fill position vacancies
- Availability of specialized knowledge or skill set

## **Equipment and Expenses**

Employees participate in this program voluntarily and do so with the understanding that they are in possession of the necessary technology to perform their work satisfactorily. Additionally, given the voluntary nature of the request, employees are responsible for any expenses incurred in doing so.

Mileage reimbursement will not be provided for travel to/from the remote workplace and campus.

## **Health and Safety**

If an employee incurs a work-related injury in the approved workspace during remote work hours, workers' compensation laws and rules apply just as they would if such an injury occurred at a District controlled worksite. However, if the injury occurs in another portion of the home, even if during remote work hours, it will not be covered under workers' compensation laws. Procedures and requirements for reporting workplace injuries remain the same regardless of whether or not the employee was working remotely at the time of the injury.

**Remote Work in Lieu of Leaves**

Medical leave is intended for rest and recovery and requests to work remotely in lieu of taking medical leave for a health condition of the employee will be carefully evaluated and approved conditionally, only in unusual circumstances.

Requests to work remotely in lieu of taking other types of leave will be carefully evaluated to understand how and when work will be completed during the period requested in order to determine the viability of the request and any potential impacts to student service or other employees.

**Special Compensation**

Requests to work remotely that cause the employee to incur overtime, call-back pay, shift differentials, or other types of non-regular, special compensation, are prohibited.

Approvals:

Academic Senate: November 8, 2023

Classified Senate: October 26, 2023

Cabinet: December 11, 2023

## **AP 7240 Confidential Employees**

Reference:

**Government Code Section 3540.1 subdivision (c)**

Confidential employees shall receive the same salary and health benefits as non-confidential employees who work under the same job titles or, in the case of classified employees, who work in the same classifications.

The Superintendent/President and Director of Human Resources/EEO shall develop terms and conditions of employment for confidential positions through annual consultation with the confidential group.

Terms and conditions for the confidential group can be found in the Confidential Employees Handbook.

Reference Updated: July 11, 2018

Reference: BP #7240

Approvals:

Academic Senate: March 14, 2018

Classified Senate: February 26, 2018

Cabinet: May 3, 2018

## **AP 7250 Educational and Classified Administrators**

References:

**Education Code Sections 72411 et seq., 87002(b), and 87457-87460;  
Government Code Section 3540.1(g) and (m)**

The Superintendent/President shall recommend to the Board of Trustees contractual terms of employment for all administrative employees. Terms of employment may be for one, two or three years yet not to exceed four years in duration. In the absence of a written contract for a particular administrative employee, adopted policies and procedures shall apply; and in the event that the term of a contract with a particular administrative employee has lapsed, the other articles of the contract shall remain in force until changes are adopted by the Board.

Administrative employees employed by appointment or contract pursuant to Education Code 72411 do not become permanent and shall be subject to discipline and/or dismissal as provided by statute and the terms of appointment or contract.

The Superintendent/President shall develop terms and conditions through an annual consultation process with the administrative group.

Terms and conditions of employment for administrators are located in the Management Handbook.

Reference: BP #7250

Approvals:

Academic Senate: March 14, 2018

Classified Senate: February 26, 2018

Cabinet: May 3, 2018

## **AP 7260 Classified Supervisors and Managers**

Reference:

**Education Code Section 72411**

In the absence of a written contract for a particular managerial employee, adopted procedures shall apply.

The Superintendent/President and Director of Human Resources/EEO shall develop terms and conditions of employment through annual consultation with the management group.

Terms and conditions of employment for Classified Supervisors and Managers are located in the Management Handbook.

Reference: BP #7260

Approvals:

Academic Senate: March 14, 2018

Classified Senate: February 26, 2018

Cabinet: May 3, 2018

# **AP 7270 Student Workers**

References:

**Education Code Sections 69960(f) and 88003**

The following conditions shall apply to student workers:

## **Eligibility for Employment:**

1. Student workers must be enrolled in six (6) or more units during the semester of employment.
2. Student workers enrolled for the fall semester may work beginning July 1. Student workers enrolled for the spring semester may work until June 30. Student workers enrolled for both spring and fall semesters may work the entire summer break period. Certain funding sources may require student workers to be enrolled in summer courses.

## **Terms of Employment:**

1. Students wishing employment shall apply to open positions for initial employment with the District. Job descriptions and expectations shall be provided during the interview. Selection of student workers is at the discretion of the supervisor.
2. During the fall and spring semester student workers can work up to 20 hours a week. Certain exceptions can be made by the Chief Student Services Office (CSSO).
3. During the winter intersession and summer break student workers not currently taking classes may work fulltime as needed and at District discretion.
4. All student worker positions shall be paid at the current California minimum wage. Exceptions to the minimum wage may be made for off campus employment.
5. All student worker positions are temporary "at will" and based upon District needs. Student workers may be released from employment at any time for any legal reason, but particularly for lack of performance or attendance.

Approvals:

Academic Senate: October 11, 2017

Classified Senate: June 19, 2017

Cabinet: November 2, 2017

## **AP 7320 Consensual Amorous Relationships**

### **Reference:**

**Government Code Section 12920 et seq., 12940 et seq., 1090 et seq.**

The Feather River Community College District promotes an atmosphere of professionalism based on mutual trust and respect. The integrity of interaction among faculty, staff, students, and volunteers must not be compromised. Consensual amorous relationships are prohibited in certain instances as outlined below.

For purposes of this policy, consensual amorous relationships exist when individuals mutually and consensually understand a relationship to be romantic and/or sexual in nature. Evaluative or supervisory authority exists when one participant is personally involved in evaluating, assessing, grading, overseeing District-sanctioned activities, or otherwise determining another participant's academic or employment performance, progress, or potential, or working conditions.

Consensual amorous relationships between members of the District community are covered by this procedure when the following two conditions are met:

- The relationship is between individuals from the campus community of faculty, staff, volunteers, and students, and;
- Because of their respective roles within the District, there is a potential that one individual in the relationship will have supervisory authority over another individual in the relationship which at a minimum creates a conflict of interest. For the purposes of this procedure, supervisory authority is interpreted broadly to include the ability to withhold or provide educational benefits such as grades, course assignments, recommendations, etc. or work-related benefits such as favorable work assignments, schedules, pay, or promotion.

The individual with the evaluative or supervisory authority, or responsibility to provide work direction has an obligation to disclose the consensual amorous relationship immediately to their administrative supervisor and to cooperate with the administrative superior in removing himself or herself from any such evaluative or supervisory activity in order to eliminate the existing or potential conflict of interest. Possible resolutions in the employment setting may include a transfer to another department, or a change in supervisory reporting structure. In the classroom setting, the student could be transferred to another section of the class or independent study arrangements might be made with another instructor.

Failure to fully cooperate, including failure to immediately disclose the existence of the relationship, may lead to disciplinary action as appropriate up to and including termination of employment in the most serious circumstances following appropriate processes for such discipline. Disciplinary action will be administered in accordance with applicable employment contracts.

Reference: BP #7320  
Approvals:  
Cabinet: September 8, 2011



## **AP 7330 Communicable Disease**

References:

**Education Code Sections 87408, 87408.6, and 88021**

For successful applicants for academic positions:

- A medical certificate is required showing that the applicant is free from any communicable disease, including, but not limited to, active tuberculosis, unfitting the applicant to instruct or associate with students.
- The medical certificate shall be submitted by a physician as authorized by code.
- The medical examination is conducted not more than six months before the submission of the certificate and is at the expense of the applicant.
- A contract of employment may be offered to an applicant subject to the submission of the required medical certificate.
- The medical certificate becomes a part of the personnel record of the employee and is open to the employee or their designee.

Reference: BP #7330, AP #7336

Approvals:

Academic Senate: May 3, 2018

Classified Senate: January 22, 2018

Cabinet: May 3, 2018

## **AP 7336 Certification of Freedom from Tuberculosis**

Reference:

**Education Code section 87408.6**

Except as provided herein, no person shall be initially employed by the district in an academic or classified position unless the person has within the last 60 days submitted to a tuberculosis risk assessment developed by the State Department of Public Health and the California Tuberculosis Controllers Association and, if risk factors are present, an examination to determine that he or she is free of active tuberculosis, by medical personnel licensed under the California Business and Professions Code. This examination shall consist of an X-ray of the lungs, or an approved intradermal tuberculin test, that, if positive, shall be followed by an X-ray of the lungs. This examination is a condition of initial employment and the expense shall be borne by the applicant.

The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a physician and surgeon licensed under the Business and Professions Code.

The Director of Human Resources/EEO may exempt, for a period not to exceed 60 days following termination of the pregnancy, a pregnant employee from the requirement that a positive intradermal tuberculin test be followed by an X-ray of the lungs.

Thereafter, employees who are skin test negative, or were not tested because of a lack of risk factors, are required to undergo the foregoing tuberculosis risk assessment and, if risk factors exist, examination at least once each four years upon recommendation of the local health officer for so long as the employee remains skin test negative. Once an employee has a documented positive skin test that has been followed by an X-ray, the foregoing tuberculosis risk assessments and examinations shall no longer be required and referral shall be made within 30 days of completion of the examination to the local health officer to determine the need for follow up care.

If risk factors were present at the tuberculosis risk assessment and an examination occurs, after the examination, an employee shall cause to be on file with the District a certificate from the examining physician and surgeon showing the employee was examined and found free from active tuberculosis.

This procedure shall not apply to any employee of the District who files an affidavit stating that he or she adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization and in accordance with its creed, tenets, or principles depends for healing upon prayer in the practice of religion and that to the best of their knowledge and belief they are free from active tuberculosis. If at any time there should be probable cause to believe that the applicant is afflicted with active tuberculosis, they may be excluded from service until the Director of Human Resources/EEO is satisfied that he or she is not so afflicted.

A person who transfers their employment from another school or community college District shall be deemed to meet the requirements of this procedure if the person can produce a certificate that shows that he or she within the past four years had a tuberculosis risk assessment that showed no risk factors were present or was examined and was found to be free of communicable tuberculosis, or if it is verified by the college previously employing them that it has a certificate on file that contains that showing.

A person who transfers their employment from a private or parochial elementary school, secondary school, or nursery school to the district shall be deemed to meet the requirements of this procedure if the person can produce a certificate as provided for in Section 121525 of the Health and Safety Code that shows that he or she within the last four years had a tuberculosis risk assessment that showed no risk factors were presented or was examined and was found to be free of communicable tuberculosis, or if it is verified by the school previously employing them that it has the certificate on file.

Reference: BP #7330, AP #7330

Approvals:

Academic Senate: April 11, 2018

Classified Senate: December 18, 2017

Cabinet: May 3, 2018

## **AP 7337 Fingerprinting**

Reference:

**Education Code Sections 87013 and 88024; Health and Safety Code Section 1596.871; Penal Code Sections 11102.2 and 11077.1**

The Director of Human Resources/EEO will designate one or more employees to receive, store, disseminate, and destroy criminal records furnished by the California Department of Justice, and to serve as the contact for the California Department of Justice for related issues. Any such employee must be confirmed by the California Department of Justice as required by law and pursuant to California Department of Justice procedures. The Director of Human Resources/EEO will notify the California Department of Justice when a designated employee no longer serves in that capacity.

The Director of Human Resources/EEO will ensure that criminal history record information is destroyed once the District's business need for the information is fulfilled.

### **Classified Employees**

The District, within 10 working days of date of employment, shall require each person to be employed, or employed in, a nonacademic position, will undergo a Live Scan at a law enforcement agency or a Live Scan authorized vendor..

The fee for the service is as determined by the state Department of Justice to be sufficient to reimburse the department for the costs incurred in processing the application, and at the point of the Live Scan fingerprint collection.

The fee is not reimbursed to an applicant who submits fingerprints in accordance with these procedures and who is subsequently hired by the District within 30 days of the application.

Live Scans forwarded to the Department of Justice are those of a person already in the employ of the Governing Board, the District pays the fee required by this section. The fee shall be a proper charge against the general fund of the District, and no fee shall be charged the employee.

Substitute and temporary employees employed for less than a school year are exempted from these procedures.

### **Academic Employees**

Whenever the District employs a person in an academic position and that person has not previously been employed by a school or community college district in this state, the District, within 10 working days of the person's date of employment, requires the individual to undergo a Live Scan at a law enforcement agency or a Live Scan authorized vendor.

The law enforcement agency, upon receipt of information from the Department of Justice, excerpts from the history all information regarding any convictions of the employee and shall forward that information to the District.

### **Child Development Center**

The following individuals providing services in a childcare center shall provide fingerprint identification in order for the District to obtain either a criminal record clearance or a criminal record exemption from the State Department of Social Services before the individual's initial presence in a child day care facility:

- Adults responsible for administration or direct supervision of staff.
- Any person, other than a child, residing in the facility.
- Any person who provides care and supervision to the children.
- Any staff person, volunteer, or employee who has contact with the children.

Employees of the District who have completed a criminal record clearance as a condition of employment are not subject to this requirement.

The following individuals are exempt from the fingerprint identification requirement under the following conditions:

- A volunteer providing time-limited specialized services, if this person is directly supervised by the licensee or a facility employee with a criminal record clearance or exemption, the volunteer spends no more than 16 hours per week at the facility, and the volunteer is not left alone with children in care.
- A student enrolled or participating at an accredited educational institution if the student is directly supervised by the licensee or a facility employee with a criminal record clearance or exemption, the facility has an agreement with the educational institution concerning the placement of the student, the student spends no more than 16 hours per week at the facility, and the student is not left alone with children in care.
- A volunteer who is a relative, legal guardian, or foster parent of a client in the facility.
- A contracted repairperson retained by the facility, if not left alone with children in care.

Approvals:

Academic Senate: May 13, 2020

Classified Senate: February 20, 2020

Cabinet: May 5, 2021

## **AP 7340 Leaves**

Reference:

**Education Code Sections 87763 et seq. and 88190 et seq.; Labor Code Section 234 and 246**

Sick leave, personal necessity leave, sabbatical leave, birth and adoption leave, bereavement leave, industrial accident and illness leave, jury service leave, catastrophic leave, military leave, leave of absence without pay, leave of absence for retraining and study, and family care and medical leave are outlined in the respective collective bargaining agreements and Unrepresented Employees Policies/Procedures.

Employees are responsible for completing and filing the Leave Request/Report of Absence Form at the earliest possible date as outlined in the Collective Bargaining Agreements and Unrepresented Employee Policies/Procedures. Information relative to absences and leaves shall be made a matter of record included in the individual's personnel file.

Student workers, short-term, and substitute employees shall earn paid sick leave at a rate of one hour per every 30 hours worked which shall be available for use beginning on the 90<sup>th</sup> day of employment. Sick leave accruals shall be limited to a maximum of 24 hours per each 12 months worked. Unused sick leave will carry over to the following 12 months worked however the total accrual shall not exceed 48 hours of paid sick leave.

Reference: BP #7340

Approvals:

Academic Senate: February 8, 2023

Classified Senate: None

Cabinet: April 5, 2023

## **AP 7341 Sabbaticals**

Reference:

**Education Code Sections 87767 et seq.**

The District may grant a leave of absence for study and travel (sabbatical) to any academic employee who has rendered service to the District for at least six consecutive years preceding the granting of the leave, but not more than one such leave of absence shall be granted in each six-year period.

The standards of service that shall entitle the employee to the leave of absence are documented in the respective Collective Bargaining Agreement(s).

No absence from the service of the District under a leave of absence, other than another sabbatical leave, shall be deemed a break in the continuity of service required by this section, and the period of the absence shall not be included as service in computing the six (6) consecutive years of service required by this section.

Service under a nationally recognized fellowship or foundation approved by the FRCCD Board of Trustees, for a period of not more than one (1) year, for research, teaching or lecturing shall not be deemed a break in continuity of service, and the period of the absence shall be included in computing the six (6) consecutive years of service required by this section.

Every employee, as a condition to being granted a leave of absence pursuant to this procedure, shall agree in writing to render a period of service to the District following their return from the leave of absence that is at least two (2) years in duration.

Approvals:

Cabinet: October 6, 2011

## **AP 7342 Holidays**

Reference:

**Education Code Sections 79020**

Holiday designation is explained in detail in the respective Collective Bargaining Agreements, Unrepresented Employees Policies/Procedures, and the applicable Academic Calendar(s).

Approvals:

Cabinet: October 6, 2011



## **AP 7343 Industrial Accidents and Illness Leave**

Reference:

**Education Code Sections 87787, 88192**

### **Academic Employees**

Academic employees shall be entitled to not less than 60 days leave on account of an industrial accident or illness in any one fiscal year for the same accident.

Allowable leave shall not be accumulated from year to year.

Industrial accident or illness leave shall commence on the first day of absence.

When an academic employee is absent from their duties on account of an industrial accident or illness, the employee shall be paid the portion of the salary due them or her for any month in which the absence occurs when added to their temporary disability indemnity under the Labor Code will result in a payment to the employee of not more than their full salary. "Full salary," shall be computed so that it shall not be less than the employee's "average weekly earnings" defined in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same illness or injury.

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and, for the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the employee continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to the employee of not more than their full salary.

During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by the salary warrants.

### **Classified Employees**

Classified employees shall be entitled to not less than 60 days leave on account of an industrial accident or illness, in any one fiscal year for the same accident.

Allowable leave shall not be accumulative from year to year.

Industrial accident or illness leave of absence will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code Section 88191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

During all paid leaves of absence, whether industrial accident leave as provided in this procedure, sick leave, vacation, compensated time off or other available leave provided by law or the action of the District, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorize contributions. Reduction of entitlement to leave shall be made only in accordance with this procedure.

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the regular duties of the position, the person, if not placed in another position, shall be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

The District requires that employees satisfactorily complete their probationary period before the benefits provided by this section are made available.

An employee who has been placed on a reemployment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

Reference: BP #7340, AP #7340

Approvals:

Academic Senate: January 10, 2018  
Classified Senate: June 19, 2017  
Cabinet: March 1, 2018

## **AP 7344 Notifying District of Illness**

Reference:

**Education Code Sections 79020**

Employees are required to notify the District of an absence due to illness in accordance with their Collective Bargaining Agreements and/or applicable Policies/Procedures.

Approvals:

Cabinet: October 6, 2011

## **AP 7345 Catastrophic Leave Program**

Reference:

**Education Code Sections 87045**

The FRCCD Board of Trustees is authorized to grant additional leave in accordance with Education Code Section 87045.

In the event of catastrophic illness or injury, the District agrees to provide catastrophic leave to an employee in accordance with the relative Collective Bargaining Agreements and applicable Non Represented Employee Procedures/Policies.

Board Policy: #7345

Approvals:

Cabinet: October 6, 2011

## **AP 7346 Employees Called to Military Duty**

Reference:

**38 U.S.C. Section 4301 et seq.; Education Code Sections 87018, 87700, 87832, 88116; Military and Veteran's Code Section 389 et seq.**

The following applies to any District employee, academic or classified, who enters the active military service of the United States of America or of the State of California, including active service in any uniformed auxiliary of any branch of the military service, during any period of national emergency declared by the President of the United States or during any war in which the United States of America is engaged.

### **Leave**

Upon presentation of a copy of orders for active duty in the Armed Forces, the National Guard, or the Naval Militia, the District shall grant a military leave of absence for the period of active duty specified in the orders, but not to exceed five years for a permanent, probationary, or exempt employee, or for the remainder of a limited-term employee's appointment or a temporary employee's appointment.

### **Salary**

Any District employee called to active duty who has been in the service of the District for at least one year will continue to receive their salary for the first thirty (30) calendar days of ordered military service. Employees who are members of the National Guard will continue to receive salary for the first thirty (30) calendar days of active service regardless of length of service with the District.

In addition, the Feather River Community College District may provide for not more than 180 calendar days as part of the employee's compensation all of the following:

- The difference between the amount of their military pay and allowances and the amount the employee would have received as an employee, including any merit raises that would otherwise have been granted during the time the individual was on active military duty.
- All benefits that they would have received had they not been called to active military duty unless the benefits are prohibited or limited by vendor contracts.

Employees returning from military leave shall have their salary adjusted to reflect salary increases that are not based on merit.

### **Health Benefits**

An employee on military leave for less than 31 days shall continue to receive health insurance benefits.

Employees on leave for longer than thirty (30) days may elect to continue health care coverage for themselves and their eligible dependents for a maximum period of twenty-four (24) months.

Returning veteran employees whose coverage was terminated because of military leave will not be subject to any exclusion or waiting period prior to reinstatement of health coverage.

### **Vacation and Sick Leave**

Employees on military leave accrue any benefits the District provides to other employees, e.g. if employees on other approved leaves are permitted to accrue vacation or sick leave, employees on military leave will do so as well.

Employees on military leave shall accrue any benefits afforded by any collective bargaining agreement negotiated during their absence.

Any employee on temporary military leave for training who has worked for the District for at least one year shall continue to accrue vacation, sick leave and holiday privileges up to a maximum period of 180 days.

### **Reinstatement**

An employee on active duty military leave shall be entitled to return to the position held by them at the time of their entrance into the service within six months after the employee honorably leaves the service or is placed on inactive duty.

In the case of a contract academic employee, absence on military leave shall not count as part of the service required for the acquisition of tenure, but the absence shall not be construed as a break in the continuity of service. If the employee was employed by the District for more than one year, but had not yet become a regular academic employee of the District, they are entitled to return to the position for the period of time their contract of employment had to run at the time they entered military service.

In the case of an academic employee, absence on military leave shall not be construed as a break in the continuity of service.

In the case of a classified employee, absence on military leave shall not be construed as a break in the continuity of service.

Approvals:

Academic Senate: April 8, 2020

Classified Senate: January 16, 2020

Cabinet: May 7, 2020

## **AP 7348 Accommodations**

### References:

**29 U.S. Code Section 207(r); 42 U.S. Code Sections 12101 et seq.; 42 U.S. Code Sections 2000e et seq.; 29 Code of Federal Regulations Parts 1605.1 et seq.; Government Code Sections 12926, 12940, and 12945; Labor Code Sections 230 and 1030 et seq.; Title 2 Sections 11040 et seq., 11050, et seq., and 11060 et seq.**

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

- qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions;
- employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;
- employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

### **For Disabilities:**

The District has an affirmative duty to provide reasonable accommodations to applicants or employees with disabilities unless the timely, good faith interactive process reveals that there is no reasonable accommodation that will allow the applicant or employee to perform essential job functions without causing the agency undue hardship or without presenting a direct threat to the health and safety of himself/herself or others.

### **For Pregnancy and Related Medical Conditions:**

The District must provide an interactive process to assess reasonable accommodations, in addition to leave rights, to employees disabled by pregnancy and related medical conditions.

### **For Victims of Domestic Violence, Sexual Assault, or Stalking:**

Effective January 1, 2014, the District also has an affirmative duty to provide reasonable accommodations to employee-victims of domestic violence, sexual assault, or stalking, that would protect the safety of the employee-victim while at work. As is the case with disability-related accommodations, the law requires a timely, good faith interactive process. The goal is to identify safety-related accommodations that do not cause undue hardship and that do not compromise the safety and health of all employees. Like the interactive process for disabilities, the agency has the duty to restart the interactive process if the employee requests new accommodation(s) due to changed circumstances.

### **For Religious Belief or Observance:**



Unlike the other categories identified above, there is no legal requirement that the employer must use an interactive process to analyze potential reasonable accommodations of an employee's religious beliefs or observance, including religious dress or grooming practices. Accommodation for religious belief is included here because the law does require an employer to provide a reasonable accommodation unless the agency can prove an undue hardship. In addition, the employer is required to prove that it has explored any available reasonable alternative means of accommodating the religious belief or observance. Though an interactive process is not legally mandated for religious accommodation, an interactive process meeting is suggested as good practice and is an effective way for an employer to prove that it explored any available reasonable alternative means of accommodating the religious belief or observance.

The District is required to engage in a "timely, good faith, interactive process" with an employee or applicant in response to requests for reasonable accommodation which may involve one or more of the following:

- Disability Accommodation
- Supporting Documentation or Certification
- Reasonable Medical Documentation of Disability
- Interactive Communication or Interactive Process
- Potential Accommodations for Applicants or Employees with Disabilities
- Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions
- Determination Regarding Accommodation
- Certification of Victim Status

The District may require a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his/her safety at work, to provide a written statement regarding the need for the accommodation, and a certification of his/her status as a victim of domestic violence, sexual assault, or stalking. In addition, the District may request recertification of the documentation every six months. If circumstances change and the employee needs a new accommodation, the employer must restart the certification and interactive process.

The District is entitled to request reasonable documentation confirming the existence of a disability, the need for a reasonable accommodation, and the functional limitations or work restrictions that apply to the employee's ability to perform the essential functions of the job. If an employee or applicant provides documentation that does not confirm the existence of a disability, the need for a reasonable accommodation, or his/her functional limitations in performing essential job functions, then the District should explain why the documentation is insufficient and allow the applicant or employee to provide a timely supplement.

### **Interactive Process:**

An effective interactive process provides the means by which an employer and employee determine if a reasonable accommodation is feasible based on the following:

- Analysis of the essential job functions
- Identification of the limitations of the position
- Identification of possible reasonable accommodations
- Consideration of input from the employee or applicant

An accommodation may be requested by the employee, an applicant, or another representative.

A decision regarding the allowance of a proposed accommodation should be made whenever possible within 20 days of the interactive meeting.

Following each interactive meeting, the employer should document the accommodations considered in a letter to the file or a letter to the employee. Documentation should include the following if applicable:

- The interactive meeting date and location.
- Attendees present during the interactive meeting and that the employee was notified of their option to have a representative present who could facilitate finding a reasonable accommodation.
- That the employer was flexible in terms of scheduling the meetings.
- Whether the meeting was tape recorded.
- A list of accommodations suggested during the meeting.
- Responses to the proposed accommodation.
- Whether the meeting resulted in any agreement on a reasonable accommodation.

If an accommodation cannot be agreed upon, the denial must be supported by specific, legitimate reasons.

A periodic review of the status of the accommodation should take place to review the effectiveness of the accommodations, and to review the need to either continue or terminate the accommodation.

### **Lactation Accommodation:**

Employees have the right to request lactation accommodations, and should make the request to the Director of Human Resources/EEO. The Director of Human Resources/EEO will respond to the request.

An overtime-eligible employee who wishes to express breast milk for her infant child during her scheduled work hours will receive additional unpaid time beyond the 15-minute compensated rest period. Employees desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would

seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The District will make reasonable efforts to accommodate employees by providing an appropriate location to express milk in private. The District will attempt to find a location in close proximity to the employee's work area, and the location will be other than a toilet stall. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

Any employee storing expressed milk in any authorized refrigerated area within the work area shall clearly label it as such. No expressed milk shall be stored at the work area beyond the employee's workday.

Approvals:

Academic Senate: March 10, 2021

Classified Senate: November 10, 2020

Cabinet: May 5, 2021

## **AP 7350 Resignations**

Reference:

**Education Code Sections 87730, 88201**

Resignations shall be submitted in writing to the Superintendent/President or Director of Human Resources/EEO who shall inform the Board of Trustees. The Superintendent /President is authorized by the Board to accept the resignation of any employee. Resignations shall be deemed accepted by the Board when accepted in writing by the Superintendent/President. When accepted by the Superintendent/President the resignation is final and may not be rescinded. The last date of service shall not be later than the close of the academic/fiscal year during which the resignation is received by the Superintendent/President.

At least two (2) weeks' notice in writing is requested of any regular employee who may wish to resign. The effective date of the resignation shall be the last day of paid status.

Reference: BP #7350

Approvals:

Academic Senate: October 9, 2013

Classified Senate: February 19, 2013

Cabinet: November 7, 2013

# **AP 7360 Discipline and Dismissal Academic Employees**

Reference:

**Education Code Sections 87623, 87669 and 87732; Government Code Section 1028;**

The College is committed to allowing for informal collegial dialogue to inform any decisions related to disciplinary or dismissal action. Efforts for resolution should normally occur before any discipline processes commence.

## **Causes for Discipline**

A contract or regular employee may be dismissed or penalized for one or more of the following causes:

- Immoral or unprofessional conduct.
- Dishonesty.
- Unsatisfactory performance.
- Evident unfitness for service.
- Physical or mental condition that makes the employee unfit to instruct or associate with students.
- Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the Board of Governors or by the Governing Board of the District.
- Conviction of a felony or of any crime involving moral turpitude.
- Conduct specified in Government Code Section 1028. (i.e., knowing membership in the Communist Party or of any organization which advocates the overthrow of the government of the United States by force or violence.)

## **Placement on Involuntary Paid Administrative Leave Pending Investigation of Misconduct**

An academic employee who is placed on involuntary paid administrative leave and is subject to accusations of misconduct is entitled to be provided with the general nature of the accusations made against them at least two business days before the employee is placed on leave. At least two business days before the employee is placed on involuntary paid administrative leave, the employee shall be notified in writing of the general nature of the allegation or allegations of misconduct upon which the decision to place the employee on leave is based.

The two business day advance notice requirement does not apply in the event of a serious risk of physical danger or other necessity arising from the specific allegations and the employee may immediately be placed on involuntary paid administrative leave. The employee shall be provided with, at minimum, the general nature of the accusations made against them within five business days of the employee being placed on leave.

Within 90 working days of placing an employee on involuntary paid administrative leave, the District should complete its investigation of the accused misconduct and initiate disciplinary proceedings against, or reinstate, the employee, unless the period of paid administrative leave is extended by agreement of the employee and the District. This extension may not exceed 30 calendar days. "Working days" under this procedure means Monday through Friday and does not include weekends and state holidays.

### **Background Checks**

Background checks may be conducted as part of disciplinary or harassment investigations. (Civil Code Sections 1786 et seq. (Investigative Consumer Reporting Agencies Act); 15 U.S. Code Sections 1681 et. Seq. (Fair Credit Reporting Act).)

Advanced notice of discipline/harassment investigations shall be provided to those under investigation. If the investigation results in action that adversely affects the employee, the employee shall receive oral, written, or electronic notice of:

- the adverse action;
- the name, address, and telephone number of the third party agency that furnished the report;
- the employee's right to obtain a free copy of the report; and
- the employee's right to dispute the accuracy or completeness of any of the information in the report.

### **Notice and Appeal**

The District shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least 90 days prior to the date of the filing, the employee against whom the charge is filed has been given written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature of the conduct with specific instances of behavior and with particularity to permit the employee an opportunity to correct their faults and overcome the grounds for the charge. The written notice shall include the most recent evaluation of the employee.

If the Board decides it intends to dismiss or penalize a contract or regular employee, a written statement, signed and verified, shall be delivered to the employee setting forth the complete and precise decision of the Board and the reasons for the decision.

The written statement shall be delivered by serving it personally on the employee or by mailing it by United States registered mail to the employee at the employee's address last known to the District.

If the employee objects to the decision on any ground, the employee shall give written notice of the objection to Superintendent/President of their objection within 30 days of the date of the service of the notice.

Within 30 days of receipt of the employee's demand for a hearing, the employee and the Chief Human Resources Officer (CHRO) shall attempt to agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, the Chief Human Resources Officer (CHRO) shall enter into the records of the Governing Board written confirmation of the agreement signed by the employee and an authorized representative of the district. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.

If within 30 days of the receipt of the employee's demand for hearing, no written agreement has been reached between the employee and the district regarding appointment of an arbitrator, the District will certify the matter to the California State Office of Administrative Hearings and request the appointment of an administrative law judge.

Upon appointment, the arbitrator or the Administrative Law Judge shall conduct the proceedings in accordance with the California Administrative Procedures Act, except that the right of discovery shall not be limited to those matters set forth in Government Code Section 11507.6 but shall include the rights and duties of any party in a civil action brought in a superior court. In all cases, discovery shall be completed prior to one week before the date set for hearing.

The arbitrator or Administrative Law Judge shall determine whether there is cause to dismiss or penalize the employee. If the arbitrator finds cause, the arbitrator shall determine whether the employee shall be dismissed, the precise penalty to be imposed, and whether the decision should be imposed immediately or be postponed.

No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to matters that occurred more than four years prior to the date of the filing of the notice. Evidence of records regularly kept by the District concerning the employee may be introduced, but no decision relating to the dismissal or suspension of any employee shall be made based on charges or evidence of any nature relating to matters occurring more than four years prior to the filing of the notice.

The decision of the arbitrator or Administrative Law Judge will be made in writing and provided to all parties.

Reference: BP #7360

Approvals:

Academic Senate: February 8, 2023

Classified Senate: None

Cabinet: April 5, 2023



## **AP 7365 Discipline and Dismissal Classified Employees**

Reference:

**Education Code Sections 88013, Government Code Sections 3300 et. seq.**

### **Grounds for Discipline:**

A permanent member of the classified service shall be subject to disciplinary action, including but not limited to, oral reprimand, written reprimand, reduction in pay, demotion, suspension, or discharge, for any of the following grounds:

- Fraud in securing employment or making a false statement on an application for employment.
- Incompetence, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time,
- Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within their position.
- Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.
- Dishonesty involving employment
- Being under the influence of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs in your biological system while on duty which would impact your ability to do your job.
- Excessive absenteeism.
- Inexcusable absence without leave.
- Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
- The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Office of Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline, or the determination if such conviction is an offense involving moral turpitude, is deemed to be a conviction within the meaning of this section.
- Discourteous treatment of the public or other employees.
- Improper or unauthorized use of District property.
- Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment.
- Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
- Inattention to duty, tardiness, indolence, carelessness, or negligence in the care and handling of District property.
- Violation of the rules and regulations published in any department.

- Mental or physical impairment that render the employee unable to perform the essential functions of the job with or without reasonable accommodation, or without presenting a direct threat to the health and safety of self or others.
- Acceptance from any source of a reward, gift, or other remuneration in addition to the employee's regular compensation for the performance of their official duties.
- The refusal of any officer or employee to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause or inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient grounds for the immediate discharge of such officer or employee.
- Willful violation of any of the provisions of the ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the District.
- Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or the dissemination of political material of any kind while on duty and/or during working hours.
- Working overtime without authorization.

### **Background Checks:**

Background checks may be conducted as part of disciplinary or harassment investigations (Civil Code Sections 1786 et. seq. (Investigative Consumer Reporting Agencies Act); 15 U.S. Code Sections 1681 et. seq. (Fair Credit Reporting Act).) Advanced notice of discipline/harassment investigations shall be provided to those under investigation. If the investigation results in action that adversely affects the employee, the employee shall receive oral, written, or electronic notice:

- the adverse action;
- the name, address and telephone number of the third party agency that furnished the report;
- the employee's right to obtain a free copy of the report; and
- the employee's right to dispute the accuracy or completeness of any of the information in the report.

### **Disciplinary Actions:**

Disciplinary action taken by the District against a permanent member of the classified service may include, but not be limited to oral reprimand, written reprimand, and the following:

- **Reduction in pay or demotion** – The District may reduce the pay or demote an employee whose performance of the required duties falls below standard, or for misconduct.
- **Suspension** – An employee may be suspended for disciplinary purposes without pay.
- **Discharge** – A permanent member of the classified service may be discharged for just cause at any time. Formal written notice of discharge may be made after considered action during a period of suspension.

**Procedure for Disciplinary Action and Appeal:**

The District may, for disciplinary purposes, suspend, demote or terminate any employee holding a position in the classified service. Demotion shall include reduction in pay from a step within the class to one or more lower steps.

For classified employees suspended, demoted, or discharged the District shall follow a pre-disciplinary procedure as follows:

**Notice of Intent:** Whenever the District intends to suspend an employee, demote the employee, or dismiss the employee, the employee shall be given a written notice of discipline which sets forth the following:

- The disciplinary action intended
- The specific charges upon which the action is based;
- A factual summary of the grounds upon which the charges are based;
- A copy of all written materials, reports, or documents upon which the discipline is based;
- Notice of the employee's right to respond to the charges either orally or in writing to the appropriate manager;
- The date, time and person before whom the employee may respond in no less than five working days;
- Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

**Response by Employee:** The employee shall have the right to respond to the appropriate manager orally and/or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, or dismissal, the employee's response will be considered before final action is taken.

**Final Notice:** After the response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: 1) dismiss the notice of intent and take no disciplinary action against the employee; or 2) modify the intended disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action. T

The final notice of disciplinary action shall include the following:

- The disciplinary action taken;
- The effective date of the disciplinary action taken;
- Specific charges upon which the action is taken;
- A factual summary of the facts upon which the charges are based;

- The written materials, reports and documents upon which the disciplinary action is based;
- The employee's right to appeal.

**Appeal and Request for Hearing:** If the classified employee, having been issued the final notice of disciplinary action, wants to appeal the action, they shall within ten calendar days from the date of receipt of the notice, appeal to the Governing Board by filing a written answer to the charges and a request for hearing with the Director of Human Resources/EEO

**Time for Hearing:** The Governing Board shall, within a reasonable time from the filing of the appeal, commence the hearing. The Board may conduct the hearing itself, or it may secure the services of an experienced hearing officer or Administrative Law Judge, mutually selected by the District and the employee, to conduct a hearing and render a proposed decision for consideration by the Board. However, in every case, the decision of the Board itself shall be final. The Board of Trustees may affirm, modify or revoke the discipline. Any employee, having filed an appeal with the Board and having been notified of the time and place of the hearing, who fails to make an appearance before the Board, may be deemed to have abandoned their appeal. In this event, the Board may dismiss the appeal.

**Recording of Proceedings and Costs:** All disciplinary appeal hearings may, at the discretion of either party or the Board of Trustees, be recorded by a court reporter. Any hearing which does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter.

**Conduct of the Hearing:**

- The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but shall be conducted in a manner conducive to the determination of the truth.

Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in a civil action.

- Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- Irrelevant and unduly repetitious evidence may be excluded.

- The Board shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by an informality in the proceedings.
- During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

**Burden of Proof:** In a disciplinary appeal the District has the burden of proof by preponderance of the evidence.

**Proceed with Hearing or Request for Continuance:** Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated.

**Testimony under Oath:** All witnesses shall be sworn in for the record prior to offering testimony at the hearing:

“Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

**Presentation of the Case:** The hearing shall proceed in the following order unless the Board of Trustees, for special reason, directs otherwise:

- The party imposing discipline (District) shall be permitted to make an opening statement.
- The appealing party (employee) shall be permitted to make an opening statement.
- The District shall produce its evidence
- The party appealing from such disciplinary action (employee) may then offer their evidence.
- The District followed by the appealing party (employee) may offer rebutting evidence.
- Closing arguments shall be permitted at the discretion of the Board of Trustees. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of briefs.

**Procedure for the Parties:** The District representative and the employee representative will address their remarks, including objections, to the President of the Board. Objections may be ruled upon summarily or argument may be permitted. The Board reserves the right to terminate argument at any time and issue a ruling regarding an objection or any

other matter, and thereafter the representative shall continue with the presentation of their case.

**Right to Control Proceedings:** While the parties are generally free to present their case in the order that they prefer, the Board reserves the right to control and proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.

**Hearing Demeanor and Behavior:** All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Board of Trustees

**Deliberation Upon the Case:** The Board of Trustees should consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching its decision. The Board may deliberate at the close of the hearing or at a later fixed date and time. In those cases, where the Board has received a proposed decision, the record of the hearing and all documentary evidence shall be available for review by the Board when it deliberates.

**Written Findings, Conclusion, and Decision:** The Board shall render its findings, conclusions and decision as soon after the conclusion of the hearing as possible. A finding must be made by the Board on each material issue. The Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject or modify the disciplinary action invoked against the employee. In those cases, where the Board has received a proposed decision from a hearing officer or Administrative Law Judge, the Board may adopt the proposed decision, modify the proposed decision or render a new decision. If the Board recommends reinstatement of the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence.

**Decision of the Board to be Final:** The decision of the Board of Trustees in all cases shall be final.

**Emergency Suspension:** If an employee's conduct presents an immediate threat to the health and safety of the employee or others, the employee may be suspended without compliance with the provisions of this procedure. However, as soon as possible after suspension, the employee shall be given notice as set forth herein.

**Record Filed:** When final action is taken, the documents shall be placed in the employee's personnel file.

Reference: BP #7365

Approvals:

Academic Senate: December 12, 2018

Classified Senate: February 21, 2019

Cabinet: April 4, 2019

## **AP 7366 Reinstatement**

Reference:

**Education Code Sections 87744 and 88128**

Reinstatement is subject to the minimum standards outlined in the Education Code, the applicable Collective Bargaining Agreements and Non-Represented Employees Policies/Procedures.

Approvals:

Cabinet: October 6, 2011



## **AP 7370 Political Activity**

Reference:

**Education Code Sections 7050 et seq.**

No restriction shall be placed on the political activities of any employee of the District except as provided in board policy and these procedures.

No District funds, services, supplies, or equipment may be used to urge the support or defeat of any ballot measure or candidate, including but not limited to any candidate for election to the governing board.

District resources may be used to provide information to the public about the possible effects of a bond issue or other ballot measure if both the following conditions are met:

- The informational activities are otherwise authorized by the Constitution or laws of the State of California; and
- The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.

Any administrator or board member may appear before a citizens' group that requests the appearance to discuss the reasons why the Board called an election to submit to the voters a proposition for the issuance of bonds, and to respond to inquiries from the citizens' group.

An officer or employee of the District may solicit or receive political funds or contributions to promote the support or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of officers or employees of the District. Such activities are prohibited during working hours, and entry into buildings and grounds of the District during working hours is prohibited. Such activities are permitted during nonworking time. "Nonworking time" means time outside an employees' working hours, whether before or after the work day or during the employees' lunch period or other breaks during the day.

Approved: October 18, 2004

## **AP 7380 Retiree Health Benefits: Academic Employees**

Reference:

**Education Code Sections 7000 et seq.**

The District has multiple academic groups with varying post-retirement health benefits: the Peralta-18, faculty hired after August 20, 1990 and prior to August 1, 1994, and those academic employees hired after July 31, 1994. For details pertaining to the Peralta-18 refer to the PERB Settlement Agreement S-CE-1696. For details on employees hired after 8/20/90 and prior to 8/1/94 refer to the fulltime faculty collective bargaining agreement.

The District shall permit a retired academic employee, or the spouse of a deceased academic employee who retired from any state retirement system, to enroll in its health and welfare benefit plan provided the employee was in a position which required participation in the State Teacher's Retirement System.

To enroll a retired member must have participated in the District's health and welfare benefit plan immediately prior to retirement and enroll at the time of retirement.

This administrative procedure does not apply to the new spouse upon the remarriage of a surviving spouse of a former academic employee.

Participation in any District sponsored health and welfare benefit plan will be at the members own expense and subject to JPA rules.

Reference: BP #7380

Approvals:

Academic Senate: February 11, 2015

Cabinet: March 5, 2015

## **AP 7400 Travel**

Reference:

**Education Code Sections 87032; Government Code Section 11139.8; 2 Code of Federal Regulations Part 200.474**

This procedure sets forth the intent of the District to provide funds for necessary travel, conferences, and meeting expenditures of the staff. No funds shall be expended unless the individual involved is professionally enriched in a manner which will benefit both the individual and the District through the knowledge of information gained, or when such travel is deemed to be necessary in the discharge of the individual's stated duties in the service of the District.

In no case shall the costs for the mode of transportation approved exceed that of regularly scheduled air fare unless authorized by the Superintendent/President.

The rate of compensation for the use of personal vehicles in the service of the District shall be set at the currently approved U.S. Internal Revenue Service (IRS) rate for reimbursement of mileage cost. Compensation for miles traveled by automobile shall not exceed cost of air travel, cab fare, and airport parking fees. District vehicles should be used whenever possible and use of personal vehicles should have prior approval/authorization from the appropriate supervisor.

Expenses for hotel, meals, registration fees, and necessary taxi, etc. shall be reimbursed per District approved per diem rate, if approved prior to being incurred. Procedures for reimbursement of these expenses shall include the filing of appropriate travel and requisition forms with appropriate signatures. At the conclusion of the trips, original receipts must be attached to the authorization forms for reimbursement purposes.

The Superintendent/President shall develop guidelines for approval of expenditures authorized by this procedure. Such guidelines may include requirements for class and duty coverage and timelines for approval.

Government Code Section 11139.8 prohibits a state agency from requiring its employees, officers, or members to travel to, or approving a request for state-funded or sponsored travel to, any state that, after June 26, 2015, has eliminated protections against discrimination on the basis of sexual orientation, gender identity, or gender expression. This prohibition also applies to any state that has enacted a law that authorized or requires discrimination against same-sex couples or their family or on the basis of sexual orientation, gender identity, or gender expression, subject to certain exceptions. The California Community Colleges Chancellor's Office has indicated it will not approve requests from local community college districts to travel to a restricted state. The California Community Colleges Chancellor's Office has also opined that Government Code Section 11139.8 does not apply to local community college districts. However, California law has recognized local community college districts as state agencies for

certain purposes, among those is the community college funding mechanism. Thus, districts should consult with legal counsel in implementing Government Code Section 11139.8.

Reference: BP #7400

Approvals:

Academic Senate: September 6, 2018

Classified Senate: September 20, 2018

Cabinet: November 1, 2018

# AP 7500 Volunteers

Reference:

**Education Code Sections 72401, 87010 87011, and 88249; Government Code 3119.5**

## **Purpose and Scope:**

The purpose of this procedure is to outline the District procedures on volunteers. Each volunteer is subject to the screening process set forth in this policy, with the following exception:

- Volunteers serving in single day college events.
- Individuals serving as volunteers in Associated Students of Feather River College (ASFRC) positions at the college. ASFRC officers are not entitled to defense and indemnity by the District.

The Director of Human Resources/EEO may authorize suspension of the screening process when they believe that this process is not necessary for the volunteers serving in the particular event.

## **General**

The Feather River College Board of Trustees defines a volunteer as an unsalaried person who works at the college or other educational setting to support the efforts of college personnel. As an unsalaried worker, such employees are entitled to the rights and benefits, and are subject to all conditions of the State of California Worker's Compensation Insurance Program.

The District may enter into agreements with outside organizations to provide volunteers to the District to work at college locations. Such agreements will contain appropriate defense and indemnification language to protect the District from liability in connection with the volunteer services.

Pursuant to Government Code Section 3119.5 no person aged 60 years or older may be excluded from volunteer service if the person is physically, mentally and professionally capable of performing the services involved. A person shall be deemed "professionally capable" if they can demonstrate reasonable proficiency or relevant certification and performs their professional duties in accordance with laws, regulations or the technical standards that govern their area of volunteer responsibility.

Volunteers may not be used in lieu of classified employees. The District may not refuse to employ a person in a vacant classified position and use volunteers instead, nor may it abolish any classified positions and use volunteers instead.

## **Screening**

The District shall use a written application form that requires, at a minimum, the volunteer's name, address, phone number, and photo identification.

A volunteer's service record shall be maintained by the District.

Subject to the limitation of this procedure, employees assigned to other positions with the District may serve as volunteers during off-hours.

Fingerprints of each volunteer may be required. Volunteers with on-going assignments and volunteers who interact with minors or will be alone with students shall be required to provide a complete set of fingerprints for the purpose of running a criminal background check. The cost of the background check will be at the expense of the volunteer or the requesting department.

No person may serve as a volunteer in the District if:

- They have been convicted of or if they have charges pending which pertains to any sex offense (as defined in education Code Section 87010), or controlled substance offense (As defined in Education Code Section 87011).
- They have been convicted of a crime and the Director of Human Resources/EEO determines that: the nature of the crime is too serious to serve as a volunteer; the crime was too recent; and/or the crime is inconsistent with obligations in performing assigned duties as a volunteer.
- They have a health condition that would preclude them from satisfactorily performing essential duties of the position
- They make a false statement or omits a statement as to any material fact on the application form.

## **Incidental Expenses**

Persons serving without pay as volunteers may receive reimbursement for incidental expenses.

## **Benefits**

Volunteers are employees of the District only for the purpose of worker's compensation benefits for injuries sustained while engaged in the performance of any service under the direction and control of the District. With the exception of worker's compensation (Education Code Section 82401), volunteers shall serve without any type of compensation or any other benefits granted to District employees. Volunteers shall not be entitled to defense and indemnity from the District.

**Confidentiality:** What volunteers hear and observe about students, families, and staff while volunteering at the college is confidential. Repeating a seemingly harmless

comment can lead to misunderstandings and hurt feelings. For the college to provide the best environment for learning, everyone's privacy must be respected.

**Supervision:** Volunteers perform under the direction and supervision of college personnel. Volunteers should know and follow college policies and rules. Volunteers may be required to participate in a variety of trainings, including harassment and discrimination training. The District, in its discretion and without a statement of reasons, may suspend any volunteer from further volunteer activities. No statement by the District establishes a property right to perform volunteer work.

Approvals:

Academic Senate: May 10, 2017

Classified Senate: April 17, 2017

Cabinet: September 6, 2018

# **AP 7528 Teaching Assignments for Classified Employees and Exempt Employees**

Reference:

**BPM 7.5.28**

## **Non-Exempt Classified Employees**

Classified employees include classified confidential employees and unit members represented by local California School Employees Association (CSEA). Classified employees may teach for the College subject to the following conditions:

- 1) No more than four contact hours per week are assigned if the teaching assignment occurs during regularly scheduled work hours.
- 2) The classified employee receives approval from their supervisor, including:
  - a. Teaching the course will not interfere with the duties or responsibilities of the classified position.
  - b. The classified work hours are flexed so that the total number of hours worked in the classified position are not reduced.
  - c. Approval is obtained prior to accepting the teaching assignment at the start of each term.
- 3) The flexed schedule is posted and made public.
- 4) Documentation of the assignment, approval, and flexed work schedule are filed with Human Resources.
- 5) Pay will be determined by using a blended overtime rate, if applicable, and will follow the Associate Faculty collective bargaining unit pay scale.

This procedure does not apply to classified employees whose job description includes teaching classes.

## **Exempt Employees**

Exempt employees include: managers, classified administrative employees, and educational administrative employees. Exempt employees may teach for the College subject to the following conditions:

- 1) The exempt employee receives approval from their supervisor.
  - a. Teaching the course will not interfere with the duties or responsibilities of the exempt position.
  - b. The work hours are flexed so that the total number of hours worked in the exempt position are not reduced.
  - c. Approval is obtained prior to accepting the teaching assignment at the start of each term.
- 2) Documentation of the assignment and approval are filed with Human Resources.
- 3) Teaching pay will follow the Associate Faculty collective bargaining unit pay scale.



This procedure does not apply to exempt employees whose job description includes teaching classes.

Approvals:

Academic Senate: October 12, 2022

Classified Senate: None

Cabinet: November 2, 2022

# **AP 7700 Whistleblower Protection**

Reference:

**Education Code Sections 87160-87164; Government Code Section 53296; Labor Code Section 1102.5; Private Attorney General Act of 2004 (Labor Code Section 2698) 29 U.S. Code Section 218C (Affordable Care Act)**

Individuals are encouraged to report suspected incidents of unlawful activities by District employees in the performance of their duties. Reports will be investigated promptly and appropriate remedies applied. Employees who, in good faith, reported such activities and/or assist the District in the investigation will be protected from retaliation.

This procedure sets out the processes for responding to and investigating reports of unlawful activities, as defined in BP 7700 titled Whistleblower Protection, and addressing complaints of retaliation for making such reports.

## **Filing a Report of Suspected Unlawful Activities**

Any person may report allegations of suspected unlawful activities. Knowledge or suspicion of such unlawful activities may originate from academic personnel, staff, or administrators carrying out their assigned duties, internal or external auditors, law enforcement, regulatory agencies, customers, vendors, students, or other third parties.

Anonymous reports will be investigated to the extent possible. However, employees are strongly encouraged not to report anonymously because doing so impedes the District's ability to thoroughly investigate the claim and take appropriate remedial measures. As set forth fully below, retaliation against individuals who report suspected unlawful activities will not be tolerated.

Normally, a report by a District employee of allegations of a suspected unlawful activity should be made to the reporting employee's immediate supervisor or other appropriate administrator or supervisor within the operating unit. However, if the report involves or implicates the direct supervisor or others in the operating unit, the report may be made to any other District official whom the reporting employee believes to have either responsibility over the affected area or the authority to review the alleged unlawful activity on behalf of the District. When the alleged unlawful activity involves the Superintendent/President, the report should be made to the president of the board of trustees. When the alleged unlawful activity involves the board of trustees or one of its members, the report should be made to the Superintendent/President who will confer with the president of the board of trustees and/or legal counsel on how to proceed.

Allegations of suspected unlawful activities should be made in writing so as to assure a clear understanding of the issues raised, but may be made orally. Such reports should

be factual and contain as much specific information as possible. The receiving supervisor or administrator should elicit as much information as possible. If the report is made orally, the receiving supervisor or administrator shall reduce it to writing and make every attempt to get the reporter to confirm by their signature that it is accurate and complete.

Once the receiving supervisor or administrator has received and/or prepared a written report of the alleged unlawful activity, they must immediately forward to the Superintendent/President of the college where the alleged activity has occurred. However, if this process would require submitting the report to an employee implicated in the report, the receiving supervisor or administrator should follow the reporting options outlined, above. The high-level administrator or trustee who receives the written report pursuant to this paragraph is responsible for ensuring that a prompt and complete investigation is made by an individual with the competence and objectivity to conduct the investigation, and that the assistance of counsel and/or an outside investigator is secured if deemed necessary.

In the course of investigating allegations of unlawful conduct, all individuals who are contacted and/or interviewed shall be advised of the District's no-retaliation policy. Each individual shall be: a) warned that retaliation against the reporter(s) and/or others participating in the investigation will subject the employee to discipline up to and including termination; and b) advised that if he or she experiences retaliation for cooperating in the investigation, then it must be reported immediately.

In the event that an investigation into alleged unlawful activity determines that the allegations are accurate, prompt and appropriate corrective action shall be taken.

### **Protection from Retaliation**

When a person makes a good-faith report of suspected unlawful activities to an appropriate authority, the report is known as a protected disclosure. District employees and applicants for employment who make a protected disclosure are protected from retaliation. A District employee or applicant whose family member makes a protected disclosure is also protected from retaliation.

Any employee who believes they have been (1) subjected to or affected by retaliatory conduct for reporting suspected unlawful activity, or (2) for refusing to engage in activity that would result in a violation of law, should report such conduct to the appropriate supervisory personnel (if such supervisory personnel is not the source of or otherwise involved in the retaliatory conduct). Any supervisory employee who receives such a report, or who otherwise is aware of retaliatory conduct, is required to advise their college Superintendent/President. If the allegations of retaliation, or the underlying allegations of unlawful conduct, involve the Superintendent/President, the supervisor shall report to the highest level administrator and/or trustee who is not implicated in the reports of unlawful activity and retaliation.

All allegations of retaliation shall be investigated promptly and with discretion, and all information obtained will be handled on a "need to know" basis. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary action will be taken where the allegations are verified and/or otherwise substantiated.

### **Whistleblower Contact Information**

Employees who have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees should contact the California Community Colleges Chancellor's Office or the District's Board of Trustees. Employees can contact the State Personnel Board with complaints of retaliation resulting from whistleblower activities.

### **Other Remedies and Appropriate Agencies**

In addition to the internal complaint process set forth above, any employee who has information concerning allegedly unlawful conduct may contact the appropriate government agency.

Reference: BP #7700

Approvals:

Academic Senate: April 12, 2017

Classified Senate: February 27, 2017

Cabinet: May 5, 2017